

## TOWN BOARD MEETING AGENDA

**PLACE:** Senior Citizen Center, 119 North Main Street, Liberty, NY 12754

**DATE:** June 1, 2026

**TIME:** 6:30 P.M.

FRANK DEMAYO, SUPERVISOR  
DEAN FARRAND, COUNCILMEMBER  
VINCENT MCPHILLIPS, COUNCILMEMBER

LAURIE DUTCHER, TOWN CLERK  
SHERRI KAVLESKI, COUNCILMEMBER  
BRUCE DAVIDSON, COUNCILMEMBER

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**PLEASE NOTE: ALL ITEMS FOR THE AGENDA MUST BE RECEIVED BY NOON ON THE WEDNESDAY BEFORE THE MEETING.**

### PLEDGE OF ALLEGIANCE

### CORRESPONDENCE

#### INCOMING:

1. Correspondence from NYS Homes and Community Renewal close-out letter for the WSS CDBG.
2. Sullivan County 911 Communications Reports.
3. Park & Recreation Board Minutes 4/8/26.
4. Correspondence from multiple parties regarding the abandoned building on Rt. 52 and East Hill Rd.
5. Notice of the closure of Benton Hollow Rd. from the Sullivan County Division of Public Works.
6. Notice from the Village of Liberty regarding Hydrant Flushing.
7. Invitation to the White Sulphur Springs Fire Department Annual Department Family Chicken BBQ on 8/15/26 and the celebration of 100 Years of Service 1926-2026.
8. Farmland Protections in Sullivan County Slide Presentation.

#### OUTGOING:

### NEW BUSINESS

1. Motion to have counsel review and draft local law regarding term limits for Elected Officials.
2. Motion to set a bid opening for the Walnut Mountain Park Pavilion on 6/25/26 at 11:00 a.m. at the Town Clerk's Office, 120 North Main Street, Liberty, with a scheduled walkthrough scheduled for 6/11/26 at 11:00 a.m. at 73 Walnut Mt. Rd., Liberty.
3. Motion to approve the purchase of a single bathroom by Ultra Lav from State Bid (Sourcewell) for \$47,621.52, with \$46,651.78 from SAM Grant, and the remainder of \$969.74 to be paid from Town Funds.

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### MISSION STATEMENT

*We provide effective, transparent and responsible municipal service that promotes the highest standard of life for our community.*

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Sherry Kavleski, Councilmember  
Bruce Davidson, Councilmember

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4. Motion to approve the Town of Liberty Planning Board as the lead agency for the purposes of SEQRA for the project known as Gelsomino & Davis Schoolhouse.
5. Motion to apply for financial assistance from the USDA for the Swan Lake Wastewater Treatment Plant and authorize the Supervisor and/or Supervisor's Confidential Secretary to sign all necessary documents.

### DISCUSSION

1. Proposed resolution for Road Closure requests.
2. Mountainview Meadows Sewer Agreement.
3. Fines and Fees.

### OLD BUSINESS

#### UNDER REVIEW

1. Quotes for tree removal at Town Hall.
2. Regulations for Battery Energy Storage Systems.
3. One Way Street in Parksville.
4. Rd. Abandonment Big Woods Rd.
5. Memorandum of Understanding between Green Hills and the Town.
6. Heat for Town Hall.

#### IN PROGRESS

1. Illegal dumping of garbage.
2. Walnut Mt. Pavilion & Bathroom.
3. Solar Moratorium in the Commercial Industrial Zone.
4. Basketball court.

#### PUBLIC PARTICIPATION

#### BOARD DISCUSSION

#### EXECUTIVE SESSION

#### ADJOURN

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#### MISSION STATEMENT

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**Homes and  
Community Renewal**  
Housing Trust Fund Corporation

KATHY HOCHUL  
Governor  
RUTHANNE VISNAUSKAS  
Commissioner/CEO

**SENT VIA ELECTRONIC MAIL, NO HARD COPY TO FOLLOW**

May 8, 2026

Frank DeMayo  
Supervisor  
Town of Liberty  
120 North Main Street  
Liberty, NY 12754-1861

Re: Comprehensive Monitoring Report  
NYS CDBG Project # 641PW78-21

Thank you for the time and effort you and your staff provided to the Office of Community Renewal (OCR) during the comprehensive monitoring conducted by Savitri Kola on May 8, 2026. The review included an assessment of the Town of Liberty's 2021 CDBG project identified above.

The purpose of the monitoring was to evaluate compliance with CDBG program requirements, including 2 CFR Part 200, as well as the provisions of the Grant Agreement executed with the Housing Trust Fund Corporation dated March 22, 2022.

OCR's review of program administration and project files **did not identify any findings or areas for improvement**. The Town of Liberty is administering the grant in accordance with applicable requirements. OCR commends the Town of Liberty for its effective administration of the NYS CDBG program.

As all funds have been expended and required accomplishments reported, the Town of Liberty is eligible to proceed with grant closeout. Following submission and approval of materials required to meet federal Single Audit requirements, OCR will issue a Grant Closeout Transmittal Form and instructions electronically. This form must be signed and returned to OCR within thirty (30) days of receipt.

This letter does not relieve the Town of Liberty of its obligation to administer the grant in accordance with the Grant Agreement, applicable federal and state requirements, and sound management practices. If any compliance issues are identified prior to closeout, the Town of Liberty will be required to address such matters in accordance with OCR requirements.

If you have any questions, please contact Savitri Kola at [savitri.kola@hcr.ny.gov](mailto:savitri.kola@hcr.ny.gov).

Sincerely,

Charles Phillion  
Program Director  
Office of Community Renewal

cc: Savitri Kola Project Manager, Office of Community Renewal  
Nicholas Rusin, Secretary to Supervisor  
Mark Blauer, President, Blauer Associates



## Sullivan County 911 Communications EMS Dispatch Report April 2026



Ambulance Agencies	Jeffersonville	Cohecton	Livingston Manor	Lumberland	Mountindale	Tusten	Neverink	Rock Hill	Roscoe/Rockland	Bethel	Woodbourne	Mamakating	Highland EMS	Upper Delaware	Grahamsville	Catskill Hatzalah	Empress	County EMS	Total
Abdominal Pain	0	0	1	0	1	0	1	2	0	2	0	1	0	0	0	0	15	10	33
Allergic Reaction	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	3	3	8
Animal Bite	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	2	4
Assault/Sexual Assault	1	0	1	0	0	0	0	0	0	1	0	2	0	0	1	0	9	4	19
Back Pain	1	0	1	0	0	0	1	0	1	1	1	2	0	1	0	0	9	4	22
Breathing Problems	2	0	7	1	3	3	0	2	1	9	0	10	3	0	1	3	50	57	152
Burns / Electrical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1
Cardiac Arrest	2	0	1	0	1	1	0	1	0	3	0	1	0	0	0	1	16	18	45
Cardiac Problem	0	0	1	1	0	0	0	0	0	1	0	2	1	0	2	1	9	11	29
Chest Pain	1	0	4	0	2	0	1	3	0	5	0	16	2	1	1	2	33	49	120
Choking	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	2	3	7
Diabetic	1	0	0	0	1	0	0	0	0	4	0	2	0	0	0	2	13	11	34
Drowning/Water Related	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Eye Problems	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	2	0	3
Fall	3	0	3	1	1	5	2	3	4	12	2	10	4	6	3	0	45	34	138
Headache	0	0	1	0	0	0	0	1	0	1	0	0	0	0	0	0	5	3	11
Heat/Cold Emergencies	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
Hemorrhage/Laceration	0	0	0	1	0	1	0	1	0	5	0	4	3	0	1	0	11	11	38
Inaccessible/Entrapment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Medical Faciilites	0	0	10	0	0	0	0	3	2	7	0	3	0	0	0	1	49	27	102
Mental Emergencies	2	0	5	0	2	0	0	4	0	5	4	5	0	0	1	0	27	12	67
MVA	3	0	1	0	0	4	1	3	1	3	0	9	2	1	1	3	27	26	85
Overdose	0	0	0	0	0	0	0	1	0	3	0	4	0	1	0	1	13	16	39
Poisoning/HAZMAT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pregnancy	0	0	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1	3
Seizures	2	0	3	0	0	0	0	1	0	5	2	7	3	0	2	3	25	26	79
Sick Person (Gen. Ill)	5	4	13	0	2	11	3	8	2	25	3	35	11	5	0	5	138	102	372
Stab/GSW	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Stroke(CVA)	0	0	1	0	0	0	0	0	0	2	0	2	1	2	0	0	3	9	20
Trauma	2	0	1	0	0	0	0	2	0	1	0	0	0	0	1	0	10	7	24
Unconscious/Fainting	1	0	2	1	0	2	1	0	1	4	0	3	1	2	2	0	22	27	69
Unknown Medical	2	1	2	3	1	9	0	1	3	4	1	3	3	3	1	0	18	17	72
Mutual Aid	0	9	0	8	2	0	0	20	7	0	8	13	0	1	4	0	87	0	159
Standby	3	0	3	2	1	1	1	0	1	0	0	0	1	1	1	0	0	1	16
Agency Totals	32	14	62	19	17	37	11	56	23	105	21	138	35	24	22	22	644	491	1773



## Sullivan County 911 Communications Law Enforcement Activity Report April 2026



	Sheriff	NYSP	LPD	MPD	FPD	WPD	EnCon	DEC	NYC DEP	NPS	Totals
Assist EMS	34	58	13	67	7	3	0	0	0	0	182
Assist Fire	1	13	3	15	6	0	1	0	0	1	40
P-101 Abduction	0	1	0	0	0	0	0	0	0	0	1
P-102 Abuse/Abandonment/Neglect	0	0	0	0	0	0	0	0	0	0	0
P-103 Administrative	0	0	0	0	0	0	0	0	0	0	0
P-104 Alarms	2	2	0	1	0	0	0	0	0	0	5
P-105 Animal	2	10	0	2	0	0	0	0	0	0	14
P-106 Assault/Sexual Assault	4	7	1	2	2	0	0	0	0	0	16
P-107 Assist Other Agency	3	6	1	2	0	0	0	0	0	0	12
P-108 Bomb Found/Susp Package	0	0	0	0	0	0	0	0	0	0	0
P-109 Bomb Threat	0	0	0	0	0	0	0	0	0	0	0
P-110 Burglary	2	3	0	1	0	0	0	0	0	0	6
P-111 Damage/Vandalism/Mischief	1	1	0	3	0	0	0	0	0	0	5
P-112 Deceased Person	0	0	0	0	0	0	0	0	0	0	0
P-113 Disturbance	21	34	11	25	14	0	0	0	1	0	106
P-114 Domestic Violence	11	52	5	21	14	4	0	0	1	0	108
P-115 Driving Impaired	1	3	0	0	0	0	0	0	0	0	4
P-116 Drugs	0	0	0	0	0	0	0	0	0	0	0
P-117 Explosion	0	0	0	0	0	0	0	0	0	0	0
P-118 Fraud/Deception	0	0	0	0	0	0	0	0	0	0	0
P-119 Harassment/Stalking/Threat	1	4	0	2	0	0	0	0	0	0	7
P-120 Indecency/Lewdness	0	0	0	0	0	0	0	0	0	0	0
P-121 Mental Disorder	13	21	6	8	6	0	0	0	1	0	55
P-122 Miscellaneous	0	9	1	1	2	1	1	0	0	0	15
P-123 Missing/Found Person	2	8	0	1	2	0	0	0	0	0	13
P-124 Officer Needs Assistance	4	8	0	1	1	0	0	0	1	0	15
P-125 Public Svc	12	22	3	8	3	1	1	0	1	0	51
P-126 Robbery/Carjacking	0	0	0	0	0	0	0	0	0	0	0
P-127 Suicidal Persn/Att Suicide	2	5	0	2	0	0	0	0	0	0	9
P-128 Supplemental	0	27	0	0	0	1	0	0	0	0	28
P-129 Susp/Wanted Pers/Veh	2	7	0	3	2	0	0	0	1	0	15
P-130 Theft (Larceny)	2	1	1	0	0	0	0	0	0	0	4
P-131 MVA	20	61	6	11	15	3	0	0	1	0	117
P-132 Traffic Violation/Hazard	20	74	2	2	3	1	0	0	0	0	102
P-133 Trespassing/Unwanted	9	11	4	4	5	0	0	0	0	0	33
P-134 Unknown Problem	8	26	4	16	5	0	0	0	0	0	59
P-135 Weapons/Firearms	3	4	0	2	2	0	0	0	0	0	11
P-Abandoned Call	29	47	22	32	24	4	1	0	0	0	159
P-Responder Safety	0	0	0	0	0	0	0	0	0	0	0
Transfers	38	96	20	47	20	N/A	N/A	N/A	N/A	N/A	221
<b>Totals</b>	<b>247</b>	<b>621</b>	<b>103</b>	<b>279</b>	<b>133</b>	<b>18</b>	<b>4</b>	<b>0</b>	<b>7</b>	<b>1</b>	<b>1413</b>





## Meeting Minutes

April 8, 2026

**PRESENT:** Jillian Trinidad, Sam Atkins, Marisol Serapio, Kathy Dworetsky, James Guara, Mitch Juron

**ABSENT:** Jena Schwartz, Al White

1. **Call to Order:** Jillian Trinidad called the meeting to order at 5:33PM.
2. **Pledge of Allegiance.**
3. **Recognize the Public:** Members of the NAACP, David and Joyce to discuss collaboration with Parks and Recreation for their Juneteenth event at Hanofee Park. A discussion was held.
4. **Reading and Approval of Minutes:** Marisol Serapio approved the minutes as presented. This was seconded by Sam Atkins.
5. **Department Reports:**
  - A) **Director's Report** –Food Truck paperwork has been completed to place out for the bidding process. We have been working on 2027 budget and preparing for Day Camp. We are holding interviews for camp counselors on April 25<sup>th</sup>. There are 114 children signed up leaving us 78 open spots. We are currently in need of an aquatics director. Jillian asked if we could forward her an application The Easter Egg Hunt went well. A brief discussion was held.
  - B) **Park Supervisor's Report** – We have begun the hiring process. We do have 6 returning employees and a few new applications to review. We are finishing winter clean up. Town Hall, Swan Lake Park and LaPolt Park are done. We have to purchase clay for the fields and finish painting the pavilions. Mitch has begun to fix the parking lots as flag football starts Sunday. West Lake Street parking lot remains closed.
  - C) **Revenue Report:** Looks Good.
6. **Old Business:**
  - A) **Review By-Laws** – Approved by The Town Board
  - B) **Easter Egg Hunt** – Discussed in Director's Report
7. **New Business:**

**A) Youth Bureau Seminar** – Grant seminar is being held 4/14. James and Kathy will be attending.

**B) Comprehensive Plan** – A discussion was held. Jillian invited James and Kathy to the next meeting on 4/14 at 5 :30pm.

**C) Day Camp** – Discussed in director's report.

**D) Football Registration** – We will be putting a flyer out once flag football kicks off.

8. **Announcements:** Our next meeting will be Wednesday, May 6, 2026 at 5:30 p.m. in the senior center ... Meeting dates as follows:

7/1

8/5

9/2

10/7

11/4

12/2

9. **Adjournment** – Sam Atkins made a motion to adjourn the meeting at 6:37 p.m. This was seconded by Marisol Serapio. Meeting adjourned.

Mr. Frank DeMayo  
Supervisor, Town of Liberty  
120 North Main St.  
Liberty, NY 12754  
By email: [supervisordemayo@townofliberty.org](mailto:supervisordemayo@townofliberty.org)

May 22, 2026

Dear Mr. DeMayo,

We are writing to you as concerned tax paying citizens of the Town of Liberty regarding the abandoned buildings located at the intersection of East Hill Road and State Route 52. As you are aware, these buildings have sat abandoned for years and have materially deteriorated. For many years, these buildings created an eyesore for the community and contributed to the sense of decline and neglect that plagues our county. While that has been unpleasant, it has not necessarily been dangerous.

As the buildings have passed the tipping point of deterioration, however, they have gone from being an eyesore to being a hazard to the community, as the attached photos show. Now that the faces of these buildings have entirely collapsed and the roofs have become dislodged, on any given day pieces of the buildings and their contents can be found in the road and the neighboring landscape. It is only a matter of time before the debris from these buildings causes a car accident, damages a vehicle, or hurts someone. In addition to the damage, pain and inconvenience for the individuals involved, such an accident may create material liability for the Town as a victim would likely argue that the Town has been grossly negligent in not addressing this known hazard in a reasonable or timely manner.

We believe that it is vital for the community for the Town of Liberty to take all measures necessary and available, including the declaration of a state of emergency, to conduct a controlled demolition and clean up of these buildings. It is evident that there are no owners willing to take responsibility for these properties, and there is no alternative aside from action by the Town. While we appreciate that the Town is required to work within legal constraints, the time has arrived for extraordinary measures to ensure the safety of the community.

We greatly appreciate your time and attention to this matter and look forward to your reply.

Respectfully,

Michael Huber, 297 and 298 East Hill Road, [mah5987@gmail.com](mailto:mah5987@gmail.com)  
Simone Bloch and John Wehba, 151 Menderis Road, [simonebloch@gmail.com](mailto:simonebloch@gmail.com)  
Darlene O'Dell, 354 East Hill Road, [darlenemodell@yahoo.com](mailto:darlenemodell@yahoo.com)  
Christopher Nagy and Charles D. Smith, 283 East Hill Road, [Cnagy513@verizon.net](mailto:Cnagy513@verizon.net)  
J. Warren Frazier and Tamara Beckwith, 403 East Hill Road, [tamaralbeckwith@gmail.com](mailto:tamaralbeckwith@gmail.com)  
Andrew M. Flynn, 423 East Hill Road, [Aflynn955@gmail.com](mailto:Aflynn955@gmail.com)

Attachments: views of multiple abandoned properties at the intersection of East Hill Road and State Route 52





**COUNTY OF SULLIVAN**  
**DIVISION OF PUBLIC WORKS**  
SULLIVAN COUNTY GOVERNMENT CENTER  
100 NORTH STREET  
PO BOX 5012  
MONTICELLO, NY 12701

May 19, 2026

Honorable Frank DeMayo, Supervisor  
Town of Liberty  
120 North Main Street  
Liberty, NY 12754

Subject: Town Road 9 (Benton Hollow Rd.) Road Closure  
Replacement of County Bridge 296

Dear Supervisor DeMayo:

The Sullivan County Division of Public Works will close a section of Town Highway 9 (Benton Hollow Rd.) starting on June 8<sup>th</sup>, 2026 to facilitate the replacement of County Bridge 296. The road will remain closed until about November 15<sup>th</sup>, 2026. The period of time may be extended as needed due to the weather or other unforeseen circumstances which may affect the bridge construction.

The Detour Route shall utilize Fox Mountain Rd., Parksville Rd., CR 176, Revonah Hill Rd. and Benton Hollow Rd. The Sullivan County Division of Public Works will post necessary signage.

A copy of the Certificate for closing highway is attached along with a detour map, the original of the certificate has been sent to the Town Clerk.

If you have any questions or require any further information, please call me at (845) 807-0281

Sincerely,

Roman Di Cio, P.E.  
Deputy County Superintendent of Highways  
Bridge Engineer

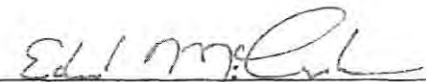
Encl.

**CERTIFICATE OF CLOSING HIGHWAY  
(HIGHWAY LAW 104)**

To the Town Clerk of the Town of Liberty

This is to certify that, effective 8:00 (AM, ~~PM~~) on June 8, 2026, the undersigned, Commissioner of Public Works of the County of Sullivan will close the section of Benton Hollow Rd. (Town Highway 9) in the Town of Liberty, Sullivan County which includes County Bridge 296 and its approaches. It is necessary to close the following described portion of said highway: to replace the bridge in order to permit a proper completion of the work thereon under the provisions of Section 104 of the Highway Law.

Dated: 5/19/26

  
\_\_\_\_\_  
Commissioner of Public Works

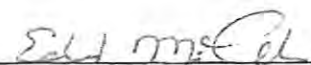
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**NOTICE OF CLOSING HIGHWAY  
(HIGHWAY LAW 104)**

To the Superintendent of Highways of the Town of Liberty, County of Sullivan:

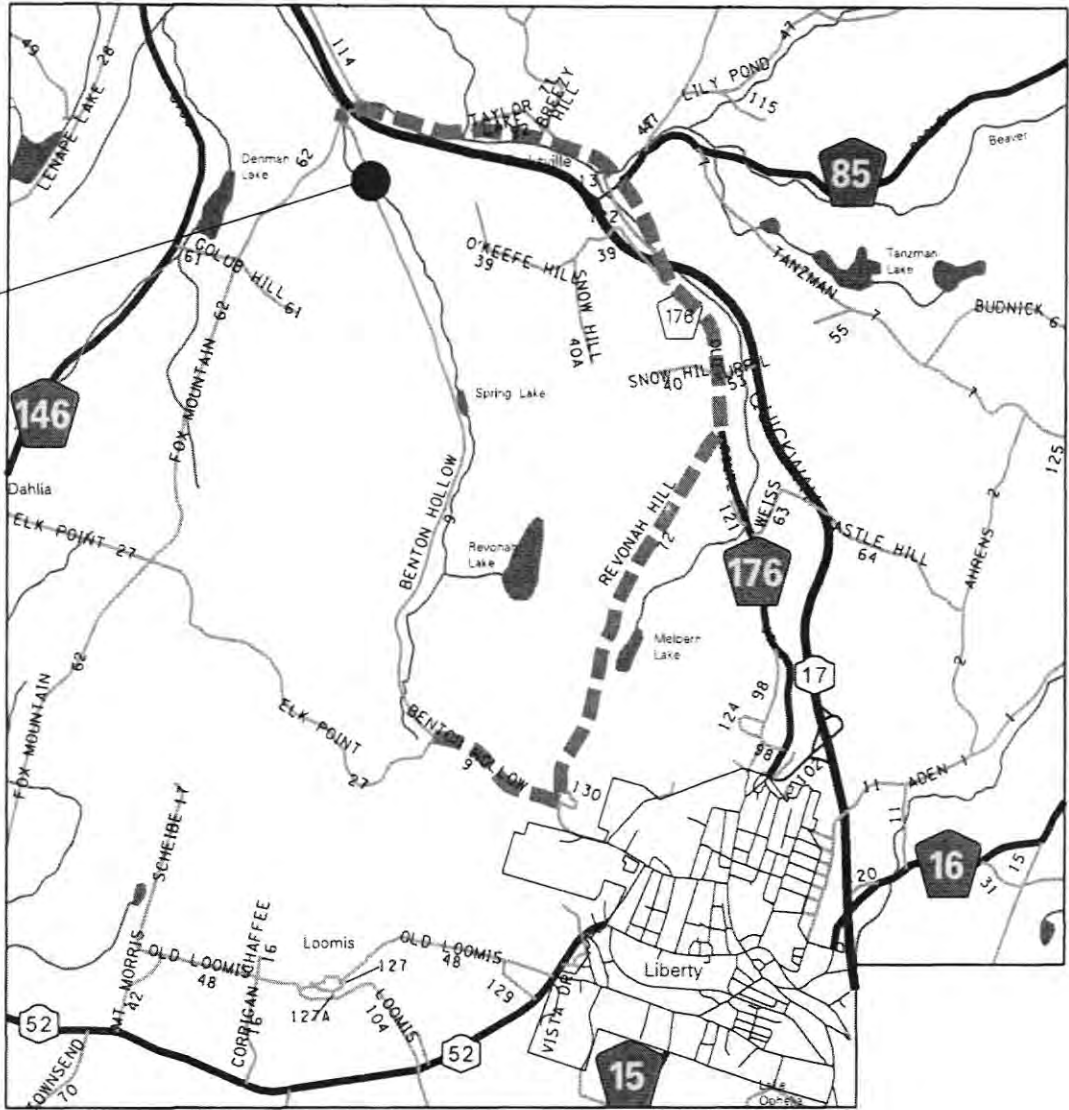
Pursuant to a Certificate, effective 8:00 (AM, ~~PM~~) on June 8, 2026, of which the foregoing copy, having been executed by me under the authority conferred by Section 104 of the Highway Law, and filed with the Town Clerk of the Town of Liberty, you are hereby directed to close said portion of Benton Hollow Rd. (Town Highway 9) to public travel by posting conspicuous notices to the effect that the highway is closed and by erecting and maintaining a lighted obstruction which shall be visible to anyone approaching such obstruction from one hour after sunset to one hour before sunrise, and you shall, if practicable, provide a detour for traffic in the following manner: The detour route shall utilize Fox Mountain Rd., Parksville Rd., CR 176, Revonah Hill Rd. and Benton Hollow Rd. The Sullivan County Division of Public Works will post necessary signage.

Dated: 5/19/26

  
\_\_\_\_\_  
Commissioner of Public Works



**CB 296**



DETOUR LENGTH: 5.8 MI.

LAT./LONG. COORDINATES: 41.8560°, -74.7836°



SULLIVAN COUNTY



REV.	DESCRIPTION	APP'D	DATE
<b>SULLIVAN COUNTY</b> DIVISION OF PUBLIC WORKS EDWARD MCANDREW, P.E., COMMISSIONER			
<b>COUNTY BRIDGE NO. 296</b> BENTON HOLLOW RD. OVER BENTON HOLLOW BROOK TOWN OF LIBERTY			
DESIGNED:	RVD	DETAILED:	RVD
CHECKED:	RVD		
<b>DETOUR MAP</b>			
BIN: 3356710		SCALE: AS SHOWN	SHEET: 1 OF 1

IN ACCORD WITH §7209 OF THE NEW YORK STATE EDUCATION LAW, IT IS A VIOLATION OF THIS LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE SEAL OF AN ENGINEER OR LAND SURVEYOR IS ALTERED, THE ALTERING ENGINEER OR LAND SURVEYOR SHALL AFFIX TO THE ITEM THEIR SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE AND THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.



### **HYDRANT FLUSHING NOTICE**

As part of routine maintenance, the Village of Liberty will be flushing water mains by opening hydrants throughout the water system. This process helps maintain water quality by improving conditions inside the pipes and removing sediment buildup.

### **WHAT TO EXPECT:**

- Flushing causes water to move through the system at high speed, which may stir up sediment and cause temporary discoloration of your tap water.
- Residents are asked to limit water use during flushing hours to reduce the chance of drawing discolored water into household plumbing.

### **AFTER FLUSHING:**

- If you notice discolored water, do not use water for 2–3 hours to allow any stirred-up sediment to settle.
- We recommend avoiding laundry for the day to prevent possible staining of clothing.

We understand this process can be an inconvenience, and we appreciate your patience. Our crews work hard to minimize disruption, and regular flushing is essential to maintaining a safe and reliable water supply.

Please share this notice with others who use Village water but may not receive this directly—such as residents of apartment buildings, nursing homes, schools, and businesses. You may post it in common areas or distribute copies as needed.

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### **SCHEDULE:**

- PARKSVILLE TRANSMISSION MAIN FLUSHING  
Dates: June 8-12  
Time: 8:00 AM – 3:00 PM (Monday–Friday)
- VILLAGE WATER SYSTEM FLUSHING  
Starts: June 15  
Continues until completion  
Time: 8:00 AM – 3:00 PM (Monday–Friday)

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### **STAY INFORMED:**

Sign up for text alerts by texting “LIBERTYALERTS” to 91896. Thank you for your cooperation!

Village of Liberty Water Department

☎ 845-292-6420

May 15, 2026

RE: White Sulphur Springs Fire Department  
100 Years of Service: 1926-2026

Dear Town of Liberty Town Board:

2026 marks 100 years of service for the White Sulphur Springs Fire Department!

The WSSFD Anniversary Committee has several events scheduled to mark this significant milestone. At our annual chicken BBQ fundraiser and softball tournament over the weekend of August 8<sup>th</sup> and 9<sup>th</sup>, we will have a Touch a Truck event and DJ and laser show open to the public.

We hope you agree that 100 years of service to our community is an important milestone to be recognized. We invite you to attend our annual Department Family BBQ Day on August 15<sup>th</sup> at 2pm if you would like to present a congratulatory. On this day, our past and present firefighters and their families get together to celebrate with each other.

We hope you will be able to join us to help us properly commemorate this notable anniversary of our volunteer fire department.

Please call Nancy Esposito at 914 799 5277 or via email: nesposito@hvc.rr.com by August 1<sup>st</sup> to let us know you will celebrate with us.

Thank you for supporting the White Sulphur Springs Fire Department.

Respectfully, *Nancy Esposito*  
White Sulphur Springs Fire Department Anniversary Committee





# DELAWARE ENGINEERING, D.P.C.

55 South Main Street  
Oneonta, New York 13820

Tel: 607.432.8073 / Fax: 607.432.0432  
DelawareEngineering.com

## Town of Liberty, NY June 1, 2026 Town Board Meeting Update on Projects

1. **Liberty Business Park Water & Sewer Infrastructure Upgrade Project (Old Rte 17 Corridor)**
  - Contract work and subcontracting related to Engineering Services (up to 50% design) are underway
  - The Town Board resolved to act as Lead Agency for an Unlisted Action-Coordinated SEQR review at the March 2, 2026 meeting
  - The Town reviewed and resolved to accept the SEQR Full Environmental Assessment Form (FEAF) Part 1 (with changes) and authorize the Town Supervisor to sign the document at the May 18, 2026 meeting
  - SEQR mailing was sent out on May 21 with comments due back on June 23, 2026.
  - SEQR Part 2 and 3 will be drafted and then reviewed by the Town at the July 6 meeting
  
2. **Swan Lake WWTP Upgrade**
  - Continuing preparation of responses to NYSDEC SPDES permit/PER comment letter and design work
  - FY27 Congressionally Directed Spending (CDS) Request Form submitted by March 22, 2026
  - USDA RD Application is ready to be submitted by Town via the RD-Apply portal.
  - On going discussions with USDA-RD, and Other State and Federal representatives on additional grant funding
  
3. **Swan Lake WWTP NYSDEC Notice of Violation (NOV)**
  - **Interim Reports**
    - Delaware updated and submitted the April 2026 Interim Report to NYSDEC on 4/29/26
    - Next Interim Report due in July 2026
  - **Temporary Sludge Dewatering Services Bid Award**
    - At the April 20, 2026 meeting, the Town Board accepted the 3/27/26 MSD Environmental Services proposal for Temporary Sludge Dewatering Services for 2026 and authorized the Town Director of Finance to issue a purchase order to MSD up to four (4) months with a total not to exceed cost of up to \$103,000, including Customer (Town) Certificate of Insurance, contingent upon processing of Capital Reserve funds and adopted the resolution for public notice for the use of capital reserve funds
    - Capital Reserve funds were available for award for contract on May 20, 2026.
    - Contracting with MSD Environmental Services is underway. Town to sign the contract and return with the Certificate of Insurance
    - Anticipate press mobilization and delivery first week of June.
  - **Sludge Disposal Services Bid Award**
    - At the April 20, 2026 meeting, the Town Board accepted the 4/10/26 TAM Enterprises, Inc. proposal for Sludge Disposal Services for Liquid Sludge Disposal (\$0.22/gallon) (\$0.21/gallon in 2025) and Dewatered Sludge Disposal (\$250/ton) (\$225/ton in 2025)
    - Town to coordinate services needed and paperwork with TAM
  - **Other NOV items**
    - Town to move forward with Sewer Use Ordinance (SUO) for rag control (SOC includes refining the draft law addition by June 30, 2026) and continuing enforcement of flow metering (>3,000 gpd)

## DELAWARE ENGINEERING, D.P.C.

- Delaware to provide cost proposal for Board consideration to develop specifications for specific rag control and flow metering for sewer connections above 3,000 gpd.
  - Town to continue with program to hire additional staff for rag raking by June 1, 2026
  - Town W&S Dept. to confirm usability of remaining sludge polymer and order more if needed for/during the temporary dewatering.
  - NYSDEC advisement pending on Water Treatment Chemical (WTC) items related to sludge polymer for temporary dewatering. Anticipate that Town W&S will need to set up for and conduct WET testing for compliance.
- 4. Swan Lake Sewer System Evaluation/I/I EPG Study**
- Field work completed March 24 thru March 27
  - Inspection documentation received on 4/15/26, and provided to the Town
  - The Engineering Report needs to be done by February 2027 (18 months from execution of the Grant Agreement)
- 5. Loomis WWTP Clarifier Repair**
- Notice to Proceed issued to Poolbrook Contracting on April 1, 2026.
  - Onsite work anticipated in early June.
  - Delaware will update the W&S Dept. Staff as the schedule is confirmed.
- 6. Swan Lake WWTP Recirculation Pump Repair**
- Notice of Award issued to Koester on April 1, 2026.
  - Notice to Proceed issued on April 27, 2026.
  - Town staff removed Recirculation Pump #1, and Koester picked it up for repair on 5/11.
  - Estimated delivery of the repaired pump is approximately 8 weeks from pickup.
- 7. Basketball Court by Skate Park**
- Revised grading plan and construction details submitted on April 29.
  - Reviewing revised conceptual plan and details with the Town based on recent meeting with contactors
- 8. Ferndale Water District Pump/Tank Communication and Mixer**
- Discussions with Damon to confirm the scope are under way.
  - Proposed replacement of telephone-line communication between Ferndale Water Tank and Stevensville Booster Station with wireless, due to wet weather communication failure.
  - Delaware will prepare a contract for our work for Board consideration.
- 9. Delaware River Basin Commission (DRBC) Groundwater Withdrawal Docket/Permit**
- The Town's DRBC Groundwater Withdrawal Docket expired on March 16, 2026 (10-year term).
  - A complete renewal application, was due last year (March 2025), 12 months in advance of expiration.
  - In 2014 Delaware worked with the Town to prepare and submit the application. This was a \$15,000 - \$20,000 effort.
  - Some application may remain valid, but a substantial portion will require updating.
  - Does the Town want Delaware to work with the W&S Dept. to update and submit the application? If so, Delaware can provide a cost proposal to do so.
- 10. Green Hills 3**
- Continuing to work with the Town to respond to revised design for flow meter and rag control (temporary septic tank).
  - Septic Tank (for temporary rag control) approved and returned to Owners' Engineer (Keystone)

**DELAWARE ENGINEERING, D.P.C.**

and the Town on 5/20/26

- Flow meter vendor needs to respond to a few more questions on system applicability.

***11. Attachments***

- None

•

***12. Items Discussed or Reviewed at Meeting but not distributed with this package:***

- None

Liberty TBMtg Report 06-01-26.docx

**Enclosures**

# Farmland Protection in Sullivan County



**Cornell Cooperative Extension  
Sullivan County**



# Community Preservation

How to protect and preserve critical lands in  
your County & Its Towns

# Options for Community Preservation

- General Taxation
- Bonding
- Home Rule Legislation for your Town
- Federal, State, County, Land Trust ( all only offer partial funding )
- Hudson Valley Community Preservation Act Inclusion By the County

# General Taxation or Bonding

- Your Town Boards can raise taxes as part of their budgets to acquire easements. The Town of Montgomery ( Orange Co.) did this early in 2000.
- Bonding is also a method which generally is subject to a permissive referendum, however if the Town Board wants the residents to decide, especially if it is a large bond, they can always place the decision on the ballot.
- Warwick (Orange Co.) got voter approval in 1998 to borrow \$9.5 million for farmland preservation.

## Home Rule Legislation for a Real Estate Transfer Tax (for those not in the HVCPA)

- Submit a home rule request to your Senator and Assemblyperson with accompanying board resolution
- Stay attentive to how it is or isn't moving through legislative committees.
- Work with your State reps to get it to the floor and then to the governor, hope she signs it. Need support of your representatives
- If the Governor signed, develop a Community Preservation Plan and place before their voters in a referendum. Best to do this at the November general election.
- The Town of Chester, Orange County, was successful in 2025 after 4 years of trying. This route takes long term commitment and stamina from the municipal board.

# Hudson Valley Community Preservation Act

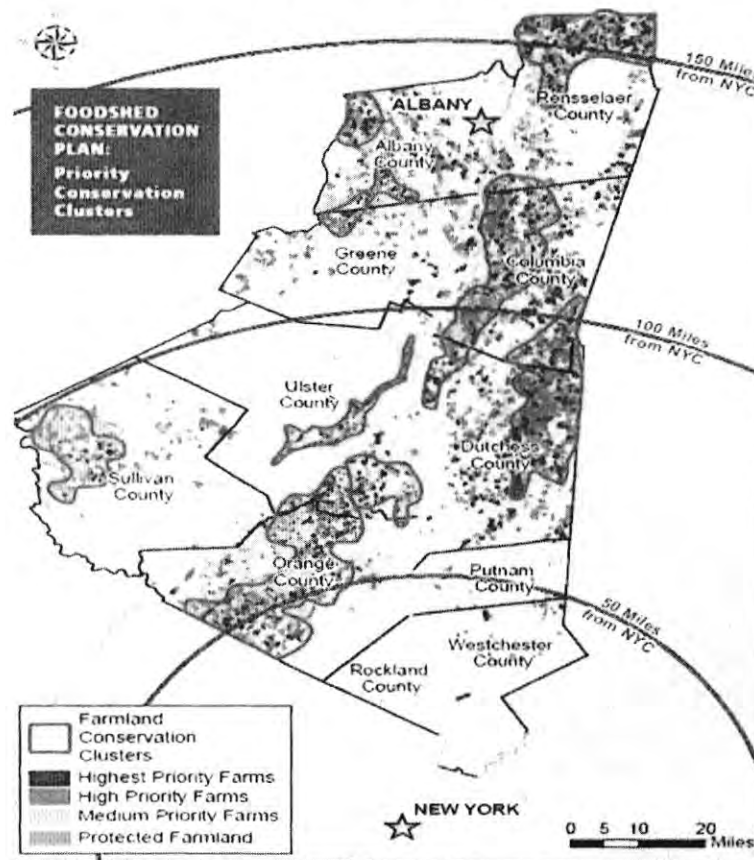
Enacted in 2006, amended in 2019

- **The County** submits a home rule request to be included. Follows same process as you would do individually. **Why do this?** Once your County is included, any municipality in that county automatically has the right to prepare a Community Preservation Plan and place the issue to impose a Real Estate Transfer Tax **on the ballot for a vote by your residents.**
- Ulster County was included in 2020 and since then four (4) Towns & the City of Kingston have implemented it with another working towards a referendum in 2026.
- Having your County included in the HVCPA lets the Municipality focus on developing a thoughtful Community Preservation Plan and an effective campaign to pass a referendum

# Why is it important to be included in the Community Preservation Act?

- Having a dedicated source of funding makes **a Town** more likely to be successful in leveraging State and Federal grant funding. For Instance the NYS DAM or Federal NRCS grant rounds will provide 87.5%, 75% and 50% respectively to awardees.
  - **Example: An award from NYS for a conservation easement on a farm worth \$1,000,000 would equal \$750,000- \$875,000 plus 75% of closing costs!**
- Having a Community Preservation Plan and RETT ensures your community grows while respecting its environment, open space and working landscapes
- **NYS DAM has just announced the next Farmland Protection Implementation Grant funding round**

# NYS Targets to Preserve Food Sources for its residents!



# Issues for a successful Community Preservation Campaign

- Opposition by Realtors & Developers who consider it an unnecessary burden diminishing their inventory
- Prevents new home buyers from acquiring homes- In Warwick, Red Hook **this has not been the case**, the cost as with other closing costs fold into the mortgage and the value is maintained in the home
- It's a tax and legislators say they hate raising taxes– **you are not imposing it**, you are asking your municipalities' voters to vote on it, the essence of democracy
- It hurts home values – **just not true**, in Warwick home values are consistently above the median sale price in Orange County, the preserved lands are a selling point used by realtors. Buyers value a community that has a great quality of life and preserves it for its residents

# Next Steps

- The Sullivan County Legislature has **passed a Home Rule Resolution** requesting inclusion to the Hudson Valley Preservation Act. This will initiate a Bill in the 2026 NYS legislative session
- Sullivan County's State Senator P. Oberacker and Assembly members P. Kay & B. Maher would need to sponsor and champion the bill in the 2026 session.
- Bills introduced: A09411 and S08938
- Political support will be needed to ensure the Governor signs the bill once passed by the Legislature
- **No monetary cost to the County** and **no mandate to your municipalities** to pursue enacting a RETT in their jurisdictions- the decisions are left to local government and the voters of that jurisdiction.

# If Successfully passed in Albany

- Each Town and its residents would need to prepare a **Community Preservation Plan**. If **protecting farmland** is your primary goal than your farmland parcels would be listed in the plan. These would then become eligible for use of the transfer tax receipts. Areas where you want to see development occur would not be listed in the plan and would not be eligible for these funds.
- The Town and its residents set an amount of the tax up to 2% (most communities set it between 1 to 1 ½%) with an exemption of the Median Sale Price of a home in Sullivan County each year.
- A town-wide referendum is held before the law can take effect.

# What does successfully establishing a CPF mean for your Town

- Your Town creates a Community Preservation Plan which spells out the rationale for imposing the RETT
  - The Plan lists all parcels to potentially be preserved
  - It documents your natural resources, viable farmland, potential recreational areas and other critical environmental resources
  - The HVCPA allows up to a 2% tax on any land transfer within the town's boundaries with specified exemptions- most towns have imposed between  $\frac{3}{4}$  to  $1\frac{1}{2}$ %
  - Only the amount over the median sale price of a home in the County is subject to the tax
  - The tax is paid by the buyer- someone coming to the beautiful community its residents have stewarded through generations

## Example of a Hypothetical Example for Sullivan County

- Assume a 1 ½% Transfer tax by a SC community
- 2025 Median Sale price of a home in Sullivan County- \$342,000
- A home sells for \$450,000
- The HVCPA transfer tax would apply to the amount over the median price or  $\$450,000 - 342,000 = \$108,000$
- Transfer tax receipt would be  $\$108,000 \times .015 = \$1,620$
- Not a burdensome sum to be asked of someone coming to live in the attractive community you have built with your tax dollars and hard work!

# What Can be Protected with Proceeds from a Community Preservation Fund?

- Only parcels identified in your Community Preservation Plan
  - **Viable agricultural lands**
  - Establishment of parks, nature preserves or recreational areas
  - Preservation of open space
  - Preservation of lands of exceptional scenic value
  - Preservation of fresh or saltwater marshes or other wetlands
  - Preservation of aquifer recharge areas
  - Preservation of undeveloped beachlands or shorelines
  - Establishment of wildlife refuges
  - Preservation of rivers in a natural state
  - Preservation of public access to lands for public use
  - Historic properties on the NYS Registry of Historic Places

# How is this Accomplished?

- Outright purchase of the property
  - Purchasing the “Development Rights” via a Conservation Easement
  - Creating a “Transfer of Development Rights” program
- 
- Any expenditure of funds must first be recommended by an appointed Community Preservation Advisory Board ( no elected officials allowed)
  - A public hearing must be held by the Town Board
  - An affirmative vote of the Town Board for the acquisition is required
  - Up to 10% of the fund can be used to maintain the acquisition

# Communities with Community Preservation Funds

- Five Towns on East End of Long Island- Suffolk County
- Town of Warwick – Orange County
- Town of Red Hook – Dutchess County
- Town of Chatham – Columbia County
- Town of New Paltz – Ulster county
- Town of Gardiner – Ulster County
- Town of Marbletown – Ulster County
- City of Kingston – Ulster County
- Town of Rochester- Ulster County
- Westchester & Putnam County are in the HVCPA and several Towns are preparing for referendums

# Future Goals!

- Continually look for further refinements of your Zoning Code.
- Work at all levels of government to make farming more profitable - that's what keeps farmers farming.
- Include Sullivan County in the HVCPA

# Is This a Wise Investment?

- Our farms remain as working farms, paying taxes and contributing to our economy.
- Our community receives the added benefit of preserving open space, watershed resources, and habitat for wildlife.
- Real estate values in Warwick rose 45% higher than anywhere else in Orange County.

# Don't Take My Word For It See the results!

- Warwick has had a CPF since 2006 and the results are impressive:
  - 5000 acres of 40 active farms preserved, **all still farming & paying taxes**
  - \$18 million raised to date, leveraged to gain another \$18 million from grants
  - Preserved a historic site, the only public access site to a 9 mile bi-state lake, 2 public parks in two Villages, 100 acre watershed protection area and a former summer camp for public enjoyment.
  - Real Estate prices **not hurt** by having a RETT contrary to naysayers:
    - 2008 - \$370,000 vs \$189,920
    - 2023 - \$450,000 vs \$247,840

# More Results

- Using Smart Growth Zoning techniques 100% of new subdivisions are clustered on 40% or less of the parcel developed
- Less roads & infrastructure = savings to the municipalities
- Vibrant farm economy leads to a vibrant Town!

# Contact Information

- Michael P Sweeton, Community Liaison
- (845) 534-3690 x 7
- [Michael@oclt.org](mailto:Michael@oclt.org)



Local Law Filing Albany, NY 12231-0001

mm.dos.ny.gov

---

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

County City Town Village

(Select one:) of  
Town of  
Liberty

---

Local Law No. \_\_\_\_\_ of the year 2026

A local law establishing term limits for the elected office of Town Supervisor, Town

\_\_\_\_\_  
(Insert Title)

Councilpersons, Town Clerk and Town Highway Superintendent

Be it enacted by the Town Board \_\_\_\_\_ of the

\_\_\_\_\_  
(Name of Legislative Body)

County  City  Town  Village

(Select one:) of Town of Liberty as follows:  
\_\_\_\_\_

---

(If additional space is needed, attach pages the same size as this sheet, and number each.)

TOWN OF LIBERTY  
LOCAL LAW NO. OF THE YEAR 2026

A LOCAL LAW ESTABLISHING TERM LIMITS FOR THE ELECTED OFFICE OF TOWN SUPERVISOR, TOWN COUNCILPERSONS, TOWN CLERK, AND TOWN HIGHWAY SUPERINTENDENT

Be it enacted by the Town Board of the Town of Liberty as follows:

Section 1. Purpose:

The purpose of this Local Law is to promote the public health, safety and welfare by enacting and/or amending Chapter xx of the Town Code entitled "Terms of Office" to establish term limits for the elected offices of Town Supervisor, Town Councilpersons, Town Clerk, and Town Highway Superintendent of the Town of Liberty.

Section 2. Municipal Home Rule Law.

This Local Law is adopted pursuant to the provisions of the Municipal Home Rule Law of the State of New York and Article 16 of the Town Law of the State of New York. To the extent the provisions of this local law are in conflict with Town Law, the Town Board hereby asserts its intention to supersede Town Law pursuant to the Municipal Home Rule Law.

Section 3. Amendment of Code:

The Town of Liberty Town Code is hereby amended to add or add to Chapter xx entitled "Terms of Office" which provision shall read as follows:

"Chapter xx Terms of Office

xx-x Term Limits.

- (A.) No Supervisor of the Town of Liberty shall serve more than three (3) terms of four years each as Town Supervisor, regardless of whether such terms are consecutive or not consecutive.
- (B.) No Town Councilperson of the Town of Liberty shall serve more than three (3) terms of four years each as a councilperson, regardless of whether such terms consecutive or not consecutive.
- (C.) No Town Clerk of The Town of Liberty shall serve more than three (3) terms of four years each as a town clerk, regardless of whether such terms consecutive or not consecutive.

(D.) No Town Highway Superintendent of The Town of Liberty shall serve more than three (3) terms of four years each as town highway superintendent, regardless of whether such terms consecutive or not consecutive.

(E.) All elected terms of office for Supervisor, Councilperson, Clerk and Highway Superintendent held by appointment or by election prior to the effective date of this section shall be counted for term limitation purposes.

(F.) Nothing contained herein shall prohibit an elective public officer in the Town of Liberty from holding either an elective or appointive partial term in the same elective public office. In that event, the partial term shall not be counted for purposes of the term limitation imposed by this chapter.

Section 4. Referendum:

Pursuant to the provisions of the New York State Town Law and Municipal Home Rule Law, this Local Law shall be submitted for approval to the electors of the Town of Liberty at a special town election to be held on November x, 2026

Section 5. Severability:

If any part or provision of this local law or the application thereof to any person or circumstance be adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part or provision or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this local law or the application thereof to other persons or circumstances, and the Town Board of the Town of Liberty hereby declares that it would have passed this local law or the remainder thereof had such invalid application or invalid provision been apparent.

Section 5. Effective Date:

This Local Law shall take effect immediately upon filing with the New York State Secretary of State after approval of a majority of the electors voting thereon.

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

1. (Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 20 of the (County)(City)(Town)(Village) of \_\_\_\_\_ was duly passed by the \_\_\_\_\_ on 20 , in accordance with the applicable (Name of Legislative Body) provisions of law.

2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer\*.)

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 2026\_\_\_\_\_ of the  
(County)(City)(Town)(Village) of Town of Liberty \_\_\_\_\_ was duly  
passed by the on \_\_\_\_\_ 2026 and was (approved)(not approved)

\_\_\_\_\_  
(Name of Legislative Body)

(repassed after disapproval) by the \_\_\_\_\_ and was deemed duly adopted  
(Elective Chief Executive Officer\*) on  
\_\_\_\_\_ 20\_\_\_\_, in accordance with the applicable provisions of law.

3. (Final adoption by referendum.) hereby certify that the local law annexed heretor designated as local law No.x  
Of 2026 of

\_\_\_\_\_ was duly passed by the  
and was (approved)(not approved)

Town Board  
(Name of Legislative Body)

(repassed after disapproval) by the \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_.  
(Elective Chief Executive Officer\*)

Such local law was submitted to the people by reason of a mandato (permissive) referendum, and received the affirmative  
vote of a majority of the qualified electors voting thereon at the general special)(annual) election held on  
\_\_\_\_\_ November 5 ,

2026 \_\_\_\_\_, in accordance with the applicable provisions of law.  
\_\_\_\_\_

4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.) I  
hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 20 \_\_\_\_\_ of  
the (County)(City)(Town)(Village) of \_\_\_\_\_ was duly passed by the

\_\_\_\_\_ on \_\_\_\_\_ 20 \_\_\_\_\_, and was (approved)(not approved)  
(Name of Legislative Body)

(repassed after disapproval) by the \_\_\_\_\_ on \_\_\_\_\_ 20 \_\_\_\_\_. Such local  
(Elective Chief Executive Officer\*) law was subject to permissive referendum and no valid  
petition requesting such referendum was filed as of \_\_\_\_\_

20 \_\_\_\_\_ in accordance with the applicable provisions of law.

---

\* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if  
there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where  
such officer is vested with the power to approve or veto local laws or ordinances.

5. (City local law concerning Charter revision proposed by petition.)

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 20 \_\_\_\_\_ of  
the City of \_\_\_\_\_ having been submitted to referendum pursuant to the provisions of section (36)(37) of  
the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city  
voting thereon at the (special)(general) election held on \_\_\_\_\_ 20 \_\_\_\_\_ became operative.

6. (County local law concerning adoption of Charter.)

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 20\_\_\_\_ of the County of \_\_\_\_\_ State of New York, having been submitted to the electors at the General Election of November \_\_\_\_\_ 20 , pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.) I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph <sup>3</sup> \_\_\_\_\_ above.

C	o	he coun
egislative	ody,	City, Town or Village Clerk
or	officer	esignated by local
Date:	gislati	e
		body

# **Project Manual**

## **Contract Documents and Technical Specifications**

### **Town of Liberty**

### **Walnut Mountain Park Pavilion Bid**

**Document Date: May 2026**

**Project No: L-069**

Owner:

Town of Liberty

120 N Main St, Liberty, NY 12754

Prepared By:

Fusco Engineering & Land Surveying, D.P.C

233 East Main Street

Middletown, New York 10940

(845) 344-5863

## **SECTION 00003 - TABLE OF CONTENTS**

### **CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS**

#### **DIVISION 0 -- CONTRACT DOCUMENTS**

Section 00003	Table of Contents
Section 00030	Advertisement for Bids
Section 00100	Information To Bidders
AIA A701	Documents - Instruction to Bidders
Section 00120	Modifications to Instructions to Bidders
Section 00300	Form of Proposal
Section 00301	Statement of Non-Collusion
Section 00302	Reference
Section 00400	Equalization
Section 00410	Indemnity Clause
Section 00430	Application for Payment
Section 00450	Change Order
Section 00460	Certificate of Substantial Completion
Section 00470	Contractors Affidavit for Release of Retainage
Section 00480	Certificate of Substantial Completion
Section 00490	Consent of Surety Company to Final Payment
Section 00500	Draft Agreement
Section 00800	General Conditions of the Contract for Construction
AIA A201	Documents - General Conditions of the Contract for Construction
Section 00810	Modifications to General Conditions
Section 00825	Prevailing Wage Rates

#### **DIVISION 1 -- GENERAL REQUIREMENTS**

Section 01000	Special Conditions
Section 01010	Summary of Work
Section 01026	Applications for Payment
Section 01027	Project Completion Procedures
Section 01030	Alternatives
Section 01035	Modification Procedures
Section 01200	Progress Documentation and Procedures
Section 01300	Submittals
Section 01600	Product Requirements
Section 01740	Warranties
Section 01800	Project Record Documents

#### **TECHNICAL SPECIFICATIONS**

Section 061000	Rough Carpentry
Section 061000	Sheathing
Section 073113	Asphalt Shingles
Section 077100	Roof Specialties

**INSTRUCTIONS TO BIDDERS**

**AIA DOCUMENTS A 701**



LOCATION MAP  
N.T.S.

REFERENCE

THE MAP DATA SECTION 116 BLOCK 1 LOT 14-17  
SHEED MAPS 1991 PAGE 329



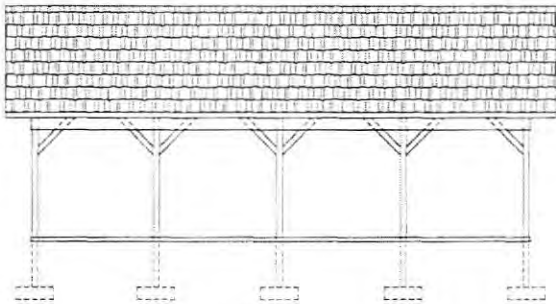
TAX MAP  
N.T.S.

# WALNUT MOUNTAIN PARK PAVILION PROJECT

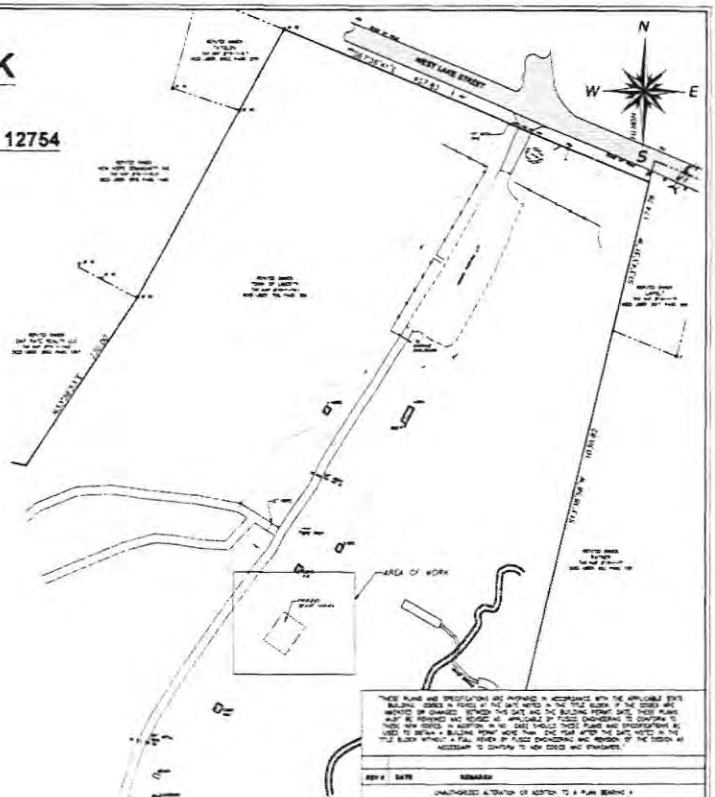
WEST LAKE STREET ENTRANCE, LIBERTY, NY 12754  
SULLIVAN COUNTY

PREPARED FOR:  
TOWN OF LIBERTY  
120 N MAIN STREET  
LIBERTY, NY 12754

PREPARED BY:  
FUSCO ENGINEERING  
& LAND SURVEYING  
233 EAST MAIN STREET  
MIDDLETOWN, NY 10940



ELEVATION  
N.T.S.



THIS PLAN AND PROVISIONS ARE PREPARED IN ACCORDANCE WITH THE APPLICABLE STATE BUILDING CODES IN FORCE AT THE DATE WHEN THE TITLE SHEET OF THE CODES WAS REVISED OR CHANGED. OTHER THAN SUCH AS THE BUILDING CODES, THESE PLANS AND SPECIFICATIONS ARE NOT GUARANTEED BY FUSCO ENGINEERING & LAND SURVEYING. THE USER OF THESE PLANS AND SPECIFICATIONS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AGENCIES AND AGENCIES OF THE STATE WHICH A FULL REVIEW OF THESE PROVISIONS AND REVISIONS OF THE CODES IS NECESSARY TO OBTAIN THE NECESSARY PERMITS AND APPROVALS.

REV.	DATE	REVISION

CHALLENGED ATTENTION OF ARCHITECT TO A PLAN BEARING A LICENSE PROFESSIONAL ENGINEER'S SEAL IS A VIOLATION OF SECTION 1305, SUBSECTION 1 OF THE N.Y. STATE ENGINEERING LAW.

FUSCO ENGINEERING & LAND SURVEYING, D.P.C.  
CONSULTING ENGINEERS

PROPOSED 20' X 40' PAVILION @  
WALNUT MOUNTAIN PARK  
TOWN OF LIBERTY, SULLIVAN COUNTY, NY

DATE	BY	CHECKED BY	SCALE





**SEE SPECIAL CONDITIONS - IMPORTANT**

It is intended for the Town of Liberty to receive bids for the construction of a pavilion at Walnut Mountain Park in the Town of Liberty, 73 Walnut Mountain Rd Liberty, NY 12754, in accordance with the plans and specifications.

The project shall include all work under this contract. The project will consist of the base bid for a new 30'X40' pavilion.

**Bidder to supply original and one copy of this proposal.**

The bidders are hereby notified that this is a prevailing wage job and all Labor Department requirements are in full effect.

The Town of Liberty reserves the right to reject any and all bids not deemed to be in the best interest of Town. The prices submitted shall be exclusive of all Federal and State taxes.

Any award shall be subject to the issuance of a purchase order or execution of a contract between the Bidder and the Town. The Town may, by written notice to vendor effective upon mailing, terminate this agreement in whole or in part at any time for,

1. Town's convenience,
2. Upon the failure of the vendor to comply with any of the terms or conditions of this agreement, or
3. Upon vendor becoming insolvent or bankrupt.

All proposals shall be submitted complete with Notice to Bidders, Specifications and Information to Bidders, Proposal and Non-Collusive Bidding Certification pages. Each bid shall be properly executed and signed by the bidder. Unsigned bids will be rejected. Bids must be submitted to this office by the date and time indicated.

Contractors to provide Verification Statement of registration section 202A New York State Labor Law certificate with the bid proposal.

**NO LATE BIDS WILL BE ACCEPTED – NO EXCEPTIONS.****ALL RFIs MUST BE SUBMITTED – IN WRITING – TO THE ENGINEER NOT LESS THAN 72 HOURS PRIOR TO BID OPENING**

Bidders must carry general liability insurance in the amount of \$1,000,000.00 for any one person or property claim, and \$3,000,000 for any one accident, and must be submitted by the successful bidder naming the Town of Deerpark as additional insured.

Workers Compensation insurance certificate must be submitted by the successful bidder. All Labor Department regulations must be complied with for a prevailing wage job.

A bid bond of 10% of the price bid shall be submitted with the bid. The successful bidder shall provide a

100% performance bond and payment bond. The OWNER shall retain five (5%) percent of the amount of each payment until final completion and acceptance of all WORK covered by the CONTRACT DOCUMENTS in addition to an amount necessary to satisfy any claims, liens or judgments against the CONTRACTOR which have not been suitably discharged.

A pre-bid meeting and walk-through is set for June 4, 2026 at 11:00 AM at the project site located at Walnut Mountain Park, West Lake Street Entrance, Liberty, NY 12754, at which time the bidders can inspect the property and ask any questions. The meeting is **not** mandatory.

Questions should be addressed to Alfred A. Fusco, Jr., P.E., Fusco Engineering & Land Surveying, D.P.C, 233 East Main Street, Middletown, New York (845) 344-5863. RFI's must be submitted in writing and must be submitted prior to 72 hours before bid opening. No RFIs will be accepted after said time.

The Contractor should acquaint himself with the Requirements of the New York State Department of Labor Industrial Code Rule No. 53, Dated April 1, 1975. The number for the Underground Facilities Protective Organization is 1-800-962-7962.

Note: As of July 18, 2008, the New York State Labor Law requires that all laborers, workers and mechanics on public projects complete an OSHA 10 hour Construction Outreach Program. This requires that all public works projects of at least two hundred and fifty thousand (\$250,000.00) dollars in total cost must specify and require that the covered employees have successfully completed the OSHA 10 hour program.

**WHEREVER ARCHITECT IS MENTIONED IN THIS BID PACKAGE, IT SHALL MEAN ENGINEER. THERE IS NO ARCHITECTURE ON THIS PROJECT. ALL DESIGN WORK IS ENGINEERING DESIGN.**

**Bidders are to submit original and one (1) copy of the bid format Proposal, Bid Bond, References, and Non-Collusion.**

PROJECT

TOWN OF LIBERTY  
Walnut Mountain Park Pavilion  
Walnut Mountain Park, West Lake Street Entrance, Liberty, NY 12754  
PROJECT NO. L-069

It is proposed by the Town of Liberty, New York to receive bids for the Construction of a park pavilion at 73 Walnut Mountain Rd Liberty, NY 12754.

Sealed proposals will be received by the Town of Liberty, 120 N Main St, Liberty, NY 12754 until 11:00 AM prevailing time on Thursday, June ~~25~~ 2026, for the above noted project. Bids will be publicly opened and read aloud at 11:00 AM on June 18, 2026, at the office of the Town Clerk,  
Liberty, NY 12754

All Bids must be delivered to an individual in the Town Clerk's Office, Town of Liberty, 120 N Main St, Liberty, NY 12754

Bids received after the above-mentioned time will not be accepted.

The Bid shall include all work to complete the project.

All bid envelopes must be marked "BID PROPOSAL TO BE OPENED at 11:30 AM, Thursday, June ~~25~~ 2026". It is the responsibility of the bidder to ensure that their Bid is delivered to **an individual in the Town Clerk's Office.**

All interested parties are invited to attend the Bid opening. Bids will be publicly opened and read aloud at 11:00 AM prevailing time on June ~~25~~, 2026, in the Town Clerk's Office at the Town of Liberty Town Hall, 120 N Main St, Liberty, NY 12754.

Walkthrough scheduled for June ~~11~~ 2026 at 11:00 AM at the project site located at 73 Walnut Mountain Rd Liberty, NY 12754.

Information for Bidders, Drawings, Specifications, and Contract Documents for the proposed work is on file and publicly exhibited at the following locations:

Town of Liberty Town Clerk  
120 N Main St  
Liberty, New York 12754

Fusco Engineering and Land Surveying, D.P.C.  
233 East Main Street  
Middletown, New York 10940  
(845) 344-5863

Copies will be available and obtained or viewed at the above addresses between the hours of 9:00 AM and 4:00 PM on or after May ~~15~~, 2026.

Personnel shall leave name, correct mailing address, phone number, fax number, and email address upon receipt of same.

No Bidder may withdraw from their Bid within 45 days after date of the opening of Bids, with a mandatory 45-day extension by request of the Town.

OWNER'S RIGHTS RESERVED:

The Town of Liberty, hereinafter called the Owner, reserves the right to reject any and all Bids and waive any formality or technicality in the bid in the interest of the Owner. The Owner reserves the right to award any part of this bid and reject the rest.

Contracts for work under this project will obligate the successful bidder and his subcontractors to observe all applicable federal, state and local laws and regulations in accordance with the INSTRUCTIONS TO BIDDERS.

The Town of Liberty is an equal opportunity affirmative action employer.

STATEMENT OF NON-COLLUSION:

Bidders on the Contracts are required to execute a non-collusion bidding certificate(s) pursuant to Section 103d of the General Municipal Law of the State of New York.

Attention of bidders is particularly called to the requirement as to conditions of employment to be observed and minimum wage rates to be paid under the contract, Section 3, Segregated Facilities, Section 109, and Executive Order 11246. The requirements for Bidders and Contractors under this order, which concerns non-discrimination in employment, are explained in the Contract Documents. Bidders are also required to comply with the provisions of Section 291-299 of the Executive Law of the State of New York.

The Town of Liberty hereby notifies all Bidders that it will affirmatively insure that in regard to any Contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

By Order Of  
Frank DeMayo, Supervisor  
Town of Liberty  
120 N Main Street  
Liberty, NY 12754

**Town of Liberty Mobile Bathroom Vendor and  
Product Quote and Procurement Information**  
(Sourcewell)



A New York State municipality can legally use [Sourcewell](#) to piggyback on existing contracts, even though Sourcewell is located in Minnesota.

New York General Municipal Law (GML) § 103(16) explicitly permits political subdivisions to piggyback on contracts let by the United States government, any state, or any other political subdivision outside of New York. Because Sourcewell is legally structured as a public service cooperative and local unit of government by the Minnesota legislature, it qualifies as an out-of-state government entity under New York law. GML 103(16) Attached

The municipality must ensure the specific procurement satisfies New York's three-prong legal test for out-of-state piggybacking:

### 1. The Underlying Prerequisites

- **Governmental Entity:** The original contract must have been let by a government agency, not a private third party. Sourcewell satisfies this since it acts as a public corporation.
- **Piggyback Language:** The original Sourcewell bid solicitation must have explicitly stated that the contract could be shared with and used by other public governmental entities nationwide. (See Attached Sourcewell Solicitation to 8540527 Canada Inc., DBA Comac Corp and Niu Toilet; And, American Cargo Group Trailers.)
- **Lowest Bidder or Best Value:** The contract must have been originally awarded using standard competitive bidding rules matching NYS criteria—either to the lowest responsible bidder or on a "best value" basis.

### 2. Purchase Limitations

- **Eligible Items:** Municipalities can only piggyback to purchase apparatus, materials, equipment, supplies, and directly related services like installation, maintenance, or repair.
- **Public Works Restriction:** New York law strictly prohibits using out-of-state cooperative contracts like Sourcewell for public works contracts (such as building infrastructure, paving, or major facility construction). Those must always be independently bid locally under standard GML rules.

### 3. Required Documentation

The municipality's procurement officer must maintain a local "due diligence" file to prove compliance to the [NYS Office of the State Comptroller \(OSC\)](#). This file must include:

- A copy of the original Sourcewell master contract and solicitation. (See Attached Contracts and follow links to procurement documentation below.)
- Proof that the vendor was evaluated through a competitive process matching New York's requirements.
- Cost-justification proving that using the Sourcewell contract provides financial savings or administrative efficiencies over a traditional local bid.

### **NIU Toilet**

[RFP](#)

[Proof of Publication](#)

[Proposal Opening Record](#)

[Proposal Evaluation](#)

[Comment and Review](#)

[Board Resolutions](#)

### **American Cargo Group**

[RFP](#)

[Proof of Publication](#)

[Proposal Opening Record](#)

[Proposal Evaluation](#)

[Comment & Review](#)

## Board Resolutions



STATE OF NEW YORK  
OFFICE OF THE STATE COMPTROLLER  
110 STATE STREET  
ALBANY, NEW YORK  
12236

**To: Chief Fiscal Officers**

**Subject: “Piggybacking” On Certain Other Governmental Contracts – Exception to Competitive Bidding (Updated – March 2025)**

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**Please provide copies of this bulletin to others who may need this information.**

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Background

Effective August 1, 2012, a new subdivision 16 was added to General Municipal Law (GML) § 103 to authorize political subdivisions and districts therein to purchase apparatus, materials, equipment and supplies, and to contract for services related to the installation, maintenance or repair of those items, through the use of contracts let by the United States or any agency thereof, any state or any other political subdivision or district therein. The contract must be made available for use by other governmental entities.

GML § 103 (16), which functions as an exception to GML § 103 (1), also requires that the contract be let either to the lowest responsible bidder or on the basis of best value in a manner consistent with GML § 103. GML § 103 (16) is now scheduled to expire on June 30, 2026.<sup>1</sup>

Political subdivisions (other than New York City) that wish to make procurements under GML § 103 (16) through the use of a contract let on the basis of best value must have first authorized the use of best value for awarding their own purchase contracts by local law, or in the case of district corporations (e.g. fire districts), school districts and BOCES, rule, regulation, or resolution. This authorization may be accomplished by the adoption of a single local law or single rule, regulation, or resolution. The stated purpose of GML § 103 (16) is to reduce administrative and product cost, and increase efficiencies.<sup>2</sup>

Many local governments have been approached by vendors offering goods and services under other governmental contracts and, in some cases, vendors have asserted that the contract falls within the exception in GML § 103 (16). It is the responsibility of local officials to review each proposed procurement to determine, on advice of the local government’s counsel as appropriate, whether the procurements falls within the exception. To assist local government officials in undertaking this review, we offer the following guidance.

### Three Prerequisites

There are three prerequisites that must be met in order for a procurement of apparatus, materials, equipment and supplies, and related installation, repair and maintenance services, to fall within this exception:

- (1) The contract must have been let by the United States or any agency thereof, any state or any other political subdivision or district therein. Therefore, there must be an underlying contract let by one of the listed governmental entities. Contracts developed for use by local governments that are let by private parties (e.g., a private company, association or not-for-profit corporation is the party awarding the contract to the vendor), and not by the United States or any agency thereof, any state or any other political subdivision or district therein, would not fall within the exception.

The phrase “any state or other political subdivision or district therein” clearly includes other states, and political subdivisions in other states. In our view, it also includes New York State political subdivisions. Therefore, in addition to the current competitive bidding exception for certain purchases through contracts of New York State counties (County Law § 408-a; GML § 103 [3]), local governments also may purchase through qualifying contracts let by other New York State political subdivisions under this exception.

- (2) The contract must have been made available for use by other governmental entities. This means that the other governmental entity has taken steps to make its contract available for New York local governments. In general, this would occur by inclusion in the contract let by the other entity of a clause extending the terms and conditions of the contract to other governmental entities. Unilateral offers by vendors to extend contract pricing and other terms and conditions would not fall within the exception.
- (3) The contract must have been “let to the lowest responsible bidder or on the basis of best value in a manner consistent with this section.” The term “consistent with this section” refers to General Municipal Law § 103 (and related case law) applicable to New York State political subdivisions. The purchasing local government would need to obtain background information on the procedures used to let the contract and, as necessary, consult with its counsel, to determine whether this prerequisite is met. Additional guidance on complying with this prerequisite follows.

Note, however, that a recent state supreme court decision holds that the use of the piggybacking exception set forth in GML § 103 (16) is not available for public works, public works contracts, and public works projects.<sup>3</sup>

### Determining Consistency with GML § 103

In order for a non-New York contract to have been let to the lowest responsible bidder or on the basis of best value (competitive offering) in a manner “consistent” with GML § 103, the procedures used by that government need not be exactly the same as those under GML § 103. Rather, the procedures for letting the non-New York contract must be in harmony or general agreement with, and further the same principles as the competitive bidding or best value requirements of GML § 103.<sup>4</sup> In this regard, the courts in this state have stated that the underlying purposes of GML § 103 are to guard against favoritism, improvidence, extravagance, fraud and corruption, and to foster honest competition in order that the local government may obtain the best goods and services at the lowest possible price to protect the public fisc.<sup>5</sup>

Based on the provisions of GML § 103 as construed by the courts in this State, and the underlying purposes of GML § 103, we believe there are four fundamental elements that should be present in the procedures used by the non-New York entity in letting its contract in order for the process to have been let to the lowest responsible bidder or on the basis of best value consistent with GML § 103. These elements are:

- Public solicitation of bids or, in the case of best value, offers. A public solicitation is consistent with the statutory advertising requirement in GML § 103, and serves to ensure that the purposes of GML § 103 are furthered.
- Submission of sealed bids or offers, or analogous procedures to secure and preserve the integrity of the process and confidentiality of the bids or offers submitted. A secure competitive bidding or best value process is consistent with the sealed competitive bidding and competitive offering requirements of GML § 103 and helps foster honest competition and guard against collusion.
- Preparation of specifications, or a similar document that provides a common standard for bidders or offerers to compete fairly. Consistent with the purposes of GML § 103, the contracting entity, in advance of the submission of bids or offers, should convey the nature of the goods or services and other information necessary for prospective bidders or offerers to make an intelligent evaluation and bid or offer, without being unduly restrictive.<sup>6</sup> In the case of a best value process, this generally should include a description of the manner in which the evaluation of the offers and award of the contract will be conducted and, as appropriate, identify the relative importance or weight of price and non-price factors.<sup>7</sup>
- Award to the lowest bidder who materially or substantially meets the bid specifications and is determined to be a responsible bidder, or in the case of a best value process, an award to the responsive and responsible offerer<sup>8</sup> which optimizes quality, cost and efficiency, reflecting objective and quantifiable analysis, whenever possible.<sup>9</sup> A contract awarded through a negotiation process would not be consistent with the requirements and purposes of awarding to the lowest responsible bidder or on the basis of best value in a manner consistent with GML § 103.

### Other Factors to Consider; Internal Controls.

- Contractual Relationship. By placing an order with the contract vendor, the purchasing local government generally will be entering into a contractual relationship with that vendor in accordance with the terms and conditions of the contract. Accordingly, local officials, in consultation with the attorney for the local government as necessary, should carefully review those terms and conditions before making the purchase. In some cases, the contract may have been let in a manner consistent with GML § 103, but the terms and conditions of the contract may conflict with other New York State laws or regulations.<sup>10</sup> This could result in the local government being unable to use the contract.
- Audit of Claims. The payment to the contract vendor will be subject to standard procedures for claims processing, including audit of claims procedures.
- Cost Savings Justification. Unlike amendments to GML §§ 103 (3) and 104 pertaining to county and certain federal contracts (e.g. L 2003, ch 62; L 2011, ch 97), GML § 103 (16) does not expressly require local governments to consider whether the contract will result in cost savings. Nonetheless, local officials should perform a cost-benefit analysis before utilizing this exception. This will help ensure that the local government is furthering the underlying purposes of GML § 103(16), and that the procurement is consistent with the purposes of GML § 103. The analysis should be used to demonstrate whether “piggybacking” is cost effective and should consider all pertinent cost factors, including any potential savings on the administrative expense that would be incurred if the local government initiated its own competitive bidding or best value process.
- Documentation. Local governments should maintain appropriate documentation to allow for a thorough review of the decision to use this exception to competitive bidding by local government officials, external auditors and taxpayers. This documentation may include such items as copies of the contract, analysis of the contract to ensure it meets the three prerequisites stated above, and cost savings analysis including consideration of other procurement methods.

### Procurements Below the Bidding Monetary Threshold; Policies and Procedures

As noted, GML § 103 (16) provides an exception to the requirements of subdivision one of that section. However, procurements that are below the monetary thresholds set forth in Section 103 (1) (or otherwise fall within another exception, such as emergency purchases) already are exempt from the requirements of GML § 103. Those procurements, instead, are subject to the local government’s own procurement policies and procedures adopted pursuant to GML § 104-b. Therefore, whether a local government may make purchases that are below the statutory thresholds by “piggybacking” on contracts let by governmental entities listed in GML § 103 (16) will be governed by the local government’s own procurement policies.

Please feel free to contact Mark Stevens in our Division of Legal Services (518-402-4437) with legal questions, and the State Comptroller's regional office that serves your local government with internal control and documentation questions.

### End Notes

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<sup>1</sup> See L 2014, ch 55, part G as amended by L 2022, ch 455.

<sup>2</sup> NY Senate and Assembly Memos in Support of S. 5525-C/A. 8034-C, 2012. The amendment also states that the authority provided in GML § 103 (16) does not relieve any obligation of the local government to comply with any applicable M/WBE business enterprise mandates and the preferred source requirements of State Finance Law § 162.

<sup>3</sup> See, Matter of Daniel J. Lynch v Board of Education of the Maine-Endwell Central School District, 2025 NY Misc. LEXIS 711 (Broome Co. Sup. Ct. 2025).

<sup>4</sup> See e.g. Stocker v Sheehan, 13 AD3d 1.

<sup>5</sup> See e.g. AAA Carting v Town of Southeast, 17 NY3d 136; Associated General Contractors v New York State Thruway Authority, 88 NY2d 56; Jered v NYCTA, 22 NY2d 187; see also GML § 100-a.

<sup>6</sup> See e.g. AAA Carting v Town of Southeast, 17 NY3d 136; Browning-Ferris v City of Lackawanna, 204 AD2d 1047; Progressive Dietary v Wyoming County, 90 AD2d 214; Matter of L & M Bus Corp. v New York City Dept. of Educ., 17 NY3d 149; Gerzof v Sweeney, 16 NY2d 206.

<sup>7</sup> See e.g. State Finance Law § 163 (9) (b).

<sup>8</sup> Whether a bidder or offerer is "responsible" involves a factual, case by case examination into a bidder's background, assessing factors such as a bidder's capacity and financial ability to complete the contract, accountability, reliability and integrity (see e.g. DeFoe v New York City, 87 NY2d 754; Abco Bus v Macchiorola, 75 AD2d 831, revd on dissent 52 NY2d 938; State Finance Law § 163 [1] [c]). For purposes of a contract that has been awarded on the basis of best value, a "responsive" offerer is offerer meeting the minimum specifications or requirement prescribed in the procurement solicitation (see State Finance Law § 163 [1] [d]).

<sup>9</sup> GML § 103 (1); SFL § 163 (1) (j); see e.g. Matter of Transactive v New York State Department of Social Services, 236 AD2d 48, affd on other grounds 92 NY2d 579. If the contracting entity let the best value contract based on criteria that was not objective and quantifiable, some form of justification should be provided (see State Finance Law § 163 [9] [a]).

<sup>10</sup> For example, an out-of-State contract may require advance payment to the vendor. With limited exceptions, local governments may not pay a claim for goods or services prior to audit and approval by the claims auditing body or official, or prior to the receipt of goods or services (see e.g. Town Law § 118; Village Law § 5-524 [4]; County Law § 369 [2]; Education Law § 1724; 8 [A-2] NYCRR § 170.2 [k]). Therefore, such a clause may conflict with New York State statutes.

**Solicitation Number: RFP 081721****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and 8540527 Canada, Inc., dba Comac Corporation and Niu Toilet, 576 Industrial Blvd., Saint-Eustache QC J5R 5V3 Canada (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Restroom and Shower Facility Solutions from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires October 15, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. **PARTICIPATION.** Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. **ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

**B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

**C. SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

**D. TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

**E. GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

**A. PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

#### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

#### **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

### **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

### **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
  - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

**3. Use; Quality Control.**

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. **Termination.** Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**M. FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

**N. NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

**O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

**P. FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

**Q. CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

**R. U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

**S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

**22. CANCELLATION**

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

8540527 Canada, Inc.,  
dba Comac Corporation and Niu Toilet

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 10/13/2021 | 1:32 PM CDT

DocuSigned by:  
*Jeffrey Cohen*  
By: B3004A8E248E49C...  
Jeffrey Cohen  
Title: Sales/Marketing Director  
Date: 10/14/2021 | 9:48 AM CDT

Approved:

DocuSigned by:  
*Chad Coauette*  
By: 7E42B8F817A64CC...  
Chad Coauette  
Title: Executive Director/CEO  
Date: 10/14/2021 | 9:49 AM CDT

# RFP 081721 - Restroom and Shower Facility Solutions

## Vendor Details

Company Name: 8540527 Canada Inc

Does your company conduct business under any other name? If yes, please state: Comac/Niu Toilet

Address: 576 Industrial Blvd  
St Eustache, QC J7R 5V3

Contact: Tony Volpe

Email: tony@niutoilet.com

Phone: 705-571-5438

Fax: 450-628-4677

HST#: 842712861-0001

## Submission Details

Created On: Friday July 30, 2021 12:06:27

Submitted On: Tuesday August 17, 2021 12:17:31

Submitted By: Tony Volpe

Email: tony@niutoilet.com

Transaction #: 6105fe45-aa5e-46b0-b648-ea13489b64d2

Submitter's IP Address: 184.145.204.163

**Specifications****Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	8540527Canada, Inc
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Niu Toilet, Comac Corporation
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Comac Corporation Niu Toilet , Comac Sani Division
4	Proposer Physical Address:	576 Industrial Blvd Saint-Eustache, QC J5R 5V3 Canada
5	Proposer website address (or addresses):	www.niutoilet.com www.comaccorporation.com
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jeffrey Cohen- Sales/Marketing Director 576 Industrial Blvd Saint-Eustache, QC J5R 5V3 Canada jeffc@comaccorporation.com (514) 444-3161
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jeffrey Cohen Sales/Marketing Director jeffc@comaccorporation.com 514-444-3161
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Tony Volpe- Sales (705) 571-5438 tony@niutoilet.com

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response*
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Comac Corporation Inc. was founded in 1984 with the focus to build and dominate the industrial hand dryer market. Our goal has always been to supply the finest quality and most up to date sanitization and disinfection products and accessories, and have done so successfully. Within the last 2 years- Comac has launched NIU TOILET- with a very positive market response. NIU TOILET's offerings consists of permanent washroom structures, portable toilets, trailer toilets and portable shower stalls- standard or ADA compliant- designed for use in public and private sector, while meeting the highest existing standards and practices required for today's changing pandemic conditions.
10	What are your company's expectations in the event of an award?	To carry out the award with diligence, professionalism and attention to detail.
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Annual Sales- 2-3 million 2.5 million LOC, currently using 0 % used, self finance, 1 million in inventory
12	What is your US market share for the solutions that you are proposing?	50% approximately
13	What is your Canadian market share for the solutions that you are proposing?	50% approximately
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Canadian Manufacturer with a combination of full-time employees, authorized agents and distributors, including full sales and service support.
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	control goods certified, ISO 9001, CSA, CE, ROHS, ULC, LED Certified, BOMA Certified
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response*
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Comac - ACRIQ award for innovation and R&D 2019, Mercedor for international affairs and commerce All shown on our website- www.comaccorporation.com
19	What percentage of your sales are to the governmental sector in the past three years	25%
20	What percentage of your sales are to the education sector in the past three years	55%
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Transport Ministry of Quebec - mandated to make accessible and intelligent washrooms in Quebec. 1.4 million
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A

**Table 4: References/Testimonials**

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name*	Contact Name*	Phone Number*
Peel Regional School District	Peter Gatner	905-890-1010
McDonalds Canada	Jeff Kelly Operations Manager	519-383-7511
Quebec Ministry of Transport	Martin Syndrom	1-888-355-0511

**Table 5: Top Five Government or Education Customers**

**Line Item 24.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Peel Regional School District	Education	ON - Ontario	Hand dryers, UV HVAC system	23k	130k
Ottawa School Board	Education	ON - Ontario	Hand dryers, UV HVAC, Smart Toilets	27k	142k
Quebec School District	Education	QC - Quebec	Hand Dryers, UV HVAC, touches bathroom accessories	47K	160K
Montreal International Airport	Government	QC - Quebec	HVAC, Hand Dryers, touchless bathroom accessories	20K	200k
Toronto Pearson Airport	Government	ON - Ontario	HVAC, Hand Dryers, touchless bathroom accessories	33K	200k

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
25	Sales force.	Canada / USA / International
26	Dealer network or other distribution methods.	We work with independent and stocking distributors across the globe and are a Supplier Member to many specific buying groups and associations related to our products and services
27	Service force.	Full time in house service staff with both employees and outside independent agents/ reps for service as well.
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	All orders will be reviewed, confirmed, and handled in house by parent company Comac and primary or secondary contact.
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	All our products have guarantees- so any customer service issues should arrive by email directly or through our Sourcwell portal- and then all matters are addressed and handled within 24-48 hours and confirmed by primary or secondary contact who will as well- maintain and manage contracts/ respond in a timely fashion/ and complete any business reviews to Sourcwell and Participating Entities, if applicable.
30	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	100% as we are currently doing business in USA
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	100% as we are currently doing business in Canada.
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	N/A
33	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We will work with all Sourcwell participating entity sectors.
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	N/A

Table 7: Marketing Plan

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	We would proudly announce this contract opportunity- and what this contract represents for our company and affiliates and customers with online marketing/email marketing and other forms of advertising (print/media/etc) We feel- especially in regards to this RFP- that our products are ideal and can really help society now- so we will try to make that clear within our strategy and marketing materials all while promoting Sourcewell and related partners at the same time.
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We are very active on social media through many platforms; and will promote the relationship and developments of this contract with any related published materials, media links, or communications through our own websites as well as all our many social media links
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We hope to work closely with Sourcewell- recognized as the first contact- and we will incorporate and utilize any Sourcewell logos/imagery within our marketing materials and promotions if authorized and approved by Sourcewell.
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our products are very specific and are not sold online. Only information is available online

Table 8: Value-Added Attributes

Line Item	Question	Response *
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training is available online or in person for all products, at no charge. Provided by Comac/Niu service department or agents.
40	Describe any technological advances that your proposed products or services offer.	All our products are designed for today's pandemic conditions with touchless options, bacteria free surfaces, self cleaning mechanisms, light disinfection, ULVC disinfection, GPRS remote monitoring, active emergency services and more. All our units have a GPRS- which is a remote monitoring system for the owner/operator of the unit providing information and usage- thus allowing for less maintenance, energy and resource savings.
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	LEED certified, Greenspec certification up to 87% materials.
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Hydro Quebec -, Hydro One IRQ awarded ACRIQ accredited
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	N/A
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Our brand new Canadian Made designs related to this RFP are the most up to date and technical solutions being built today- with specific focus on disinfection and sanitization. Our models are custom designed for proper updated solutions to sanitary needs in regards to today's trailer and portable toilet industry. We can modify and custom design any interior layout to suit customer's needs and specifications.

**Table 9A: Warranty**

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
45	Do your warranties cover all products, parts, and labor?	Our warranties cover all products and parts used within our units. Labor is not included.
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our products are meant to be used as intended- and certain products are anti-theft/graffiti/etc. However- If products are tampered with - warranty does not apply.
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	NO- warranty repairs can be done wherever our products are placed/installed.
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	We assume all responsibility for any parts and their respected warranties.
50	What are your proposed exchange and return programs and policies?	Depending on product and actual issue; as well as the physical location- this is to be discussed and handled accordingly in a timely and responsible manner.
51	Describe any service contract options for the items included in your proposal.	N/A

**Table 9B: Performance Standards or Guarantees**

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
52	Describe any performance standards or guarantees that apply to your services	Our services rely on quick performance, accuracy, consistency, and quality work provided by reliable employees while keeping our mission and objectives clear. We stand behind our designs and guarantee to provide units that perform as expected.
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	The initial response to our toilet and shower units has provided the indicators for our advancements and investments into our product line- as well as our growth in our manufacturing and production abilities.

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
54	Describe your payment terms and accepted payment methods?	NET 30 on purchase orders. Depending on order size/value- a 25% deposit may be required. All payment types accepted Wire Transfer, Letter of credit, Certified check, credit card
55	Describe any leasing or financing options available for use by educational or governmental entities.	Financing and leasing options available through our own company or a 3rd party.
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We accept purchase orders, sales orders, buying contracts-, etc. All conditions and terms of sale to be clearly indicated on sales order confirmation
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Specific line-item discounted pricing and pricelist will be provided for this RFP- with all conditions/terms/etc indicated on pricelist  see uploaded price lists
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	3-5%
60	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts: <ul style="list-style-type: none"> <li>• 250 000\$ to 500 000\$ (Calculated by Fiscal year) 2.9% discount</li> <li>• 500 001\$ to 750 ,000\$ (Calculated by Fiscal year) 3.9% discount</li> <li>• 750,001\$ to 1000 000\$ (Calculated by Fiscal year) 5% discount</li> </ul>
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	N/A
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	There is a flat 10% additional charge for our permanent-fixed washroom/shower facility/structures due to the set-up and all requirements
63	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Each order will be reviewed individually with the participating entity and then shipping costs will be calculated based on product weight and final destination. Comac will ensure and guarantee delivery for each unit purchased.
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	All the same terms and programs apply to these destinations- which will be identified at time of order submission and will be calculated based on product weight and specific requirements.
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	With the potential of the RFP- we have decided to make our pricing even more appealing with a better discount

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template.	Comac will keep and provide weekly and monthly updates as to the status of each product and RFP- by verifying and monitoring all details of order and production process from start to finish.  We will identify each order in our system with a unique code for accounting and sales reports and this information will be relayed to participating and necessary entities as required for the RFP and by all necessary obligations and requirements for auditing purposes.
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We will confirm the date of order placement and actual delivery required date and determine if any costs have increased due to market conditions compared to actual shipping time frame.
69	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	1%

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We focus on brand new designs of efficient, environment friendly and high-tech portable washrooms, trailer toilets, portable shower stalls, and permanent fixed washroom structures/buildings-both standard and ADA compliant- all made with materials and equipment oriented towards the highest hygiene standards required for todays changing market and global pandemic conditions; and using the newest and latest technology in regards to these units and models.
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	washroom upgrades washroom renovations public sanitary solutions portable restrooms portable showers Disaster relief Homeless outreach centers Firefighting emergency services Temporary structures Bunk Houses

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
72	Flush, waterless (vault), or compostable toilets and restrooms	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Newest and latest technology related to this requirement with all equipment and with specific design features for remote monitoring.
73	Showers and changing rooms	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	All units are custom designed and we offer the newest developments in technology and sanitization- and can modify any interior as per requirements.
74	Combination restroom, shower, changing room, and ancillary or accessory use structures or facilities	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	All products and models are custom designed and we offer all models with the newest technology to be used as either portable or fixed /permanent options and can be ADA compliant as well
75	Equipment, products, accessories, and supplies related to the solutions in lines 72 - 74 above.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Touchless Toilets/Urinals/Sinks/Mirrors/LED lighting/Touchless hand dryer/faucet/ Showers/sinks and counters/paper towel dispensers/baby change stations/Remote operator monitoring
76	Related services - design-build services, site assessment, site preparation, customization, delivery, assembly, installation, maintenance or repair, and warranty programs.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Design build and visuals, delivery, and all warranties guaranteed For fixed/permanent washroom structures/buildings- we offer full turn key solutions

**Table 15: Industry Specific Questions**

Line Item	Question	Response *
77	Describe the installation process for your products and identify how installation is managed in the order process, if applicable.	Once order is submitted- based on unit type- we will assess delivery and set up requirements based on location and conditions- and determine options and requirements. Once determined- delivery, installation and set up will be confirmed.
78	Describe applicable vandalism resistance or vandalism abatement measures or attributes incorporated in the design or manufacture of your products.	Many of our products put inside our various units are vandal proof, scratch proof and tamper proof. The outside of our units are vandal proof and graffiti proof as well. We also have exterior security cameras available, and lighting on all our units- and GPRS for emergency responses.

**Table 16: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 79. NOTICE:** To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

**Documents**

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Sourcewell- 2021 Program Pricing.pdf - Tuesday August 17, 2021 08:30:56
- Financial Strength and Stability (optional)
- [Marketing Plan/Samples](#) - Proud New Member.pdf - Friday August 13, 2021 07:55:19
- [WMBE/MBE/SBE or Related Certificates](#) - comac-certifications.png - Friday August 13, 2021 07:55:49
- [Warranty Information](#) - Niu-Warranty.pdf - Monday August 16, 2021 14:34:34
- [Standard Transaction Document Samples](#) - oORDER SAMPPLE.pdf - Monday August 16, 2021 12:40:03
- Upload Additional Document (optional)

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jeffrey Cohen, Sales/Marketing Director, 8540527Canada, Inc

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

**File Name**

**Addendum\_1\_Restroom\_and\_Shower\_Facilities\_RFP\_081721**  
Thu August 5 2021 02:29 PM

I have reviewed the  
below addendum and  
attachments (if  
applicable)

**Pages**

1

2



APRIL 23, 2026

**NIU TOILET PROPOSAL FOR:**

**THE TOWN OF LIBERTY**

**8540527 Canada Inc. D.B.A. NIU TOILET**

**About Us:**

NIU smart toilet is the latest division of Comac Corporation- a Canadian Corporation (established- 1984) specializing in the manufacturing of mobile sanitation-Trailer toilets-ADA Units-Combo Units-shower/laundry/toilet-Office trailers-Rehab trailers-and fixed washroom structures.

Our goal, to create the perfect mobile solutions with the highest efficiency at the lowest cost.

**ADDRESS:**

833 Rue Bériault, Longueuil, QC J4G 1X7 / 1-855-550-0303

[www.niutoilet.com](http://www.niutoilet.com) / [www.comaccorporation.com](http://www.comaccorporation.com)

**Contact:** Jeffrey Cohen- 514-444-3161- [jeffc@niutoilet.com](mailto:jeffc@niutoilet.com)

**Account types:**

We currently work with procurement groups across North America (Sourcewell/Canoe/Merx/Procured/etc) and supply school districts, government agencies (local and federal), rental companies, emergency relief sector, and other markets/sectors. We are also a recognized supplier and member in SAM.GOV.

**PROPOSED PRODUCT INFORMATION: Niu Toilet- 2026- Mobilio 1- 8 x 12- ADA Washroom trailer**

**1 x Full UNISEX ADA washroom- with all ADA compliant accessories**

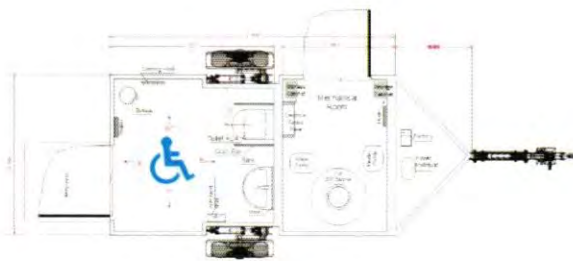
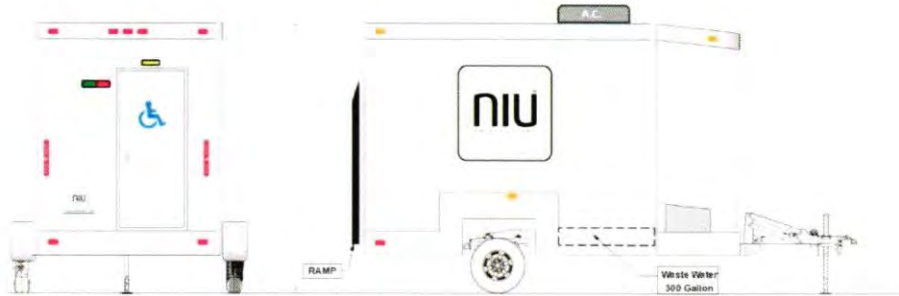
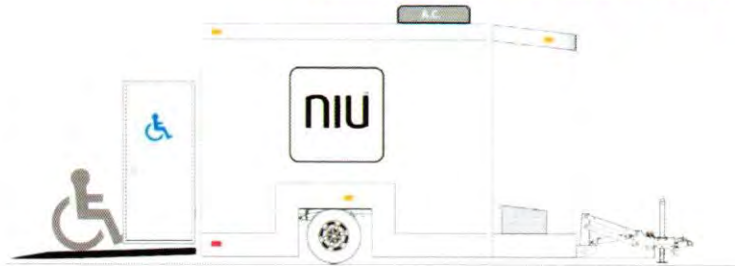
<https://niutoilet.com/product/m01-m02-trailers/>

**NOTE: ALL OUR UNITS ARE CUSTOM DESIGNED-**

**Interior layout as far as position/type and location of certain accessories can be modified.**



**NIU TOILET- 2025-  
MOBILIO 1- 8 X 12- ADA TOILET**



**PRODUCT Features + Construction:**

- Frame made of LINE-X®-treated steel
- Load Levelers 5,000 lb (4).
- Aluminum structure with standard urethane insulated sandwich panel (2" or 3" optional).
- Dexter TorFlex Axle (7500 lbs)
- Good Year Tires ST 205 75R15 or ST 225 75R15
- Electric Brake System



- Seamless Aluminum Roof
- 32" Commercial Doors
- Insulated and heated wastewater tanks.
- FRESHWATER TANK- 200 GALLON
- WASTEWATER TANK- 300 GALLON
- AC – 10000 BTU
- Winter package
- All our units are heated and ventilated

**STANDARD FEATURES:**

- Color- White- with customer logo if wanted
- Antibacterial walls
- UV disinfection system
- Self disinfection system ULVC
- Self-cleaning HVAC mechanism
- Dual communication system (Remote accessibility)
- GPRS
- Exterior LED occupancy
- Wireless camera
- Automatic toilets- stainless steel
- Stainless steel sinks
- Touchless Hand dryer
- Paper towel dispenser
- Toilet paper dispensers
- Automatic Soap dispenser
- Automatic faucet
- Full Hydraulic ADA drop down chassis with ramp
- Interior ADA grab bars and accessories
- Fire Extinguisher / First Aid kit
- Garbage Bin
- Fire alarm
- Smoke alarm
- Mechanical/Electrical room
- Touchless control panels
- Automatic light (ON & OFF) inside and outside- 12V
- 500W/120V Heating system
- Extra keys for all doors



**WARRANTY:**

- ***Electrical: 5 YEARS PARTS AND COMPONENTS***
- ***Structure: 20 YEARS***
- **Interior Components- All Canadian Made COMAC products and accessories with lifetime warranty)**

**PRICE: \$49,000.00 DELIVERED**

**SOURCEWELL CONTRACT #081721-NIU**

**SOURCEWELL PROMO: FREE SHIPPING**



8540527 CANADA INC. / NIU TOILET / COMAC CORPORATION  
833 Rue Beriault, Longueuil, Quebec, J4G 1X7 / 1-855-550-0303  
[www.comaccorporation.com](http://www.comaccorporation.com) / [www.niutoilet.com](http://www.niutoilet.com)

### NIU TOILET REFERENCES

**1- County Of Wolcott-Connecticut (2024)**

Natalie Clark- Accounting and Purchasing- [nclark@wolcottct.org](mailto:nclark@wolcottct.org)  
10 Kenea Ave, Wolcott, CT. 06716 / 203-879-8100- x-142  
30 foot- 9 station ADA=Universal Mobile Washroom Trailer

**2- GRTC transit, Richmond, VA, (2023)**

Kodi Berger- 1-757-213-8624-  
301 EAST BELT BOULEVARD, RICHMOND, VA. 23224  
2 station AODA self cleaning bathroom

**3- ATCO Canada (2024)**

Martin Rodrigue - [Martin.Rodrigue@atco.com](mailto:Martin.Rodrigue@atco.com)  
10 STATION TOILET

**4- Los Alamos National Laboratory (USA, Navy base) 2023**

Loni Galea -[LONI@LANL.GOV](mailto:LONI@LANL.GOV)  
30FT (9 station CBOX- ADA Smart permanent Bathroom structure)

**5- City of Windsor:2025 -TBOX** - Laura: Ash, [lash@citywindsor.ca](mailto:lash@citywindsor.ca)

**6- Madison County 2025, AODA 4 STATION** - \$249,000.00 USD

Beverlyn D. Leonard, Beverlyn Leonard <[bleonard@madisoncountyal.gov](mailto:bleonard@madisoncountyal.gov)>

**7- City of Brampton . TBOX, ADA, AODA** - \$54,900.00 CDN

Reza , Sanat, Sanat, Reza [Reza.Sanat@brampton.ca](mailto:Reza.Sanat@brampton.ca)

**8- City of Edmonton** :3 Station AODA x 2- - \$960,000.00 CDN

Henry Maisonneuve [henry.maisonneuve@edmonton.ca](mailto:henry.maisonneuve@edmonton.ca)

**9- Delnor (City of Calgary),** - \$368,000.00 CDN

Ryan Christensen <[RyanC@delnor.ca](mailto:RyanC@delnor.ca)> 2 AODA station



**Solicitation Number: RFP #092922**

**CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and American Cargo Group Trailers, LLC, 1503 McNaughton Ave., Elkhart, IN 46514 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Trailers with Related Equipment, Accessories, and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires December 20, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

**B. WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

**C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

**A. SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcwell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcwell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcwell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcwell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcwell. Sourcwell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcwell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcwell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

**B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

**C. SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

**D. TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

**E. GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

**A. PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

#### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

#### **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

### **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

### **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
  - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

**3. Use; Quality Control.**

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

**4. Termination.** Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

**B. PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

**C. MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

**D. ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

## 15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

## 16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for products liability-completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

- \$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:  
\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:  
\$2,000,000 per occurrence  
\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

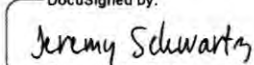
## **22. CANCELLATION**


Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

American Cargo Group Trailers, LLC

DocuSigned by:  
  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
12/15/2022 | 12:16 PM CST  
Date: \_\_\_\_\_

DocuSigned by:  
  
By: C1929684AC05402...  
Scott Samuels  
Title: Director of Marketing  
12/21/2022 | 10:32 AM CST  
Date: \_\_\_\_\_

Approved:

DocuSigned by:  
  
By: 7E42B8F817A64CC...  
Chad Coquette  
Title: Executive Director/CEO  
12/21/2022 | 10:36 AM CST  
Date: \_\_\_\_\_

# RFP 092922 - Trailers with Related Equipment, Accessories, and Services

## Vendor Details

Company Name: American Cargo Group  
Does your company conduct business under any other name? If yes, please state: Wells Cargo, Haulmark, American Hauler and UltraLav  
Address: 1503 McNaughton Ave.  
Elkhart, Indiana 46514  
Contact: Scott Samuels  
Email: scott.samuels@americancargogroup.com  
Phone: 574-607-3326 5280  
HST#:

## Submission Details

Created On: Monday August 22, 2022 10:40:47  
Submitted On: Thursday September 22, 2022 16:46:57  
Submitted By: Scott Samuels  
Email: scott.samuels@americancargogroup.com  
Transaction #: 9d6b0691-4cbc-4c43-b646-1c941dbce43f  
Submitter's IP Address: 207.32.236.122

## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcwell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	American Cargo Group Trailers, LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Haulmark, Wells Cargo, and American Hauler
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Haulmark, Wells Cargo, and American Hauler
4	Provide your CAGE code or Unique Entity Identifier (SAM):	LN6G66EZCS5  Note: American Cargo Group is in the process of being acquired by Tuckahoe Holdings. This Unique Entity ID reflects the address of where the new company is incorporated. Once the sale is complete, the address (on SAM.GOV) will be updated to reflect our Corporate Office address which is noted on question #5.
5	Proposer Physical Address:	1503 McNaughton Ave. Elkhart, IN 46514
6	Proposer website address (or addresses):	www.americancargogroup.com www.wellscargo.com www.haulmark.com www.americanhauler.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Scott Samuels Director of Marketing 1503 McNaughton Ave. Elkhart, IN 46514 scott.samuels@americancargogroup.com 574-612-6434
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Scott Samuels Director of Marketing 1503 McNaughton Ave. Elkhart, IN 46514 scott.samuels@americancargogroup.com 574-612-6434
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mike Nichols VP Sales mike.nichols@americancargogroup.com 254-495-2183

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	American Cargo Group (ACG) was formed in August of 2018, at which time it acquired the existing brands of American Hauler, Haulmark, and Wells Cargo. Wells Cargo was originally founded in 1954 and is credited with pioneering the enclosed cargo trailer industry. Haulmark, established in 1977, spent many years as the number one top selling enclosed steel trailer manufacturer in the United States. American Hauler, founded in 2003, is an established name in the Midwest and Canada with approximately 120 dealers.
11	What are your company's expectations in the event of an award?	The expectation of ACG is to build strong relationships with Sourcewell's member community who are in the market for an enclosed cargo trailer(s). We will use all our resources and experience to match them with the specific trailer that will best fit their needs, and ultimately sell them a trailer that will exceed their expectations.
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	American Cargo Group is a privately owned company and prefers not to share sensitive financial information. The owner is Robb Kaufman. Robb Kaufman is a true entrepreneur. He owns over 20 different business entities (not including ACG) with the most well known is Kaufman Trailers. Kaufman Trailers was founded in 1987. (Kaufman Trailers is NOT part of this RFQ submission.) At the time of this application, American Cargo Group is in the process of being acquired by Tuckahoe Holdings based in Richmond, VA. Once consummated, this new ownership structure will greatly strengthen American Cargo Group's financial strength. Here is a link to Tuckahoe Holdings: <a href="https://www.tuckahoeholdings.com/">https://www.tuckahoeholdings.com/</a>
13	What is your US market share for the solutions that you are proposing?	According to Statistical Surveys, Inc., American Cargo Group (ACG) has a 6.5% US Market Share for enclosed trailers. That ranks ACG 3rd among all enclosed trailer manufacturing companies. The enclosed trailer marketplace is highly fragmented. American Cargo Group is one of only three (3) enclosed trailer manufacturers with an established national distribution footprint with six (6) strategically located factories across the United States.
14	What is your Canadian market share for the solutions that you are proposing?	While there is no official market share data for Canada, ACG does have five manufacturing facilities that produce enclosed trailers for the Canadian market from British Columbia to Quebec. ACG has over 70 dealers in Canada.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	ACG would best be described as a manufacturer. We have an internal sales staff (employees) including Territory Sales Managers (TSM) and Dealer Support Specialists (DSS). Our sales staff's primary duties relate to supporting our nationwide dealer network. Our dealer network is made up of independent businesses (not company-owned). Our corporate office in Indiana does have an Indiana Dealer License for our UltraLav Mobile Restroom division. If we deem it in the best interest of any Sourcewell member, we have the ability to process any trailer sale through this sales channel. However, in most cases, an authorized ACG dealer will process the trailer sale.
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	American Cargo Group (ACG) sells primarily through our nationwide dealer network. ACG has proper manufacturing certifications to sell to dealers in every state except Louisiana. ACG is currently working to be recertified to sell to dealers in the state of Louisiana. ACG, on occasion, does sell direct to the end user through our UltraLav Mobile Restroom division and has an up-to-date Indiana dealer license. All our fleet certified dealers have up-to-date dealer licenses and sell to customers nationwide.
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	In 2020, Statistical Surveys, Inc. (SSI) awarded American Cargo Group with two awards: 1.) #1 Trailer Manufacturer Market Share Increase ALL TRAILER SEGMENTS 2.) #1 Trailer Manufacturer Market Share Increase Enclosed Trailers.
20	What percentage of your sales are to the governmental sector in the past three years	Less than 10%
21	What percentage of your sales are to the education sector in the past three years	Less Than 5%
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	None
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None. We do have some independent dealers that have GSA contracts.

**Table 4: References/Testimonials**

**Line Item 24.** Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
LaGrange County Commissioners	Zachary Holsinger	(260) 499-6431 zholsinger@lagrangecounty.org
US Forest Service	Chris Reynolds	chris.reynolds@usda.gov
National Park Mount Rainer	Geoff Walker	(360) 569-6691 geoff.walker@nps.gov

**Table 5: Top Five Government or Education Customers**

**Line Item 25.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
See List	Government	Indiana - IN	As noted before, American Cargo Group utilizes a dealer network to sell our trailers. While we strongly encourage our dealers to properly register sold trailers, often we are not directly aware of the final customer and/or application. Please see attached list of some of our many Government and Education customers.	N/A	N/A
See List	Government	Indiana - IN	N/A	N/A	N/A
See List	Government	Indiana - IN	N/A	N/A	N/A
See List	Government	Indiana - IN	N/A	N/A	N/A

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	American Cargo Group currently has six (6) manufacturing facilities located in Bristol, IN, Elkhart, IN (2 plants), McAdoo, PA, Waco, TX and Ogden, UT. American Cargo Group has 7 Territory Sales Managers. Each Territory Sales Manager has at least one Dealer Support Specialist (i.e., Inside Sales). These are all full-time employees of American Cargo Group
27	Dealer network or other distribution methods.	American Cargo Group has over 800 authorized dealers representing our four brands across the United States and Canada.
28	Service force.	Most, not all, of our authorized dealer network have some level of service/repair capabilities. Those that don't, often have local connections with independent service/repair facilities. Lastly, we have a fully staffed Parts and Warranty department that can assist in finding service/repair facilities.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	American Cargo Group will take a multi-pronged approach to the ordering process based on which sales channel will best service the needs of Sourcwell's participating members. There are three (3) potential sales channels: 1.) one of our 800 nationwide authorized dealers 2.) one of our recognized Fleet Approved Dealers* 3.) Direct Sale through our in-house UltraLav Mobile Restroom division that has an Indiana Dealer License. All Sourcwell sales leads will be funneled through a dedicated Account Manager who will work closely with your members and guide them through the ordering process. To your members, the entire process should be seamless regardless of which sales channel ends up consummating the trailer transaction.  *Authorized Fleet Dealers are dealers identified by ACG as qualified to handle larger key accounts. They have a dedicated and experienced staff with exceptional product knowledge, service capabilities and connections with a network freight companies for reliable and cost-effective product delivery.
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	American Cargo group is a large company with six manufacturing facilities, a Sales Department (16 people), a Warranty Department (6 people), a Parts Department (6 people), Shipping Dispatchers (6) and CAD Support (3). All these resources will be utilized in this contract with Sourcwell to ensure your members have a positive purchasing experience. In addition, the dedicated Account Manager will act as the orchestrator of all these resources with the end goal of complete customer satisfaction.
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	American Cargo Group is able and willing to provide trailer sales to all 50 states and US territories. The only potential restriction, as noted below, is the availability and cost of transportation. Each of our facilities has a dedicated Transportation/Dispatch Coordinator whose sole responsibility is to arrange reliable and cost-effective trailer shipment options to our dealers and for this contract Sourcwell members as well.
32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	American Cargo Group is able and willing to provide trailer sales in Canada. We currently have over 70 dealers in Canada. Five of our manufacturing facilities routinely sell and ship trailers to Canada. The only potential restriction, as noted below, is the availability and cost of transportation.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	As noted earlier, American Cargo Group currently cannot sell to "dealers" in the state of Louisiana. That situation is being actively rectified. However, there is no restriction to sell to an "end customer" (i.e., Sourcwell member) in Louisiana through another dealer outside the state of Louisiana or from our direct sales channel (our UltraLav Division).
34	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	None.
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	ACG ability to serve these geographic locations is only limited by the availability and cost of transportation services, i.e., freight. Example: Hawaii and Alaska can be quite expensive to freight/ship trailers. ACG does have dealers in Alaska and Hawaii.  Regarding offshore trailer delivery, ACG will arrange delivery of the trailer to the appropriate shipping dock. Sourcwell member will be responsible for arranging container and overseas shipping arrangements.

**Table 7: Marketing Plan**

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	American Cargo Group (ACG) has an in-house Marketing Department responsible for literature, websites, video, social media, on-line marketing, and trade shows. All marketing channels are being used to drive brand awareness to the ACG brands. ACG will be attending the EQUIP Show in October and the WWETT Show in February – both attract attendees in the government, education, and non-profit space. ACG also works with outside Advertising/Marketing Agencies on projects outside the scope of our in-house marketing capabilities.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	ACG utilizes social media (Facebook, Twitter, Instagram and YouTube) to further build brand awareness and strengthen brand loyalty among retail customers. We also utilize Google Ads to drive traffic to our websites. One area that demonstrates our investment in technology is our leading-edge online Dealer Portal/QuoteBuilder. This allows dealers to track their orders, generate professional looking quotes, and works as the primary communication tool with our dealers. Sourcewell members will NOT have access to this program, but our Dealer Portal/QuoteBuilder will be used to service Sourcewell members. This program highlights our marketing effectiveness and commitment to technology.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	ACG views Sourcewell as a business partner to help bring awareness of our enclosed trailer products to your association members. This is a new venture for us, so we may require some early training and support on the entire Sourcewell Cooperative Purchasing process. Also, a dedicated point of contact at Sourcewell for ACG to ask questions, get advice, make suggestions, etc. would be helpful.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	N/A

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training is not offered or necessary in most cases. An Owner's Manual (via QR Code) is included with each trailer. If the trailer includes any 3rd Party components, their documentation is also included. Also, the Account Manager can assist with any questions and/or our Customer Service Department accessible via our toll-free phone number. Lastly, our nationwide dealer network routinely assists customers with trailer questions and best practices.
41	Describe any technological advances that your proposed products or services offer.	All the brands of ACG (Haulmark, American Hauler, and Wells Cargo) feature top quality components including Dexter Axles and Assembled-in-the-USA LED Lighting by TecNiq. ACG has the resources, contacts, and experience to fulfill almost any trailer configuration or application.
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	N/A
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>American Cargo Group is a member in good standing of the National Association of Trailer Manufacturers (NATM). The NATM Compliance Verification Program (CVP) is a mandatory program for all NATM member trailer manufacturers. This program involves multiple components, all of which are geared toward creating safer trailers and in turn, safer roadways.</p> <p>The program begins with the Guidelines for Minimum Recommended Manufacturing Practices (Guidelines). The Guidelines are a compilation of applicable Federal Motor Vehicle Safety Standards, regulations, and industry best practices. The purpose of the Guidelines is to create easy access to reference materials and federal regulation with which trailer manufacturers are required to comply. Each of our six (6) manufacturers on a yearly basis is inspected by the NATM compliance team to ensure we are following the Compliance Verification Program requirements.</p> <p>Note to Sourcewell: I would be highly suspect of any trailer manufacturer that is not a NATM member and in compliance with the CVP requirements.</p>
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	N/A
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>I think it is fair to say that no other trailer manufacturer has the breadth and depth of our product offering. The brands of American Cargo Group represent some of the most established and respected names in the trailer industry. Wells Cargo pioneered the cargo trailer industry in 1954 and are known for their legendary durability. There are more Haulmark cargo trailers on the road today than any other trailer brand.</p> <p>From heavy-duty trailers intended for daily use in commercial applications to more value-driven models, ACG can match a trailer with your members specific needs.</p> <p>Wells Cargo founded the cargo trailer industry over 60 years ago. Haulmark, at one time, was the largest selling cargo trailer manufacturer in the county and under ACG's ownership, will hope to gain that position again soon. By combining the brands under the ACG mantle (Wells Cargo, Haulmark, and American Hauler) no other enclosed cargo trailer manufacturer has produced/sold more trailers over the last 50 years – that's well over 500,000 trailers total.</p>

**Table 9: Warranty**

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	The ACG Warranty covers the original purchaser of the Trailer that the Manufacturer shall repair any defects relating to materials or workmanship and attributable to the Manufacturer. Also, many of our components carry a separate warranty their respective manufacturer. The most common example is axles and tires, but there are other components as well and depends on how the trailer was configured and what optional items may have been added. A sample of our warranty (via our Owners Manual) is included in this RFQ uploaded documents.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes, there are exclusions and they are detailed in our Warranty Program found in our Owner's Manual. Some restrictions include misuse/misapplication, lack of routine maintenance, environmental/road hazards, and acts of God.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	We do not use technicians but use our dealer network and our manufacturing plant for repairs which does NOT cover travel time or mileage. On rare occasions, we may send repair personnel to an end-users location, but that is usually a last resort and at the sole discretion of ACG. The purchaser does have certain obligations and those obligations are also detailed in the Warranty Program found in the Owner's Manual.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	If an authorized ACG dealer is not in the area of a Sourcewell member, a 3rd party repair facility may be utilized or repairs may be made at an ACG manufacturing facility. These exceptions are at the sole discretion of ACG. Our Warranty Department would facilitate the logistics of finding a suitable service/repair facility in the event of a warrantable repair.
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	No, we only warranty materials and workmanship attributable to ACG. As noted above, 3rd party components are covered separately, not by ACG. However, our warranty department routinely work with end users to facilitate the warranty process with the 3rd party supplier.
51	What are your proposed exchange and return programs and policies?	We do not exchange or return, our sole obligation is to repair any defects in materials or workmanship made by ACG as explained in our Warranty Program.
52	Describe any service contract options for the items included in your proposal.	N/A

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	Cash, check, ACH, credit card (processing fees may be imposed for credit card sales) Payment terms may vary by dealer.
54	Describe any leasing or financing options available for use by educational or governmental entities.	Financing is available through Sheffield Financial and Synchrony Financial. Some restrictions may apply. Individual dealers may offer other financing options. No leasing programs available.
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	A professional quote will be provided detailing the standard features, optional items, and package upgrades. The total trailer selling price will be clearly stated showing the Sourcewell discounted pricing. Depending on which channel we use, there will most likely will be some kind of freight/delivery charge. If the order is complex and requires a CAD print, the member will need to approve and sign-off on the print. Once the order is entered into ACG's system, an order acknowledgement will be provided. Lastly, dealer will provide a paid invoice (format will vary by dealer) including any state sales documents. (forms vary by state) The final document packet will include a Manufacturers Certificate Origin and any required documents for the Sourcewell member to properly register their trailer in their respective state.
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Possible, we would need more information. Not familiar with this payment option. Most dealers can accept major credit cards.

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Pricing represents a 12% discount off MSRP of the Total Trailer Selling Price.</p> <p>"Total Trailer Selling Price" includes base model price, any requested upgrades including custom options and packages.</p> <p>Pricing will vary by manufacturing facility (we have regional pricing), but regardless of manufacturing location, Sourcwell members will get the 12% discount off MSRP for that specific region.</p> <p>-Total Trailer Selling Price does NOT include freight (FOB factory) and applicable taxes. Freight is a separate charge. Tax is based on state of trailer registration and may or may not be collected at the time of sale as dictated by state law. Any Sourcwell member claiming a sales tax exceptions will need to provide proper documentation.</p> <p>See attached spreadsheet for Model Price details by region.</p> <p>Included in this proposal (see uploaded documents) is a comprehensive model pricing list showing MSRP and Sourcwell member's 12% discount off MSRP.</p> <p>ACG offers a wide range of options and packages. An itemized pricing list of options and packages is also included. Any option and/or package is considered part of the Total Trailer Selling Price and will receive the 12% discount off MSRP.</p> <p>Models/Options/Packages availability vary by manufacturing facility. Option/Package availability vary by model. (Not all Options/Packages are available on all models.)</p>
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Percentage discount off MSRP: 12% discount from MSRP
59	Describe any quantity or volume discounts or rebate programs that you offer.	Additional 2% off total MSRP (14% total) for volume orders over \$150,000 or 20 trailers. All trailers must be from a single Sourcwell member and all trailers ordered at the same time. Larger volume commitments will receive special consideration with potentially greater discounts.
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	American Cargo Group will NOT offer "Sourced" product/services. We have an extensive list of custom options and package upgrades that will meet the vast majority of your members trailering needs. ACG will only offer those options/packages. However, some of our dealers offer aftermarket upfitting. The price for "sourced" options will be negotiated between the selling dealer and the Sourcwell member. American Cargo Group will only facilitate the process by referring the Sourcwell member to an appropriate dealer that offer sourced products/services. Sourced services may or may not include a discount and any discount is at the sole discretion of the selling dealer.
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	There may be a Administration Fee not to exceed \$150 which includes a temporary License Plate/Tag and standard UPS delivery of trailer sales paperwork (Example Manufacturers Certificate of Origin, Invoice, Tax forms, etc.) This cost will be imposed by the selling dealer.

62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All listed trailer pricing does NOT include freight/shipping charges. Delivery/Shipping is an additional charge. All pricing is FOB manufacturing facility. In almost all cases, there will be some sort of additional freight/delivery charge. ACG does not have a set freight program. Instead, ACG works with a number of independent freight/shipping companies. Freight/shipping charges can vary widely based on cost of fuel, distance and shipping method (i.e., single pull vs. on a load). ACG and/or dealer will arrange delivery to whatever location the Sourcewell Member requires. This may include a nearby dealer or in some cases the trailer can be shipped directly to their business location. The only manufacturing facility that allows customer pickup is the Wells Cargo Elkhart facility and in such cases must be sold through our UltraLav Mobile Restroom division (i.e., direct sale.) NO customer pickups are allowed at our other ACG facilities. Freight/Shipping will be clearly indicated as a separate line item in any quote/invoice. The Sourcewell member discount does NOT apply to shipping/freight charges.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	ACG currently ships to Alaska, Hawaii, and Canada and foresee no issues arranging shipping/freight to those locations.  Regarding offshore delivery, ACG will arrange delivery of the trailer to the appropriate shipping dock. Sourcewell member will be responsible for arranging container and overseas shipping arrangements.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Each of our manufacturing locations has a dedicated Shipping Coordinator. Each Shipping Coordinator has an extensive list of independent Freight Service Companies at their disposal. Trailer delivery can be via "load" (more than one trailer) normally on a wedge style trailer or as a "single pull" normally necessary for larger trailers.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	d. other than what the Proposer typically offers (please describe).	This is the ONLY discount program ACG is currently offering. At this time, Sourcewell is the only entity getting this discount.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	ACG has no official self-audit process or program currently in place; however, as noted before, ACG will assign a dedicated Account Administrator to the Sourcewell account. A single source available by phone, email, and text during normal business hours to ensure compliance with Sourcewell's policies, procedures, and agreement terms.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	American Cargo Group will keep a master Sourcewell Tracking worksheet that will record all contacts (i.e., sales leads) with Sourcewell members. It will include a status column that will allow us to track our closing ratio.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>The Sourcewell Administrative Fee under this proposal is 1%.</p> <p>The Sourcewell Administrative Fee will be calculated as a percentage of the trailer total selling price, after Sourcewell Member discount, of all trailers purchased by Sourcewell Members under this Contract.</p> <p>Clarification: Sourcewell Administration Fee will be calculated on the total trailer selling price of the trailer only including the base model and any options and/or packages added.</p> <p>Freight, Taxes, Sourced Options, and other Misc. Cost of Acquisition are not included in the total trailer selling price and does not qualify for any administrative fee.</p>

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>American Cargo Group is offering our complete line-up of Enclosed Cargo Trailers. This is over 750 different models. This includes our three brands - Haulmark, Wells Cargo and American Hauler. Our offering will include ball hitch trailers (also referred to as tag or tagalong trailers) and gooseneck models (also referred to as 5th Wheel trailers). We will offer our entry-level models, mid-line models, and premium/commercial-grade models. Sizes range from 5' Wide to 8.5'W and Lengths from 8' to 48'. ACG offers single axle, tandem axle and triple axle models with GVWR (Gross Vehicle Weight Rating) ranging from 2,990 lb. to 18,000 lb. Both steel-framed and aluminum-framed models available.</p> <p>Attached are several literature samples, not all, of our product offering.</p>
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Enclosed Trailer categories: cargo/utility trailers, auto/car haulers, landscape trailers, construction trailers, UTV/ATV trailers, motorcycle trailers, snowmobile trailers, powersport trailers, mobile office trailers, concession trailers, aluminum cargo trailers and aluminum auto/car haulers.

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
71	Semi, utility, dump, lowboys, tags, hydraulic lift, flatbeds, deck overs, drop-deck tilt, rollbacks, slide axle, tanker, gooseneck, car haulers, stock, cargo, sport, walking floor, roll-off, storage, construction job, and refrigerated	<input checked="" type="radio"/> Yes <input type="radio"/> No	Some, not all, of listed trailers in this question including: cargo, sport, gooseneck, car haulers, sport, storage, and construction job. Enclosed style trailers only.
72	Mobile offices and concessions	<input checked="" type="radio"/> Yes <input type="radio"/> No	Mobile offices and concessions are within our capabilities.
73	Mobile command stations and incident response	<input checked="" type="radio"/> Yes <input type="radio"/> No	Mobile command stations and incident response are within our capabilities.

**Table 15: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 74. NOTICE:** To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

**Documents**

**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Sourcwell ALL pricing (Models-Options-Packages).pdf - Thursday September 22, 2022 14:23:02
- Financial Strength and Stability (optional)
- [Marketing Plan/Samples](#) - Literature Samples ACG.zip - Monday September 19, 2022 09:10:15
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Wells\_Cargo\_Owners\_Manual\_7-1-2022.pdf - Monday September 19, 2022 09:06:43
- [Standard Transaction Document Samples](#) - Order Verification EXAMPLE 9-15-2022.zip - Monday September 19, 2022 09:07:11
- [Upload Additional Document](#) - ACG - List of Govt Sales (ACG).xlsx - Monday September 19, 2022 09:11:19

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Scott Samuels, Director of Marketing, AMERICAN CARGO GROUP TRAILERS LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_5_Trailers</b> Wed September 21 2022 04:26 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_4_Trailers</b> Tue September 20 2022 08:40 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_3_Trailers</b> Mon September 19 2022 12:24 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_Trailers</b> Wed September 14 2022 03:50 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Trailers</b> Tue September 13 2022 07:51 AM	<input checked="" type="checkbox"/>	1



## Town of Liberty - Nicholas Rusin - Single ADA

**Town of Liberty**

**Nicholas Rusin**

n.rusin@townofliberty.org  
845-292-5111

Reference: 20260424-115606382

Quote created: April 24, 2026

Quote expires: May 24, 2026

Quote created by: Lee Currie

Government Sales

lee@ready2gotrailers.com

**SOURCEWELL Solicitation Number: RFP #092922**

American Cargo Group SOURCEWELL contract number: 092922-AGO

The dealer listed below is the official sole authorized dealer for American Cargo Group (UltraLav Mobile Restroom Trailers) -

Ready2Go Trailer Sales LLC  
1525 Park Manor Blvd. #300

Pittsburg, PA, 15205

Website: [www.ready2gorestroomtrailers.com](http://www.ready2gorestroomtrailers.com)

## Products & Services

Item & Description	Quantity	Unit Price	Total	Image
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UltraLav - Single Station 14' ADA Restroom Trailer - Single Station 14' ADA Restroom Trailer	1	\$50,204.00	\$50,204.00	
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### INTERIOR

- High Clearance Sink (ADA Compliant)
- Auto-Shutoff Sink Faucet
- Shatter Proof Mirror
- Ceramic Toilet (ADA Compliant)
- Toilet Paper Holder
- Paper Towel Dispenser
- Waste Basket
- Smooth, Aluminum PolyCorRegistered Interior Walls & Ceiling
- Non-Skid Rubber Coin Floor
- Interior Turning Radius and Exterior Landing Turning Radius - Meets or Exceeds ADA Requirements
- Handrails And Grab Bars Are 1-1/2" Stainless Steel (ADA Compliant)
- 12v LED 6" Round Dome Lights (4 per)

### EXTERIOR

- ADA Ramp System With 1-1/4" Stainless Steel Railings (ADA Compliant)
- 36" W Entry Door (Exceeds ADA Requirements)
- 12V LED Porch Light
- 3" Quick Connect Waste Tank Access Valve
- Waste Tank Level (Sight Glass)
- City Water Hook-Up
- Scissor Jacks

### MECHANICALS

- Roof Mounted A/C with Heat Strip
- Wall Mounted Thermostat
- On-Board Fresh Water System (105



**The sale is subject to the following conditions and representations:**

Full payment from the Buyer is to take place prior to removal from the Seller's property. The Seller warrants to Buyer that the unit is new and in good condition. Seller reserves the right to display the Buyer's solution in their marketing materials (including but not limited to the Ready2Go website). The Parties hereto specifically consent to the jurisdiction of the courts of the state of Pennsylvania in connection with any formal litigation or other claims brought by either Party hereto arising under this Agreement. The manufacturer's Statement of Origin (MSO) will be provided by mail (2-6 weeks from delivery, after final payment has been received unless otherwise agreed), and used to register the unit with the appropriate local jurisdiction for title and plate issuance. The Buyer is responsible for all state and local taxes, registration fees, and any other charges that may apply to the transaction. Please verify that the Federal Tax ID and the Buyer and/or Company name provided herein are both correct. By signing below, both parties acknowledge and agree to the conditions and representations outlined in this Bill of Sale.

Net 30

**Questions? Contact me**



Lee Currie  
Government Sales  
lee@ready2gotrailers.com

Ready2Go Trailer Sales LLC  
1525 Park Manor Blvd  
#300  
Pittsburgh, PA 15205  
United States



## Town of Liberty - Nicholas Rusin - ADA+2 restroom trailer

Town of Liberty

**Nicholas Rusin**

n.rusin@townofliberty.org

845-292-5111

Reference: 20260424-120550849

Quote created: April 24, 2026

Quote expires: May 24, 2026

Quote created by: Lee Currie

Government Sales

lee@ready2gotrailers.com

**SOURCEWELL Solicitation Number: RFP #092922**

American Cargo Group SOURCEWELL contract number: 092922-AGO

The dealer listed below is the official sole authorized dealer for American Cargo Group (UltraLav Mobile Restroom Trailers) -


Ready2Go Trailer Sales LLC

1525 Park Manor Blvd. #300

Pittsburg, PA. 15205

Website: [www.ready2gorestroomtrailers.com](http://www.ready2gorestroomtrailers.com)

## Products & Services

Item & Description	Quantity	Unit Price	Total	Image
<p>UltraLav - 3 Station 20' ADA+2 Restroom Trailer</p> <p>INTERIOR</p> <ul style="list-style-type: none"> <li>- High Clearance Sink (ADA Compliant)</li> <li>- Auto-Shutoff Sink Faucet</li> <li>- Shatter Proof Mirror</li> <li>- Ceramic Toilet (ADA Compliant)</li> <li>- Toilet Paper Holder</li> <li>- Paper Towel Dispenser</li> <li>- Waste Basket</li> <li>- Smooth, Aluminum Poly-Coat Registered Interior Walls &amp; Ceiling</li> <li>- Non-Skid Rubber Corn Floor</li> <li>- Interior Turning Radius and Exterior Landing Turning Radius (Meets or Exceeds ADA Requirements)</li> <li>- Handrails And Grab Bars Are 1-1/2" Stainless Steel (ADA Compliant)</li> <li>- 12v LED 6" Round Dome Lights (4 per)</li> </ul> <p>EXTERIOR</p> <ul style="list-style-type: none"> <li>- ADA Ramp System With 1 1/4" Stainless Steel Railings (ADA Compliant)</li> <li>- 36" W Entry Door (Exceeds ADA Requirements)</li> <li>- 12V LED Porch Light</li> <li>- 3" Quick Connect Waste Tank Access Valve</li> <li>- Waste Tank Level (Sight Glass)</li> <li>- City Water Hook-Up</li> <li>- Scissor Jack</li> </ul> <p>MECHANICALS</p> <ul style="list-style-type: none"> <li>- Roof Mounted A/C with Heat Strip</li> <li>- Wall Mounted Thermostat</li> <li>- On-Board Fresh Water System (105 Gallons)</li> <li>- 6 Gallon Electric Water Heater</li> </ul>	1	\$68,561.00	\$68,561.00	

Item & Description	Quantity	Unit Price	Total	Image
--------------------	----------	------------	-------	-------

- PEX Mainline Water Distribution System
- 120V 30-amp Mini-Circuit Breaker with Twist-On
- 120V 30-amp Mini-Circuit Breaker
- Polyethylene Water Tank 135 Gallons
- White Vinyl Water Tank Chemical Closet

\*Standard Features include toilet change without repair

**ROOFLIGHTS**

- No. of stations ADA 1, Standard 2
- Sinks 3
- Toilets 3
- Urinals 0
- No. of AC Units 0
- Box Size 20' x 8'
- Weight 5,375 lbs. (will vary based on features)
- Freshwater Tank 135 Gallons
- Waste Tank 37 Gallons
- Power Requirements 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, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

UltraLav - ADA+2 Restroom Trailer 3-Season Heat	1	\$2,500.00	\$2,500.00	
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- 4,000 BTU Heater (included)
- 100 Gallon Freshwater Tank
- Additional Freshwater Service Added

Freight/ Delivery Charge	1	\$1,892.00	\$1,892.00	
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\*Transfer Charge, Not Included

One-time subtotal	\$72,953.00
Sourcwell Contract Discount	(\$8,227.32)
Sourcwell Admin Fee	\$150.00
<b>Total</b>	<b>\$64,875.68</b>

**The sale is subject to the following conditions and representations:**

Full payment from the Buyer is to take place prior to removal from the Seller's property. The Seller warrants to Buyer that the unit is new and in good condition. Seller reserves the right to display the Buyer's solution in their marketing materials (including but not limited to the Ready2Go website). The Parties hereto specifically consent to the jurisdiction of the courts of the state of Pennsylvania in connection with any formal litigation or other claims brought by either Party hereto arising under this Agreement. The manufacturer's Statement of Origin (MSO) will be provided by mail (2-6 weeks from delivery, after final payment has been received unless otherwise agreed), and used to register the unit with the appropriate local jurisdiction for title and plate issuance. The Buyer is responsible for all state and local taxes, registration fees, and any other charges that may apply to the transaction. Please verify that the Federal Tax ID and the Buyer and/or Company name provided herein are both correct. By signing below, both parties acknowledge and agree to the conditions and representations outlined in this Bill of Sale.

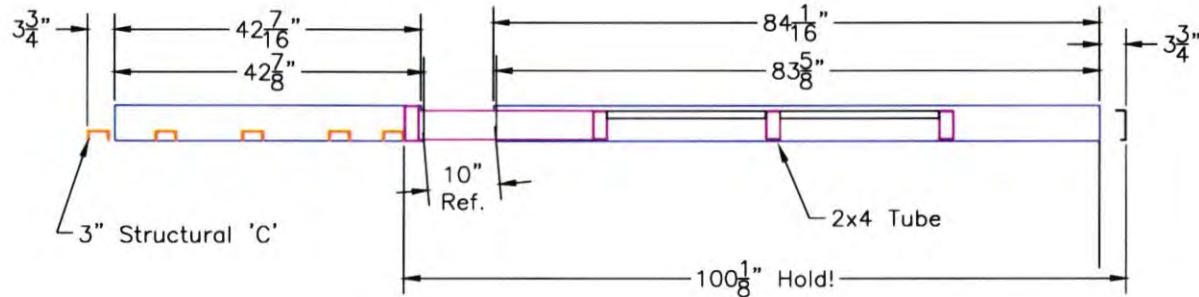
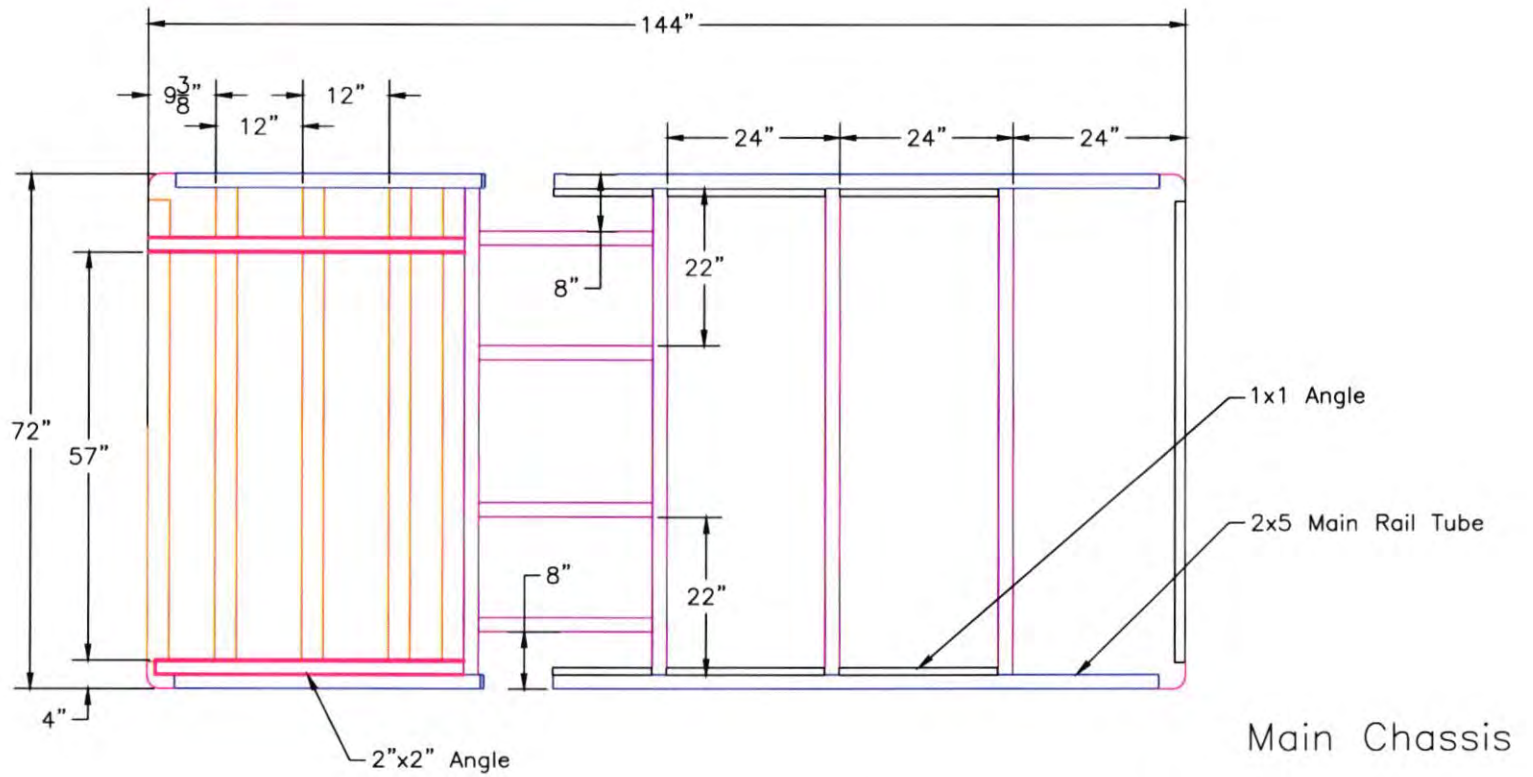
Net 30

**Questions? Contact me**



Lee Currie  
Government Sales  
lee@ready2gotrailers.com

Ready2Go Trailer Sales LLC  
1525 Park Manor Blvd  
#300  
Pittsburgh, PA 15205  
United States



Main Chassis

PLANVIEW: Chassis Layout



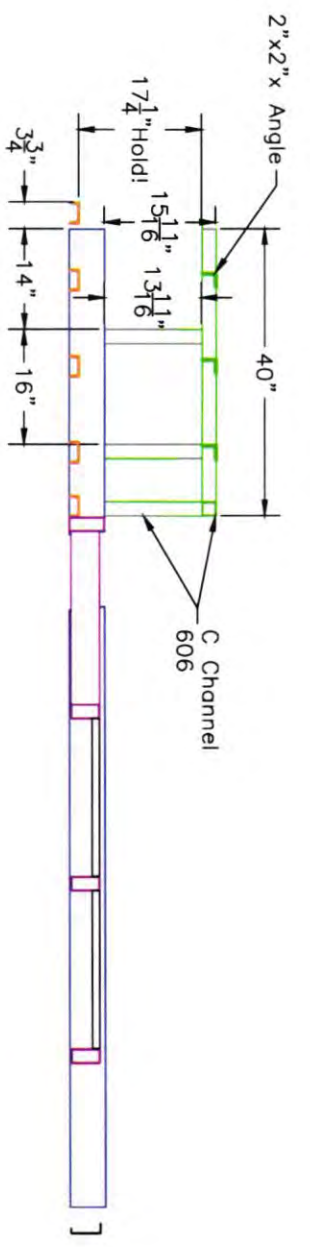
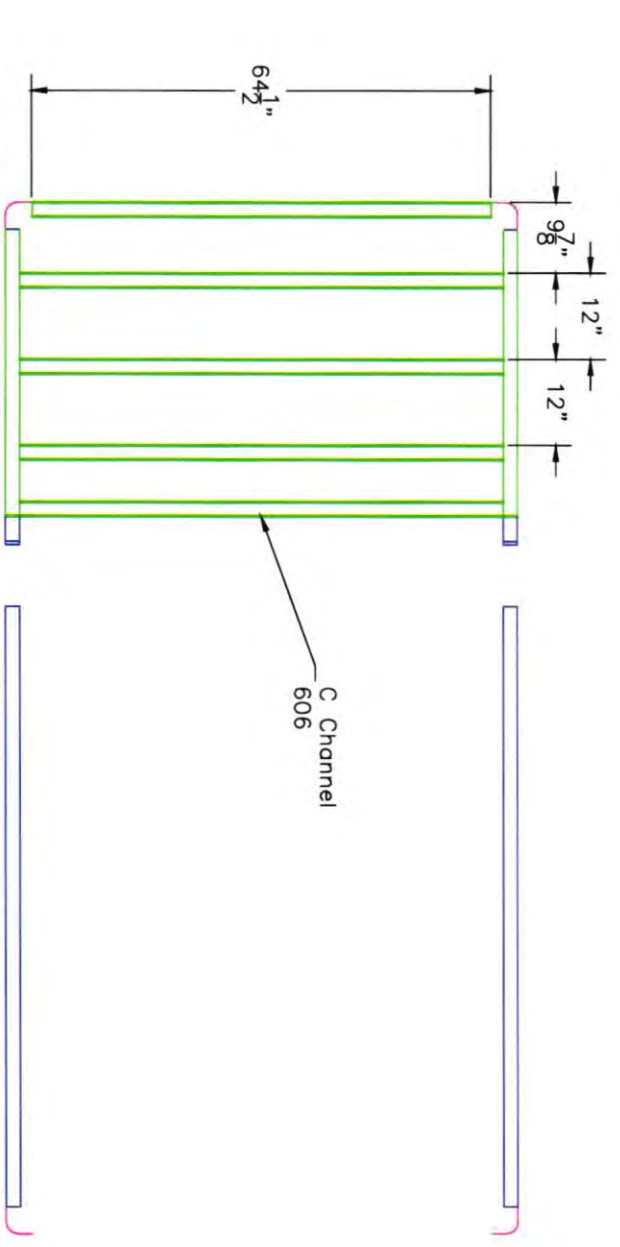
**Customer Approval**

Approved  
 Revise and Resubmit  
 Initials: \_\_\_\_\_ Date: \_\_\_\_\_

Revision: **J**  
**3/27/2017**

Date: 1/13/1014	Model: WC6121-ADA
Drawn By: DL	Serial #: WC6121-ADA
Page: 1 of 15	Dealer:
Scale: NTS	Salesman:
Customer	





PLANVIEW: Chassis Layout



**Customer Approval**

Approved

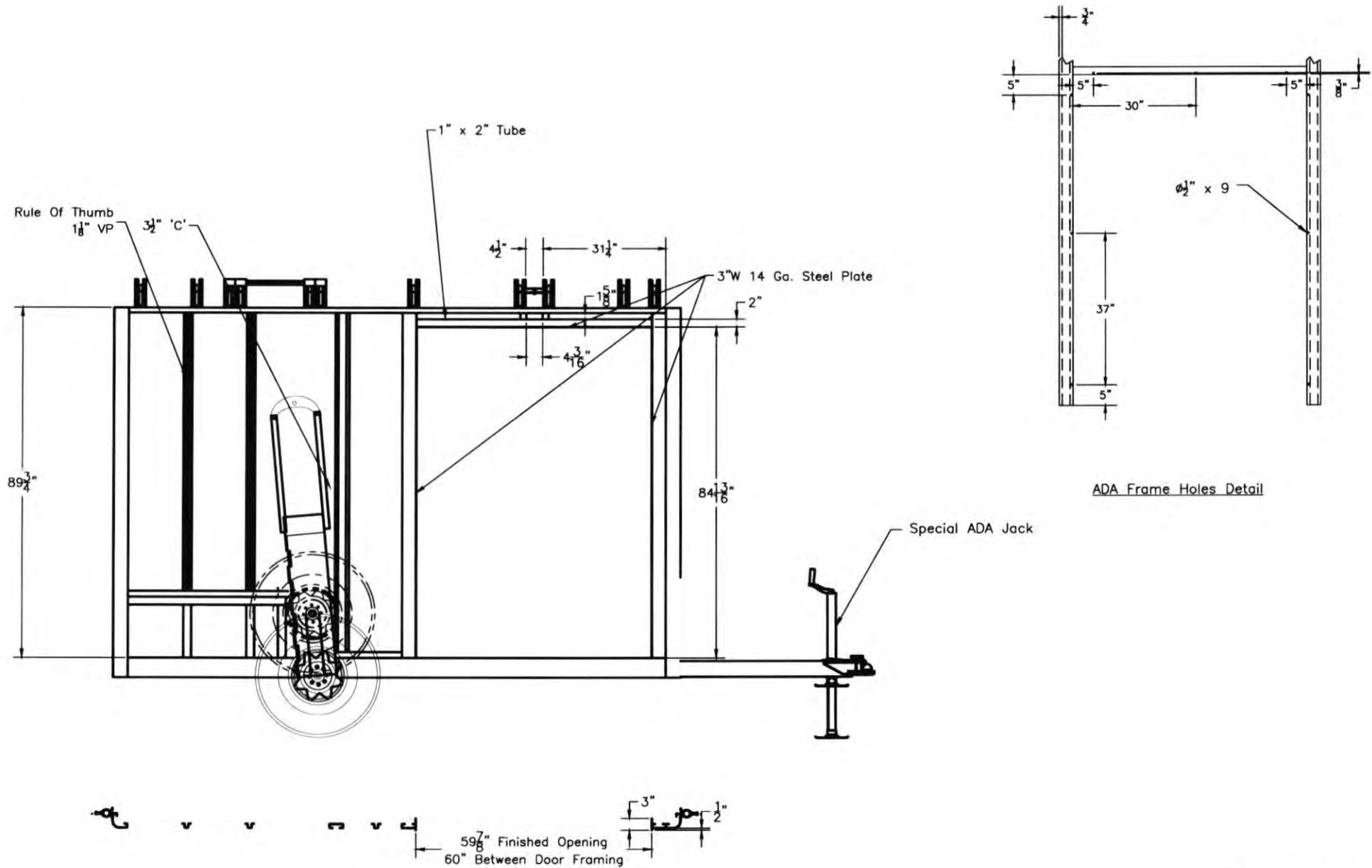
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Initials: \_\_\_\_\_ Date: \_\_\_\_\_

Revision: **J**  
3/27/2017

Date:	9/9/2011	Model:	WC6121-ADA
Drawn By:	BRM	Serial #:	WC6121-ADA
Page:	2 of 14	Dealer:	
Scale:	NTS	Salesman:	
Customer:			

MOBILE RESTROOM TRAILERS  
Indiana



ADA Frame Holes Detail

ELEVATION: C/S Sidewall Detail



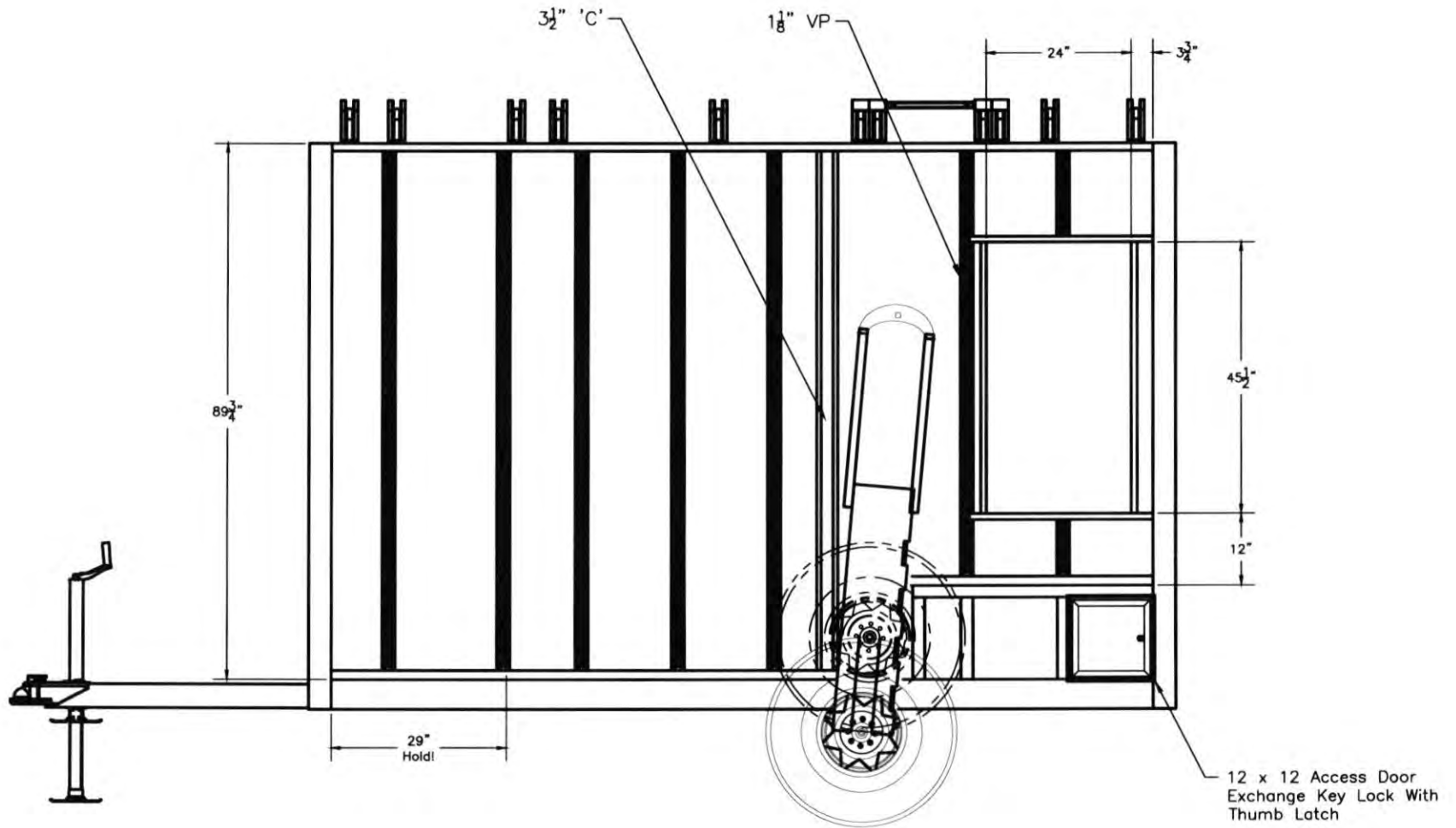
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[ ] Approved  
 [ ] Revise and Resubmit  
 Initials: \_\_\_\_\_ Date: \_\_\_\_\_

Revision: J  
 3/27/2017

Date: 1/13/1014	Model: WC6121-ADA
Drawn By: DL	Serial #: WC6121-ADA
Page: 3 of 15	Dealer:
Scale: NTS	Salesman:
Customer	

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FRONT

ELEVATION: R/S Sidewall Detail

**Customer Approval**

Approved

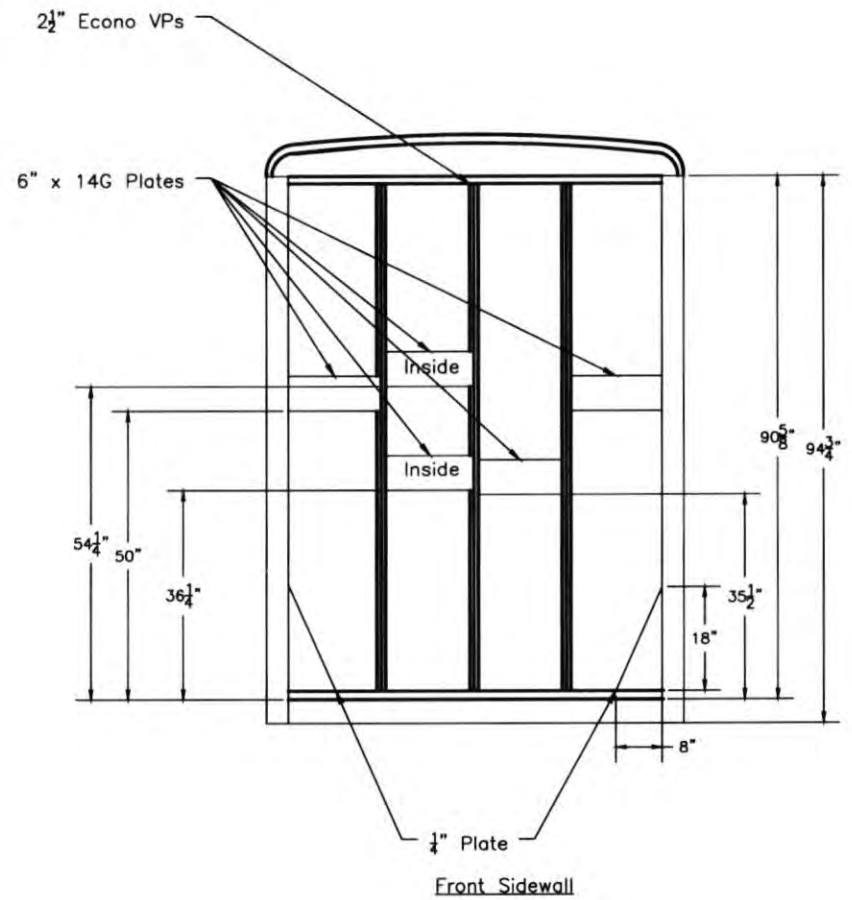
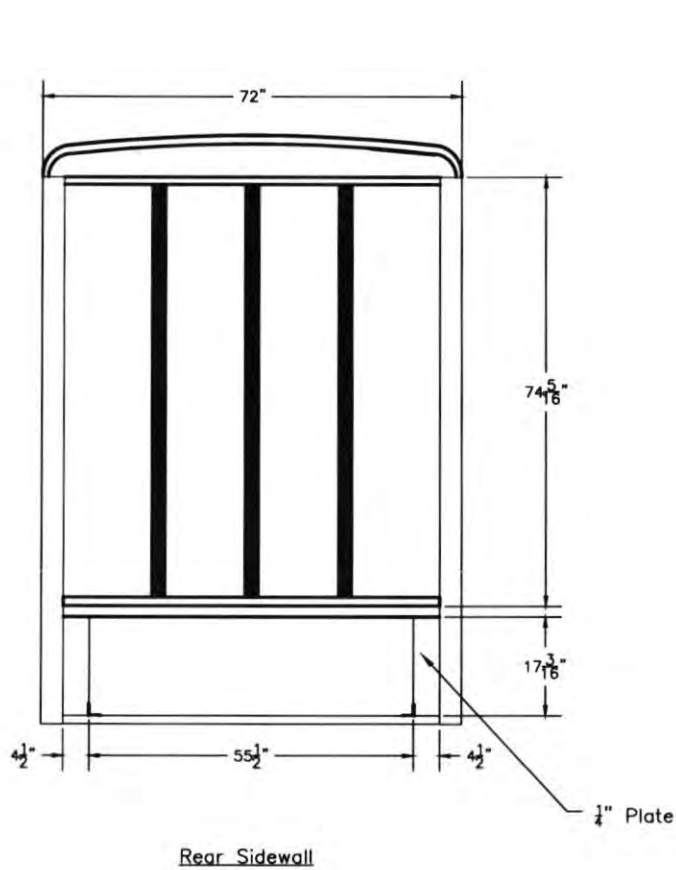
Revise and Resubmit

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

Revision: J  
3/27/2017

Date: 1/13/1014	Model: WC6121-ADA
Drawn By: DL	Serial #: WC6121-ADA
Page: 4 of 15	Dealer:
Scale: NTS	Salesman:
Customer	

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Indiana



ELEVATION: Front & Rear Sidewall Detail

**Customer Approval**

Approved

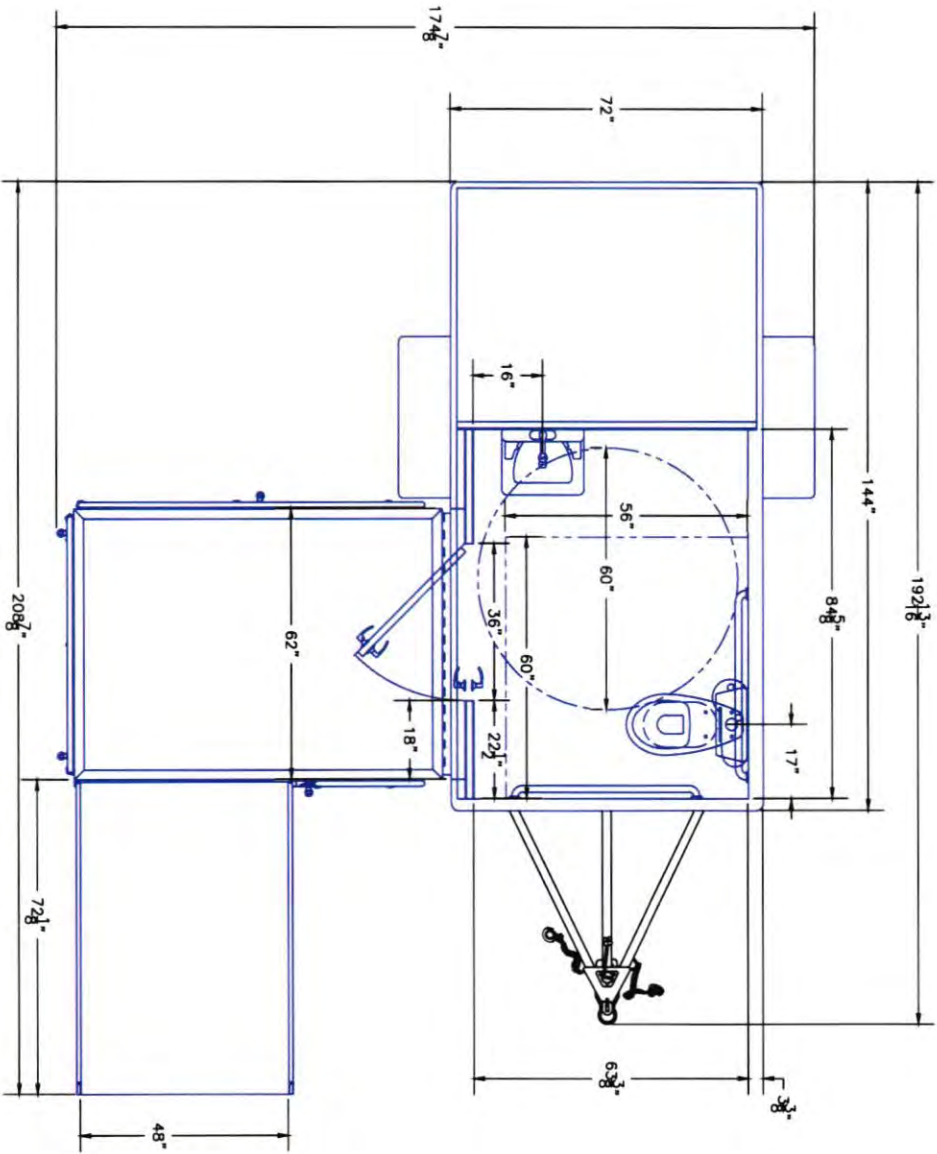
Revise and Resubmit

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

Revision: J  
3/27/2017

Date: 1/13/1014	Model: WC6121-ADA
Drawn By: DL	Serial #: WC6121-ADA
Page: 5 of 15	Dealer:
Scale: NTS	Salesman:
Customer	





PLANVIEW: General Layout



**Customer Approval**

Approved

Revise and Resubmit

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

**Revision: J**  
**3/27/2017**

Date: 1/13/1014	Model: WC6121-ADA
Drawn By: DL	Serial #: WC6121-ADA
Page: 6 of 15	Dealer:
Scale: NTS	Salesman:
Customer	



MOBILE RESTROOM TRAILERS

Indiana

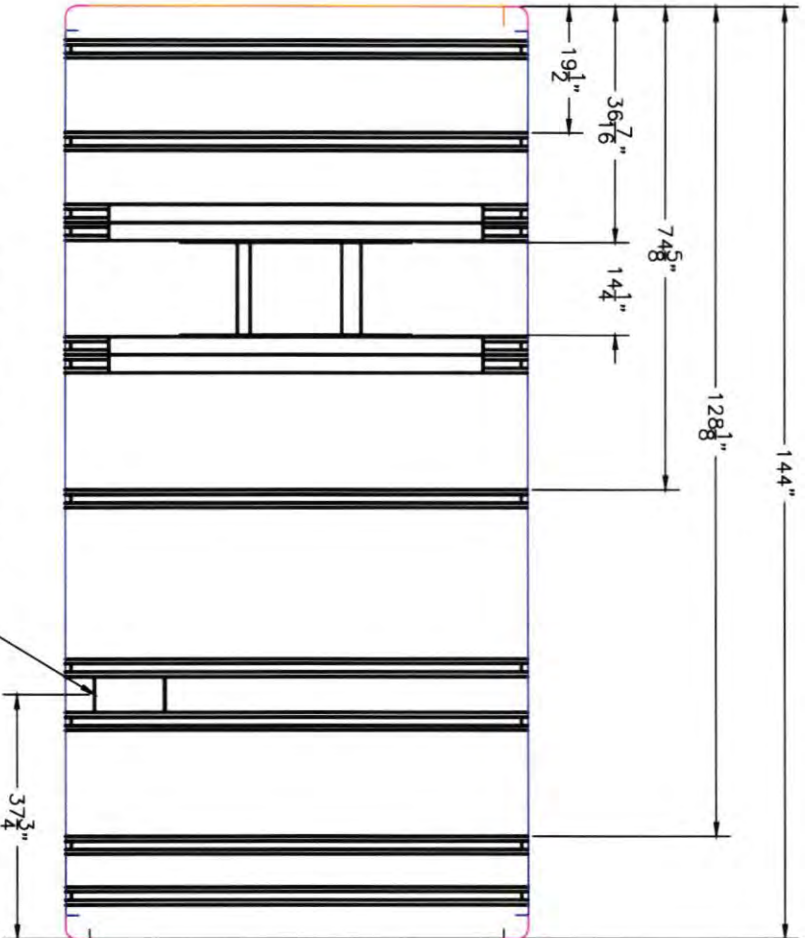


Plate W/Nuts Supplied By Building 7  
See Page 5 For Location From Sidewall.

PLANVIEW: RoofBow Layout



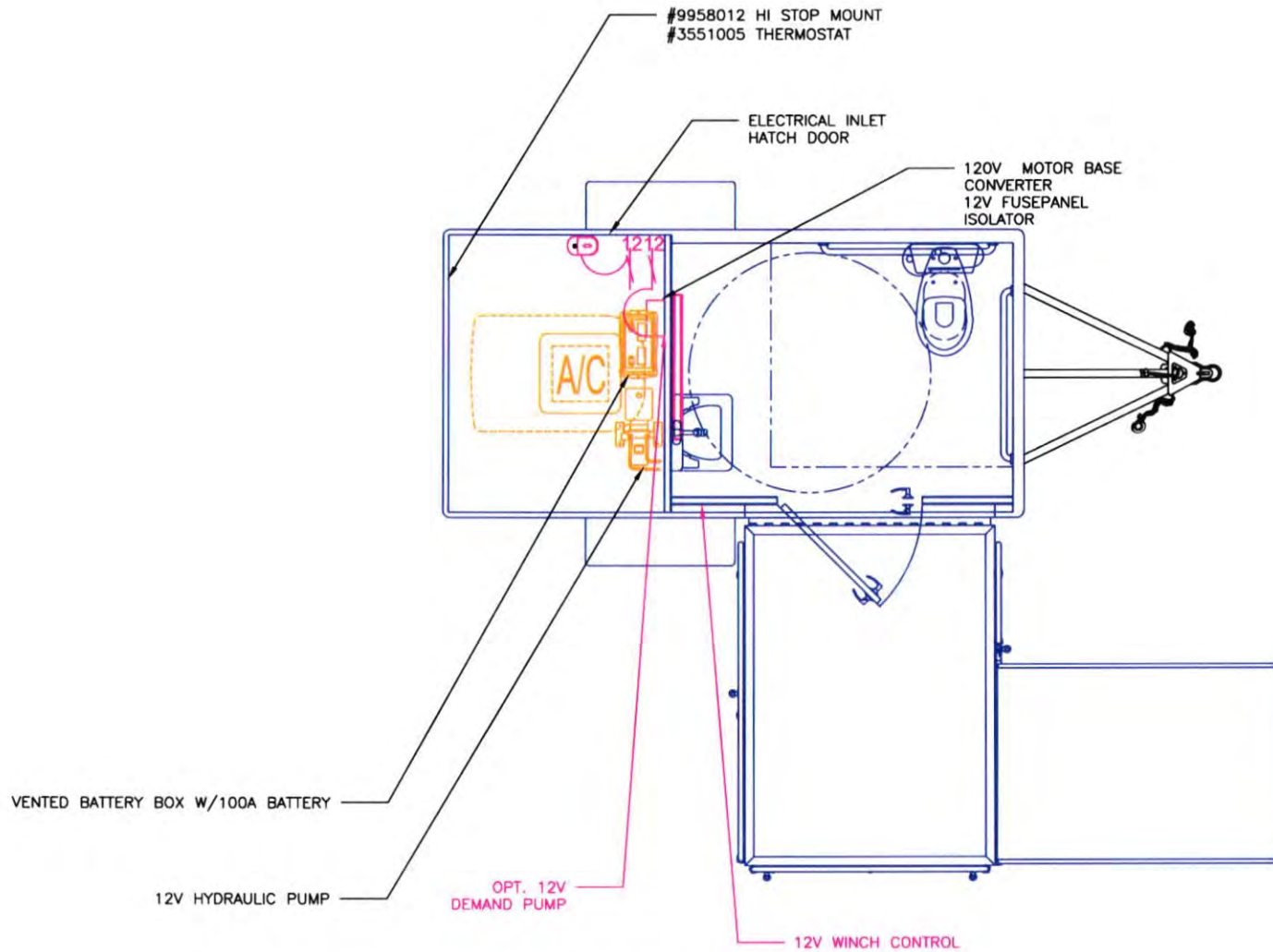
**Customer Approval**

Approved  
 Revise and Resubmit  
 Initials: \_\_\_\_\_ Date: \_\_\_\_\_

Revision: **J**  
**3/27/2017**

Date: 1/13/1014	Model: WC6121-ADA
Drawn By: DL	Serial #: WC6121-ADA
Page: 7 of 15	Dealer:
Scale: NTS	Salesman:
Customer	





PLANVIEW: Electrical Layout

**Customer Approval**

Approved  
 Revise and Resubmit  
 Initials: \_\_\_\_\_ Date: \_\_\_\_\_

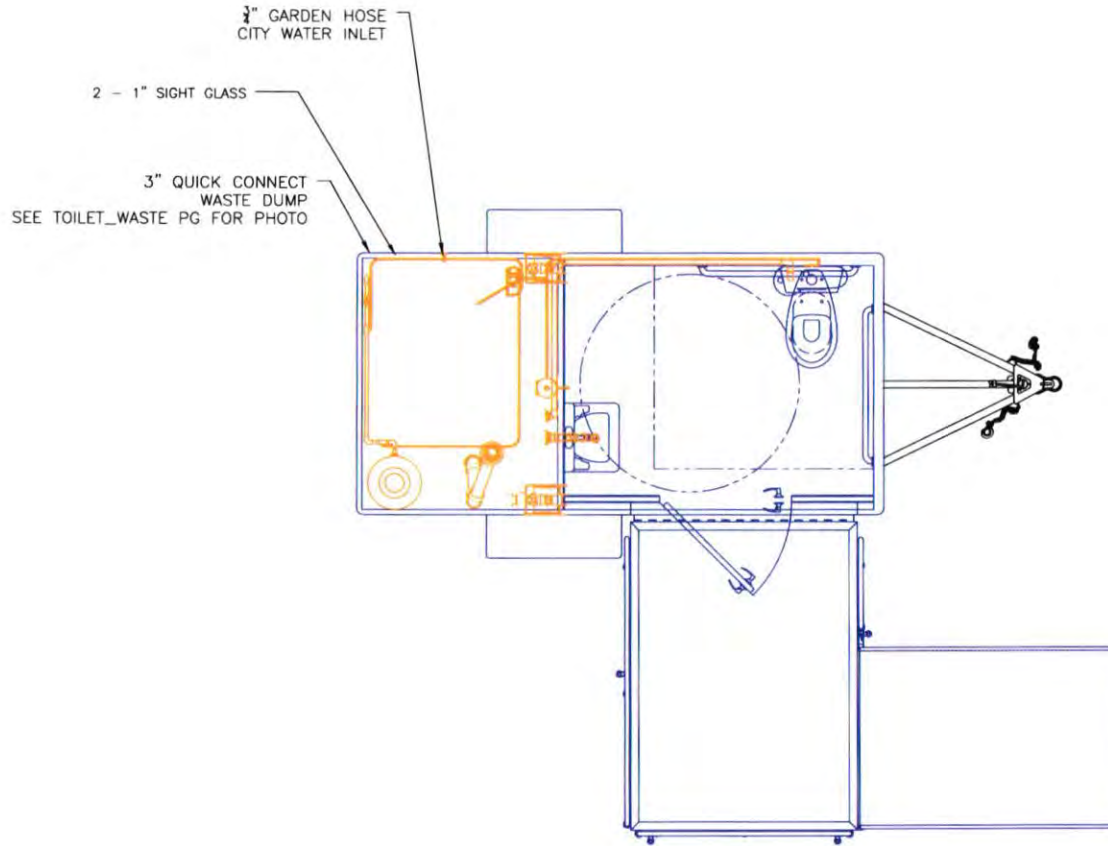
Revision: **J**  
**3/27/2017**

Date: 1/13/1014	Model: WC6121-ADA
Drawn By: DL	Serial #: WC6121-ADA
Page: 8 of 15	Dealer:
Scale: NTS	Salesman:
Customer	

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 MOBILE RESTROOM TRAILERS  
 Indiana

NOTES:

- 1) 3/4" Ø PEX PLUMBING LINES RUN TO SINK & TOILET
- 2) 360 GALLON WASTE TANK CAPACITY
- 3) 1 1/2" Ø WASTE LINE FROM SINK TO WASTE TANK
- 4) 1" Ø WASTE LINE FROM TOILET TO WASTE TANK



PLANVIEW: Plumbing Layout

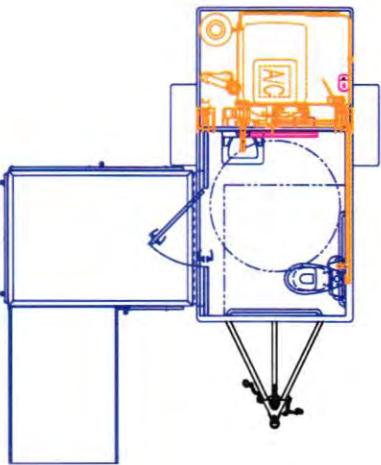
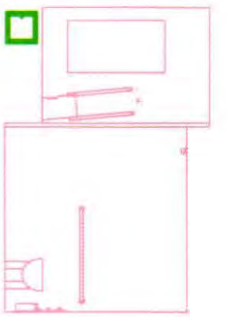


**Customer Approval**

- Approved
- Revise and Resubmit
- Initials: \_\_\_\_\_ Date: \_\_\_\_\_

Revision: J  
3/27/2017

Date: 1/13/1014	Model: WC6121-ADA
Drawn By: DL	Serial #: WC6121-ADA
Page: 9 of 15	Dealer:
Scale: NTS	Salesman:
Customer	



FOLDOUT: Interior Sidewall Views, Floor & Reflected Ceiling Plan

### Customer Approval

Approved

Revise and Resubmit

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

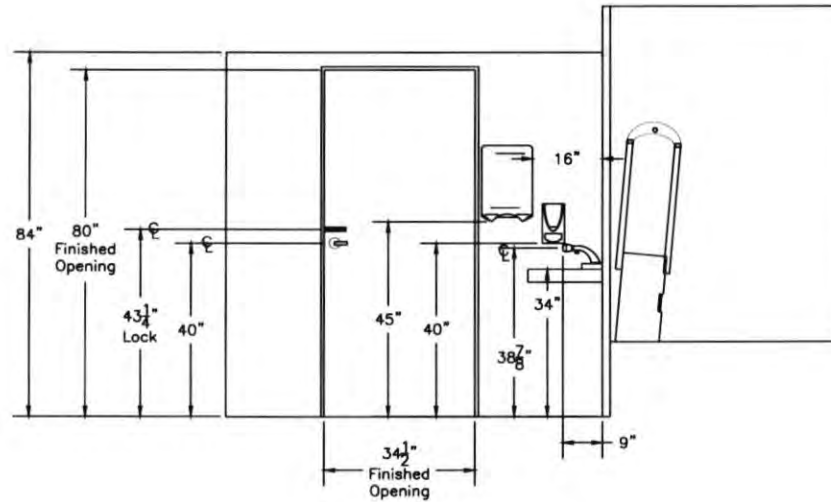
Revision: **J**  
**3/27/2017**

Date:	1/13/1014	Model:	WC6121-ADA
Drawn By:	DL	Serial #:	WC6121-ADA
Page:	10 of 15	Dealer:	
Scale:	NTS	Salesman:	
Customer:			



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ELEVATION: C/S Interior Sidewall View

**Customer Approval**

Approved

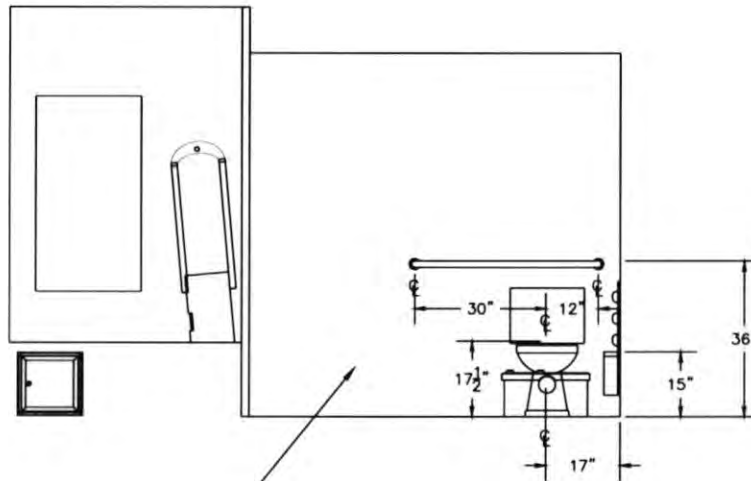
Revise and Resubmit

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

Revision: J  
3/27/2017

Date: 1/13/1014	Model: WC6121-ADA
Drawn By: DL	Serial #: WC6121-ADA
Page: 11 of 15	Dealer:
Scale: NTS	Salesman:
Customer	





\*\*\*\*ADA Room Only\*\*\*\*  
 Tan Package With Cottage Package  
 Cut Wainscoting Panel Height To 32 1/2".

ELEVATION: R/S Interior Sidewall View

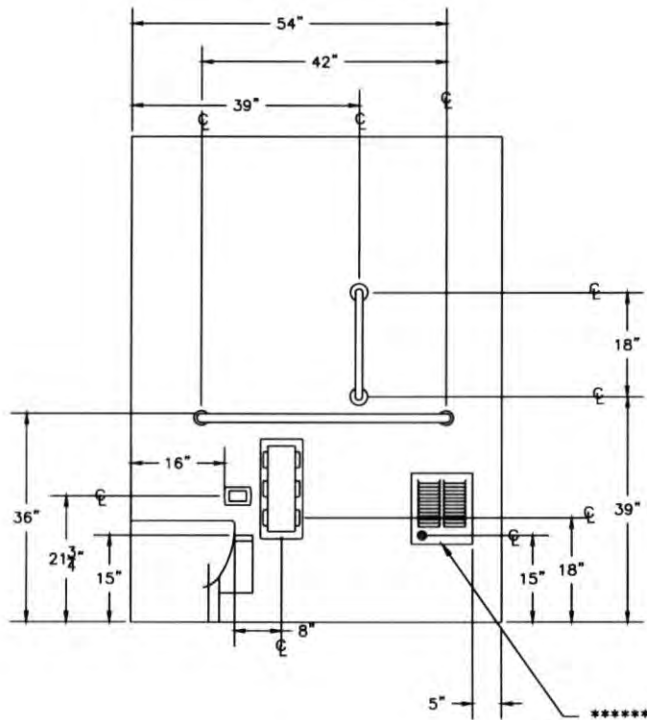
**Customer Approval**

Approved  
 Revise and Resubmit  
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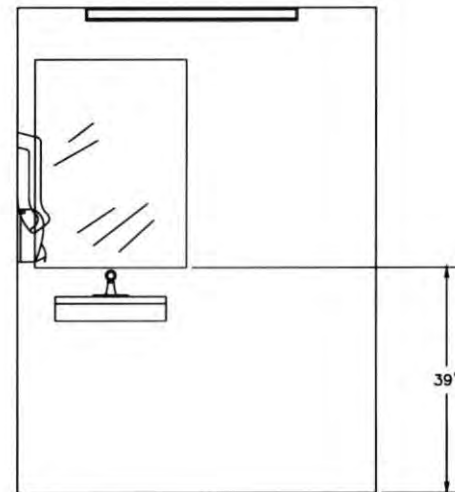
Revision: J  
 3/27/2017

Date: 1/13/1014	Model: WC6121-ADA
Drawn By: DL	Serial #: WC6121-ADA
Page: 12 of 15	Dealer:
Scale: NTS	Salesman:
Customer	





Front Compartment Front



Front Compartment Rear

**Customer Approval**

Approved

Revise and Resubmit

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

Revision: J  
3/27/2017

Date: 1/13/1014	Model: WC6121-ADA
Drawn By: DL	Serial #: WC6121-ADA
Page: 13 of 15	Dealer:
Scale: NTS	Salesman:
Customer	

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Indiana

### Customer Approval

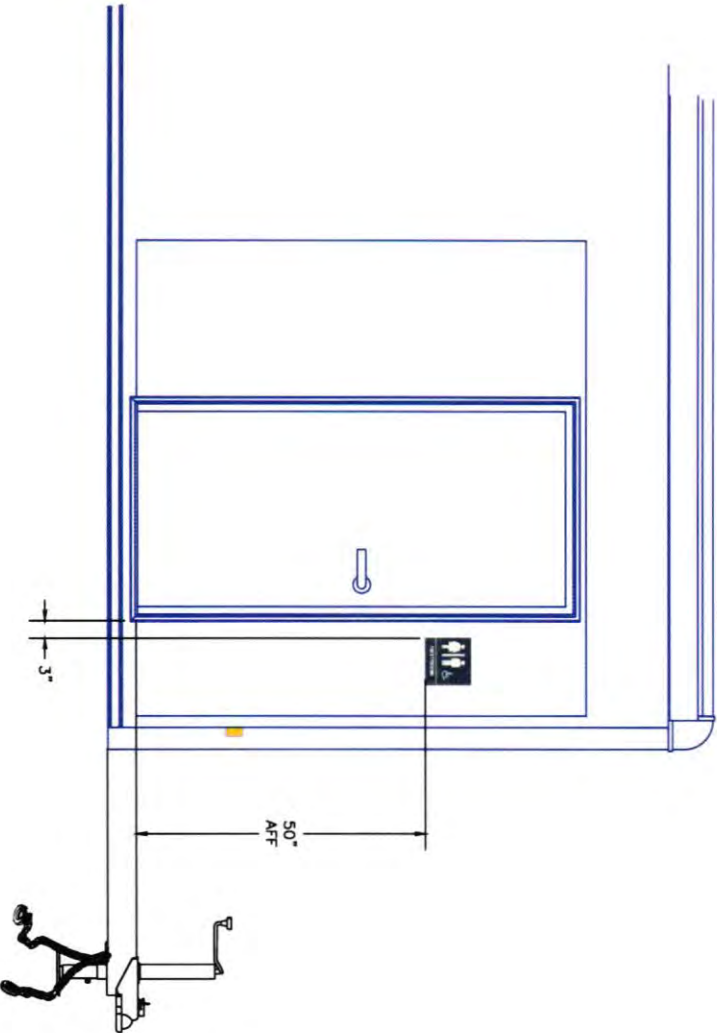
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Revise and Resubmit

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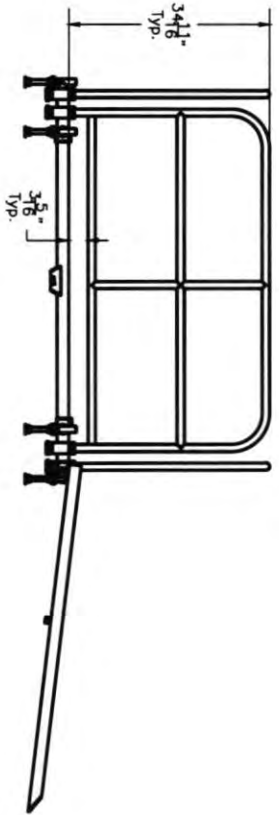
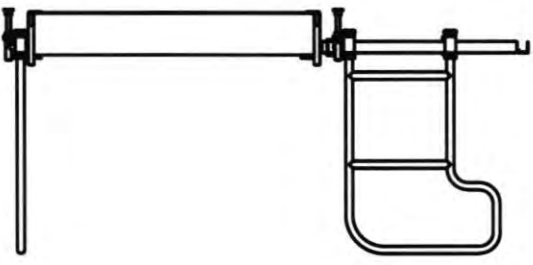
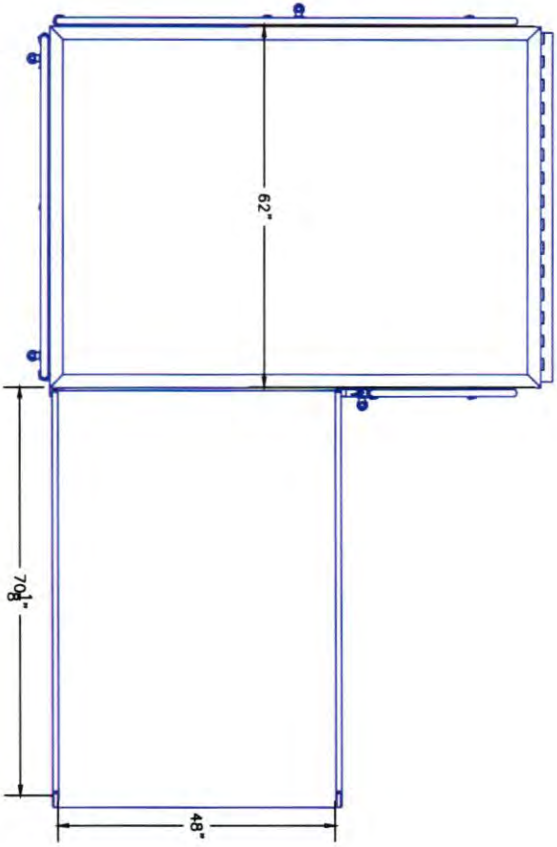
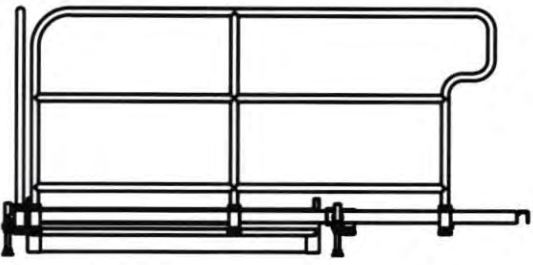
Revision: **J**  
**3/27/2017**

Date:	1/13/1014	Model:	WC6121-ADA
Drawn By:	DL	Serial #:	WC6 1 2 1 - ADA
Page:	14 of 15	Dealer:	
Scale:	NTS	Salesman:	
Customer:			



MOBILE RESTROOM TRAILERS

Indiana



**Customer Approval**

Approved  
 Revise and Resubmit  
 Initials: \_\_\_\_\_ Date: \_\_\_\_\_


**Revision: J**  
**3/27/2017**

Date: 1/13/1014	Model: WC6121-ADA
Drawn By: DL	Serial #: WC6121-ADA
Page: 15 of 15	Dealer:
Scale: NTS	Salesman:
Customer	

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 MOBILE RESTROOM TRAILERS  
 Indiana


## LEGEND


 = VENTED BATTERY BOX

 = SPEAKER

 = 110V EXTERIOR GFCI


 = 12V RECEPT


 = 12V LOADING LIGHT


 = DELUXE 12V DOME LIGHT


 = CEILING-HUNG QUARTZ LIGHT

 = 12V DOME LIGHT

 = 12V CARGO LIGHT

 = RECESSED QUARTZ LIGHT

 = 110 WALL SWITCH 48" A.F.F.  
(UNLESS OTHERWISE NOTED)

 = 12V WALL SWITCH @ 48" A.F.F.  
(UNLESS OTHERWISE NOTED)

 = WALL HEATER W/ BLOWER

 = ELECTRIC SERVICE PANEL

 = SHORE CONNECTOR W/ CORD


 = SHORE CONNECTOR

 = 110V RECEPT 18" A.F.F.  
(UNLESS OTHERWISE NOTED)

 = FRAME & WIRE VENT FOR A/C


 = 12V POWERED ROOF VENT

 = ESCAPE HATCH W/ LADDER


 = STANDARD, NON-PWRD, ROOF VENT


 = AIR NOZZLE

 = WATER SPIGOT

 = WHEEL CHOCK

 = 24" RECESSED WHEEL CHOCK

 = E-TRACK

 = SWIVEL-MOUNT D-RING

 = D-RING AND DIRECTION

 = FLUSHMOUNT D-RING

 = WINCH PLATE

 = HAULMARK SIDE VENT

 = SALEM SIDE VENT

 = SCISSOR JACK

All drawings intended for sketching display a scaled top view floor plan with floor cross members, vertical posts, and roof bows spacing in the model's standard location.


Door location and beavertail length is shown in standard location (if applicable).

Structure spacing, Door location, and Beavertail length may change if desired.  
See local Cargo Group dealer for further information.


 = LANDING GEAR

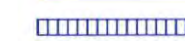
 = SLICK HANGER

 = SPARE TIRE MOUNT

 = SKI TIE DOWN

 = SWING-OUT QUARTZ LIGHT

 = 4' FLUORESCENT LIGHT

 = 4' BASEBOARD HEATER

 = ROOF MOUNT A/C

### Customer Approval

Approved

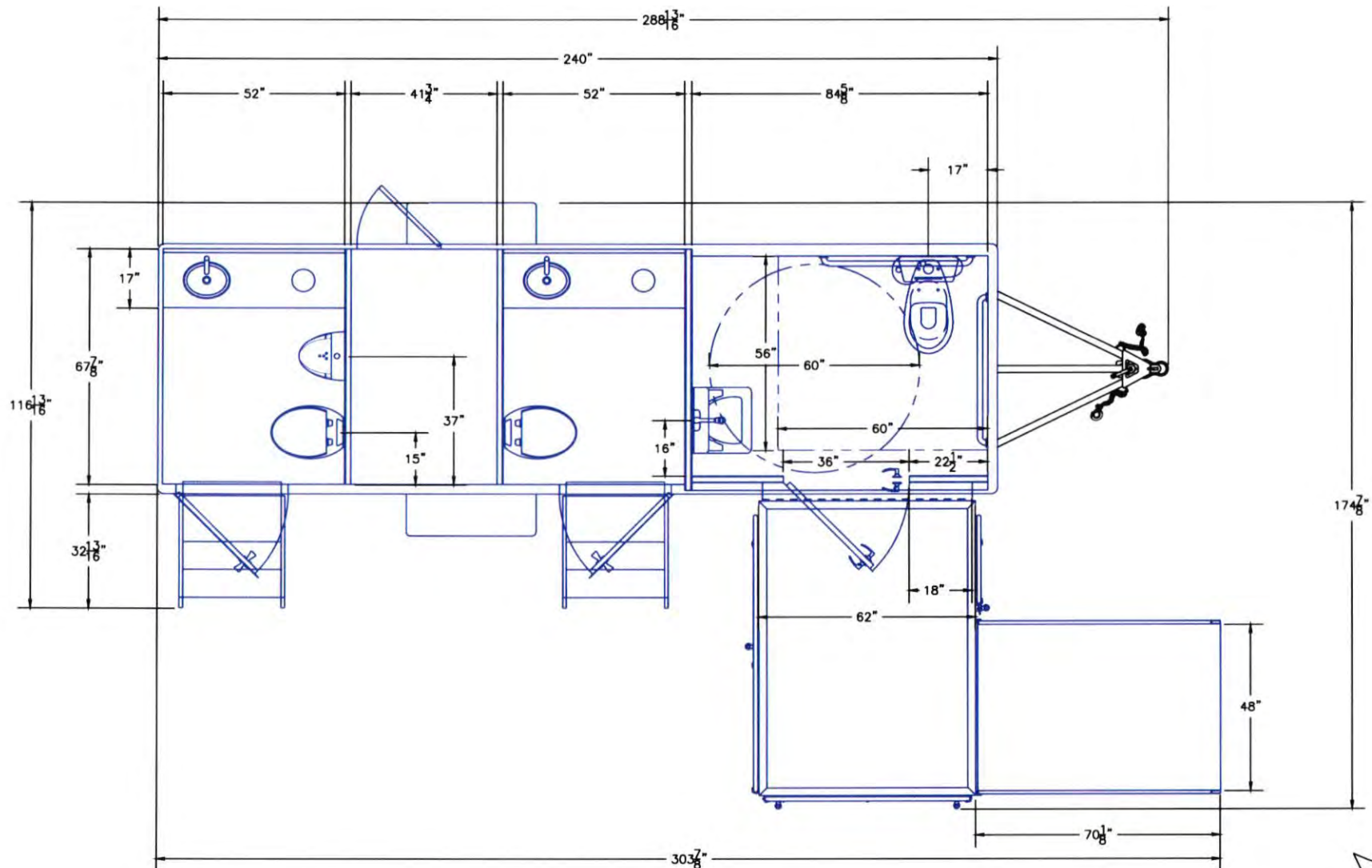
Revise and Resubmit

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

Revision: # \_\_\_\_\_ #

Date: 1/13/1014	Model: WC6121-ADA
Drawn By: DL	Serial #: WC6121-ADA
Page: - of 15	Dealer:
Scale: NTS	Salesman:
Customer	





PLANVIEW: General Layout

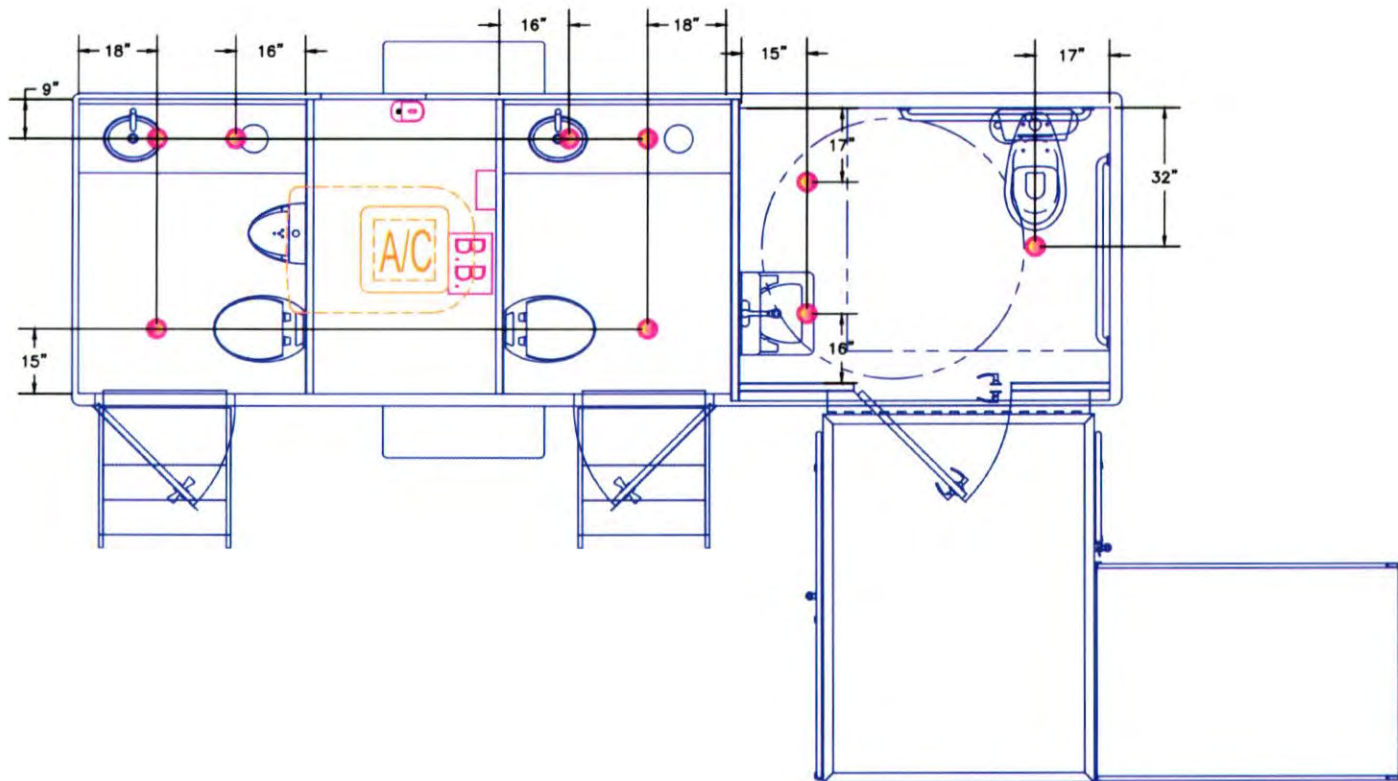


Approved  
 Revise and Resubmit  
 Initials: \_\_\_\_\_ Date: \_\_\_\_\_

Revision: **A**  
 1/6/2021

Date:	Model: WC20-ADA-2
Drawn By: DL	Serial #: WC20-ADA-2
Page: 1 of 14	Dealer:
Scale: NTS	Salesman:
Customer:	

Indiana



PLANVIEW: Electrical Layout

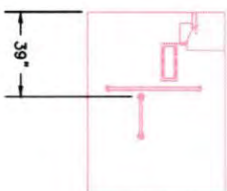
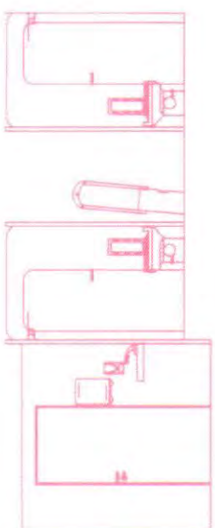
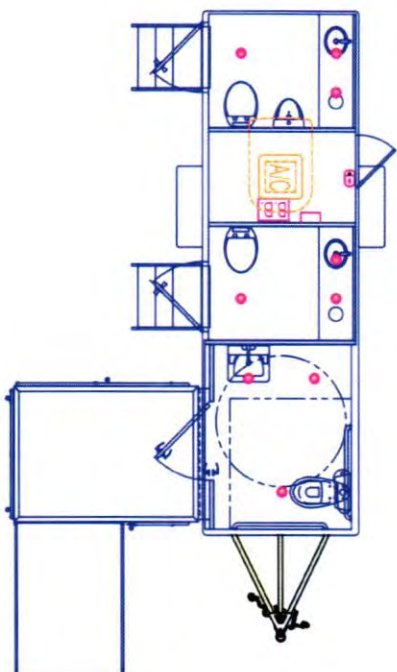
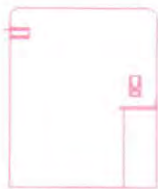


Approved  
 Revise and Resubmit  
 Initials: \_\_\_\_\_ Date: \_\_\_\_\_

Revision: **A**  
 1/6/2021

Date:	Model: WC20-ADA-2
Drawn By: DL	Serial #: WC20-ADA-2
Page: 7 of 14	Dealer:
Scale: NTS	Salesman:
Customer:	

Indiana



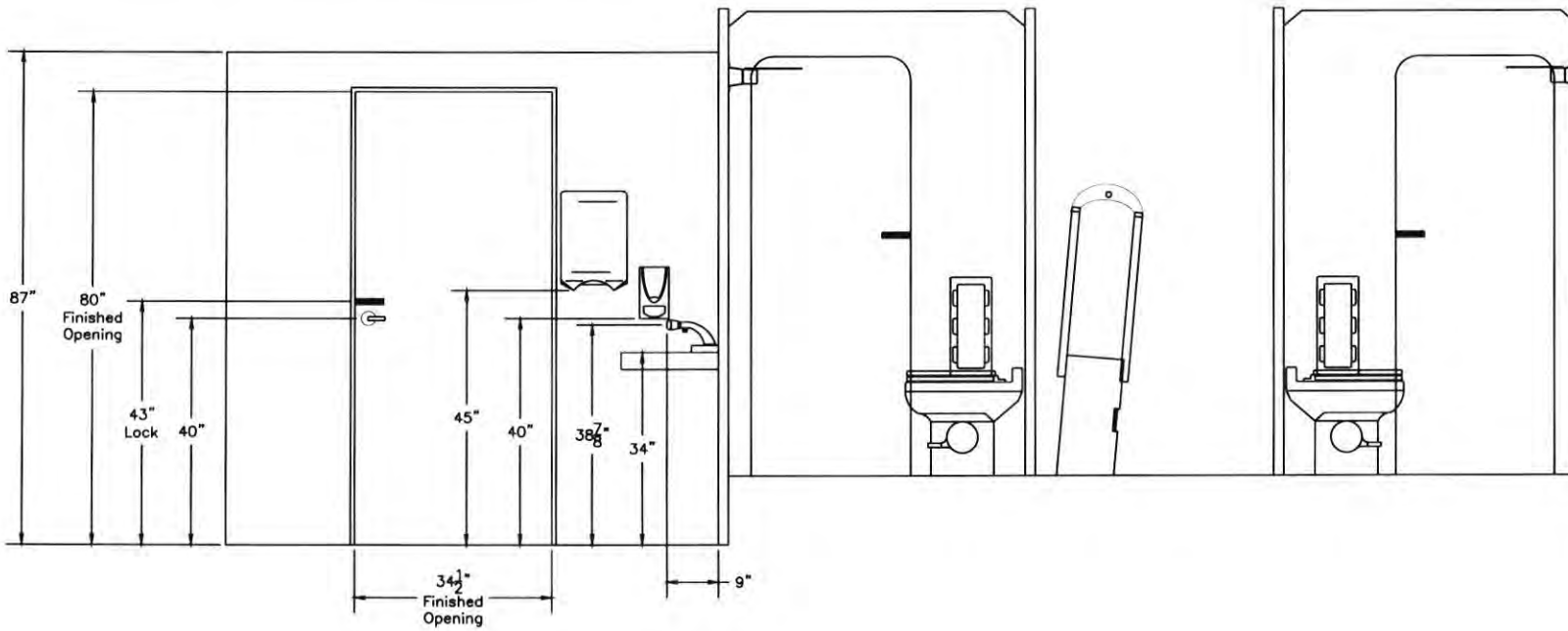
FOLDOUT: Interior Sidewall Views, Floor & Reflected Ceiling Plan

Approved  
 Revise and Resubmit  
 Initials: \_\_\_\_\_ Date: \_\_\_\_\_

Revision: **A**  
 1/6/2021

Date:	Model:
Drawn By: DL	WC20-ADA-2
Page: 8 of 14	Serial #: WC20-ADA-2
Scale: NTS	Dealer:
Customer:	Salesman:

Indiana



FRONT

ELEVATION: C/S Interior Sidewall View

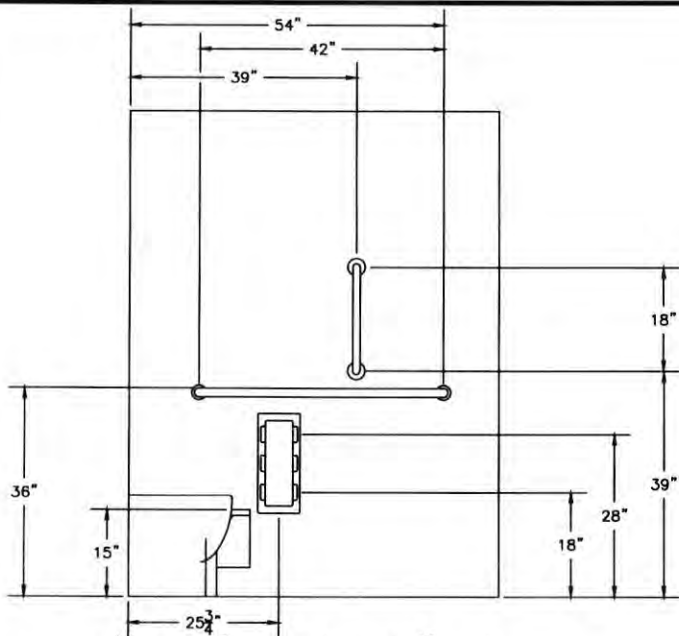
**Customer Approval**

Approved  
 Revise and Resubmit  
 Initials: \_\_\_\_\_ Date: \_\_\_\_\_

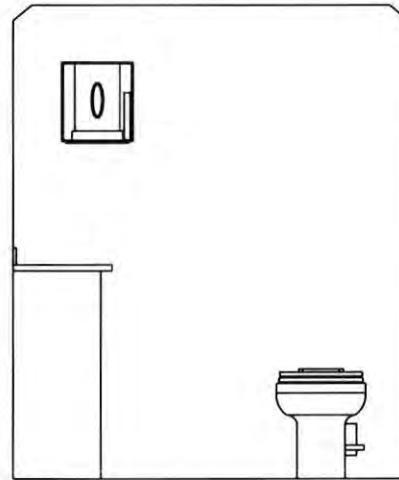
Revision: A  
 1/6/2021

Date:	Model: WC20-ADA-2
Drawn By: DL	Serial #: WC20-ADA-2
Page: 9 of 14	Dealer:
Scale: NTS	Salesman:
Customer:	

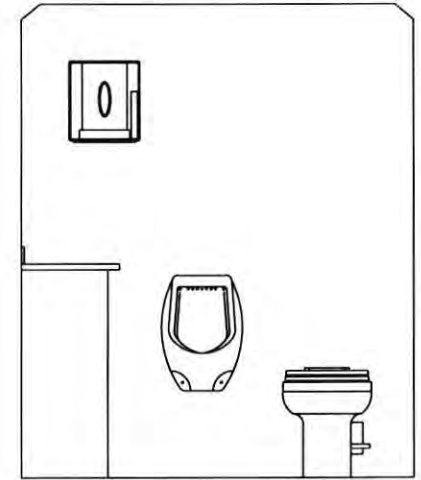
Indiana



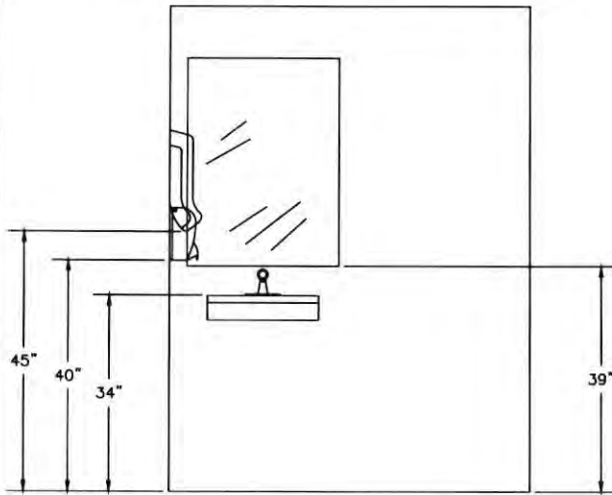
Front Compartment Front



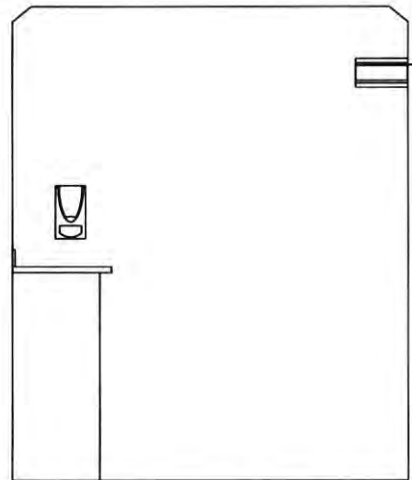
Center Compartment Front



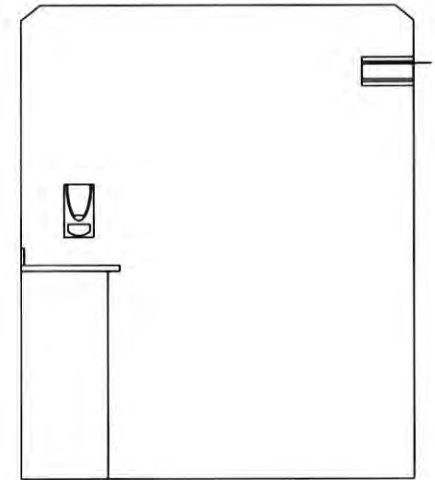
Rear Compartment Front



Front Compartment Rear



Center Compartment Rear



Rear Compartment Rear

Approved

Revise and Resubmit

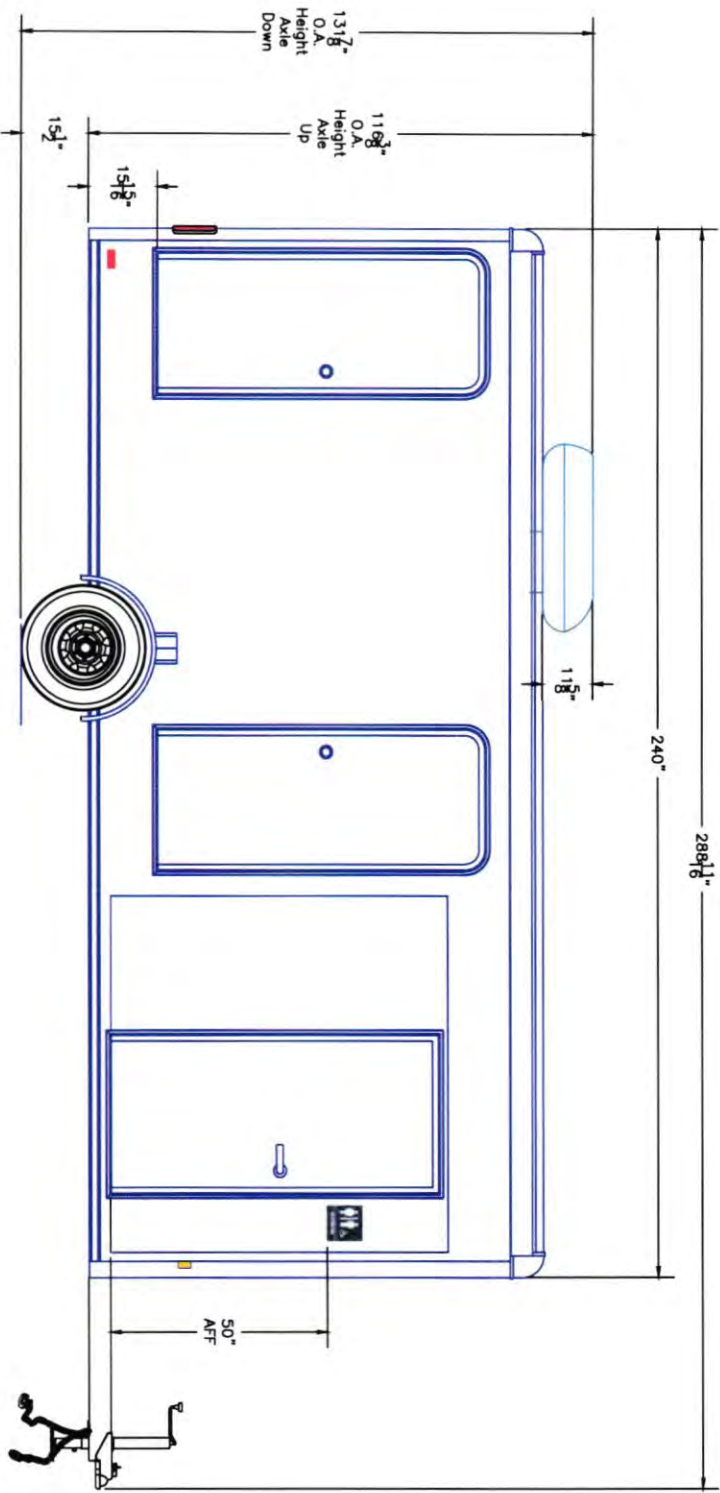
Initials: \_\_\_\_\_ Date: \_\_\_\_\_

Revision: A  
1/6/2021

Date:	Model: WC20-ADA-2
Drawn By: DL	Serial #: WC20-ADA-2
Page: 11 of 14	Dealer:
Scale: NTS	Salesman:
Customer:	



Indiana



Notes:  
Dimensions are Approx. From Ground

PLANVIEW: General Layout



Approved  
 Revise and Resubmit  
 Initials: \_\_\_\_\_ Date: \_\_\_\_\_


Revision: **A**  
 1/6/2021

Date:	Model:	WC20-ADA-2
Drawn By: DL	Serial #:	WC20-ADA-2
Page: 12 of 14	Dealer:	
Scale: NTS	Salesman:	
Customer:		

Indiana

# LEGEND

 = VENTED BATTERY BOX

 = SPEAKER

 = 110V EXTERIOR GFCI


 = 12V RECEPT

 = 12V LOADING LIGHT


 = DELUXE 12V DOME LIGHT

 = CEILING-HUNG QUARTZ LIGHT

 = 12V DOME LIGHT

 = 12V CARGO LIGHT


 = RECESSED QUARTZ LIGHT

 = 110 WALL SWITCH 48" A.F.F.  
(UNLESS OTHERWISE NOTED)

 = 12V WALL SWITCH @ 48" A.F.F.  
(UNLESS OTHERWISE NOTED)


 = WALL HEATER W/ BLOWER

 = ELECTRIC SERVICE PANEL

 = SHORE CONNECTOR W/ CORD


 = SHORE CONNECTOR

 = 110V RECEPT 18" A.F.F.  
(UNLESS OTHERWISE NOTED)

 = FRAME & WIRE VENT FOR A/C

 = 12V POWERED ROOF VENT

 = ESCAPE HATCH W/ LADDER

 = STANDARD, NON-PWRD, ROOF VENT


 = AIR NOZZLE

 = WATER SPIGOT

 = WHEEL CHOCK

 = 24" RECESSED WHEEL CHOCK

 = E-TRACK

 = SWIVEL-MOUNT D-RING

 = D-RING AND DIRECTION

 = FLUSHMOUNT D-RING

 = WINCH PLATE

 = HAULMARK SIDE VENT

 = SALEM SIDE VENT

 = SCISSOR JACK

All drawings intended for sketching display a scaled top view floor plan with floor cross members, vertical posts, and roof bows spacing in the model's standard location.

Door location and beavertail length is shown in standard location (if applicable).


Structure spacing, Door location, and Beavertail length may change if desired.  
See local Cargo Group dealer for further information.


 = LANDING GEAR


 = SLICK HANGER


 = SPARE TIRE MOUNT

 = SKI TIE DOWN

 = SWING-OUT QUARTZ LIGHT

 = 4' FLUORESCENT LIGHT

 = 4' BASEBOARD HEATER

 = ROOF MOUNT A/C

Approved

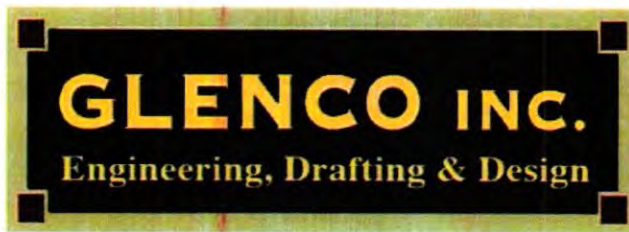
Revise and Resubmit

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

Revision: # \_\_\_\_\_ #

Date:	Model: <b>WC20-ADA-2</b>
Drawn By: <b>DL</b>	Serial #: <b>WC20-ADA-2</b>
Page: <b>14</b> of <b>14</b>	Dealer:
Scale: <b>NTS</b>	Salesman:
Customer:	

Indiana



August 26, 2022

To Whom It May Concern:

RE: Accessible Facilities in  
American Cargo Group Trailers, LLC (UltraLav)

Glenco, Inc. has reviewed plans and specifications and conducted inspections in a representative sample toilet trailer model. The trailers are manufactured by American Cargo Group Trailers, LLC (UltraLav). Our agency found them to be in compliance with the following standards:

- International Code Council Standard ICC A117.1-2009 – Accessible and Usable Buildings and Facilities.
- International Code Council Standard ICC A117.1-2017 – Accessible and Usable Buildings and Facilities.
- Americans with Disabilities Act Accessibility Guidelines (ADAAG) – 2010 Edition.

The toilet trailer models found to be in compliance are the following models:

- UL614-ADA.
- UL620-ADA-2

Please contact me if you have any questions

Sincerely,

*Jeffrey R. Walton, P.E.*

Jeffrey R. Walton, P.E.  
Glenco, Inc.  
[jeff@glencoinc.com](mailto:jeff@glencoinc.com)  
(570) 837-0577, Ext. 119

Indiana P.E. License #19600457



STATE ENVIRONMENTAL QUALITY REVIEW ACT  
NOTICE OF INTENT TO SERVE AS LEAD AGENCY  
BY THE TOWN OF LIBERTY PLANNING BOARD  
FOR 26 HOLLAND DEVELOPMENT LLC (GELSOMINO & DAVIS SCHOOLHOUSE)  
TOWN OF LIBERTY

From: Town of Liberty Planning Board  
Chairman Lynn Dowe  
Town of Liberty, 119 North Main Street,  
Liberty, New York 12754, Telephone  
(845) 292-8511; Facsimile 845-292-2562  
Also please copy:  
Town Planning Board Attorney Jacob Billig, Esq by email [jbillig@blslaw.net](mailto:jbillig@blslaw.net)  
Town Planning Board Secretary Tammy Wilson by email [t.wilson@townofliberty.org](mailto:t.wilson@townofliberty.org)

To: All Involved and Interested Agencies

Date: May 11, 2026

Re: Notice of Intent of the Town of Liberty Planning Board to be Lead Agency regarding a special user permit to construct a special needs elementary school

---

An application dated December 22, 2025 (“Application”) addressed to the Town of Liberty made application of a special use permit for a special needs elementary school on lands identified upon the County of Sullivan Town of Liberty as follows: Section 36 Block 1 Lots 131.1 and 131.4 (all collectively as the “Project”);

On May 5, 2026, the Town of Liberty Planning Board voted on the Intent of the Town of Liberty Planning Board to be SEQRA Lead Agency for the Proposed Action. A determination that the project is a type I action has been made.

Therefore, the Town of Liberty Planning Board hereby issues this Notice indicating its intent to establish itself as Lead Agency for the coordinated SEQRA review of the above-referenced Project in accordance with the SEQRA regulations at 6 NYCRR 617.6. The Town of Liberty Planning Board has identified your agency as an Involved or Interested agency as defined by the implementing regulations of SEQRA at 6 NYCRR 617.2.

The Project is described on the Long Environmental Assessment Form Part 1 for the Project, a copy of which is attached along with project plans listed below.

If any Involved Agency does not submit a written objection to the Town Planning Board within thirty (30) calendar days of the mailing of this Notice, the Town Planning Board will assume the role of Lead Agency for the Project.

If your agency objects to the Town of Liberty Planning Board assuming the role of Lead Agency for the Project, please forward a detailed statement explaining the basis of such objection to: Planning Board Chairman Lynn Dowe, Town of Liberty Planning Board, 119 North Main Street, Liberty, New York 12754, Telephone (845) 292-8511 Facsimile 845-292-2562. Also please copy:

Town Planning Board Attorney Jacob Billig, Esq by email jbillig@blslaw.net  
Town Planning Board Secretary Tammy Wilson by email t.wilson@townofliberty.org

Your agreement or disagreement with the Town of Liberty Planning Board serving as Lead Agency is requested on or before 30 days from the mailing of this notice. Please send your response to Planning Board Chairman Lynn Dowe, Town of Liberty, at the above address.

This notification is being sent to interested and involved agencies with the request that you consent to the Town of Liberty Planning Board serving as Lead Agency. In the event that you as an interested or involved agency, do not agree with the Town of Liberty Planning Board's designation as Lead Agency, you may follow procedures outlined in NYCRR 617.6(b) (5).

If no response is received from your agency within thirty (30) days, it will be assumed that you are in agreement with the designation of the Town Planning Board as Lead Agency. You will continue to be notified of SEQR determinations and hearings and copies of all environmental documents will be made available to you.

Thank you for your cooperation.

Town of Liberty Planning Board Chairman  
Mr. Lynn Dowe

Attachments:

- 1) Long Environmental Assessment Form Part 1
- 2) Project Plans entitled "Land Development Plans for Gelsomino & Davis Schoolhouse" prepared by Rielly Engineering and Surveying dated April 23, 2026 with a last revision date of May 5, 2026.





Sample:

RESOLUTION NO. \_\_\_\_\_

A resolution of the Town Board of Town of Liberty agreeing to apply for financial assistance with the United States Department of Agriculture, Rural Development to finance Upgrades to the Swan Lake Wastewater Treatment Plant. Be it further resolved that the Town Board of Town of Liberty authorizes the Supervisor - Frank DeMayo and Confidential Secretary - Nick Rusin to sign all documents relating to the USDA Rural Development loan and/or grant.

PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Mayor/President/Chair)

Attest:

\_\_\_\_\_  
(Clerk/Secretary/Auditor)

**From:** n.rusin townofliberty.org  
**Sent:** Thursday, May 21, 2026 4:32 PM  
**To:** supervisordemayo townofliberty.org  
**Subject:** FW: Agenda Request for next Board Meeting

Frank,

From Kristin Young. This is what I believe she wanted to bring before the board next meeting. Thank you.

**From:** Kristin Young <kristin.young1982@gmail.com>  
**Sent:** Thursday, May 21, 2026 4:00 PM  
**To:** n.rusin townofliberty.org <n.rusin@townofliberty.org>  
**Subject:** Re: Agenda Request for next Board Meeting

Nick,

Please see the following proposed resolution to be presented to the Board, at the meeting on 06/01/2026:

\*\*\*DRAFT OF RESOLUTION\*\*\*

"TOWN OF LIBERTY

TOWN BOARD RESOLUTION NO. \_\_\_\_ OF 2026

RESOLUTION ESTABLISHING PROCEDURES FOR ROAD CLOSURE REQUESTS RELATED TO PUBLIC GATHERINGS, CEREMONIES, CELEBRATIONS, AND EVENTS

WHEREAS, the Town Board recognizes the need to establish a clear and transparent process for requests involving temporary road closures for gatherings, ceremonies, celebrations, parades, festivals, and similar events; and

WHEREAS, the Town Board finds that adequate notice to the public, coordination with emergency services, and orderly review procedures are necessary to protect public safety and ensure community input;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Liberty hereby establishes the following procedures for all requests involving temporary road closures within the Town:

Advance Request Requirement

Any request for a temporary road closure associated with a gathering, ceremony, celebration, parade, festival, or similar event shall be formally presented to the Town Board at a regularly scheduled Town Board meeting no less than thirty (30) days prior to the proposed event date.

#### Public Posting and Notice

Within five (5) business days following the initial presentation of the request, the Town shall post notice of the proposed road closure request on the official Town website for public awareness and discussion.

#### Public Discussion at Following Meeting

The proposed road closure request shall be placed on the agenda for public discussion at the next regularly scheduled Town Board meeting following the initial presentation.

#### Coordination During Review Period

During the thirty (30) day review period, the requesting party shall be responsible for obtaining and coordinating any necessary permits, insurance documentation, emergency service approvals, traffic control plans, or other required materials related to the proposed event and road closure.

#### Attendance by Requesting Party

At least one representative of the requesting party shall attend the subsequent Town Board meeting at which the request is discussed publicly and shall be available to answer questions or address concerns raised by members of the public or the Town Board.

#### Review of Public Concerns and Records

In the event public concerns arise regarding the proposed closure or event, review of Town records, submissions, or compliance matters shall be conducted by members of the Town Board. Any such review shall be independently verified by at least one additional Town Board member to ensure accuracy and transparency.

BE IT FURTHER RESOLVED, that this policy shall take effect immediately upon adoption by the Town Board.

Adopted this \_\_\_ day of \_\_\_\_\_, 2026.

Town Supervisor

Town Clerk"

I will attempt to finalize this resolution, as I have sought outside help to button up anything that may look unfair, etc., to the public. I appreciate you forwarding this to Frank, and I hope to see it on the agenda!

If it does make it to the agenda, could you please let me know?

Best,  
Kristin Young

On Thu, May 21, 2026, 12:15 PM Kristin Young <[kristin.young1982@gmail.com](mailto:kristin.young1982@gmail.com)> wrote:

Nick,

Today is my day off, so I will get you the drafted resolution in a bit!

Thank you!

Kristin

On Tue, May 19, 2026, 7:18 PM n.rusin [townofliberty.org](mailto:n.rusin@townofliberty.org) <[n.rusin@townofliberty.org](mailto:n.rusin@townofliberty.org)> wrote:

Kristin,

Yes, now is a good time to ask to be put on the agenda for next meeting. I will forward your requests to Frank, and yes, it would be helpful to send any material you have to go with your request. Thank you Kristin, be well.

Get [Outlook for iOS](#)

**From:** Kristin Young <[kristin.young1982@gmail.com](mailto:kristin.young1982@gmail.com)>  
**Sent:** Tuesday, May 19, 2026 2:18:12 PM  
**To:** n.rusin [townofliberty.org](mailto:n.rusin@townofliberty.org) <[n.rusin@townofliberty.org](mailto:n.rusin@townofliberty.org)>  
**Subject:** Agenda Request for next Board Meeting

Good afternoon, Nick,

I was just checking to see if I needed to request time on the agenda for a resolution I would like to propose to the Town at the next Board meeting on the 1st.

I have it drafted, and would be able to send it to you if needed.

Thanks!

Best,

Kristin Young

**From:** Joel Kohn <joel@jkexpediting.com>  
**Sent:** Tuesday, May 5, 2026 2:58 PM  
**To:** supervisordemayo townofliberty.org  
**Cc:** Shmuel Sandel  
**Subject:** Mountainview Meadows Sewer Agreement  
**Attachments:** SEWER AGREEMENT 2015.pdf

Good afternoon Supervisor Demayo,

As discussed last week, we are asking the Town to consider amending the attached sewer agreement, which was last amended in 2015, to allow for the full buildout of the site as originally approved in 1996.

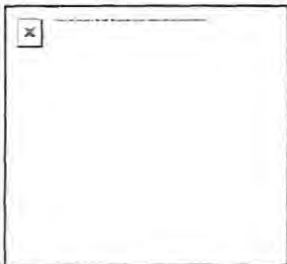
The current agreement allows sewer discharge for up to 75 units. The fully built-out site will contain 135 units, which also includes the 12 mobile homes on Cherry Ln.

This matter was previously brought before the Town Board, at which time the Board recommended that the applicant study the I&I within the sewer system. That study was completed by the project engineer, with the Sewer Department present as well. The study found that the main areas contributing I&I to the sewer mains were the sewer manholes. Those issues have since been corrected, and there is no additional I&I entering the system.

Please add this matter to the May 18th Town Board agenda for further discussion and approval.

If you have any questions please do not hesitate to contact me.

Sincerely,



**Joel Kohn**

**JK Expediting Services**

● 390 Broadway, Suite 1 | P.O. Box 369 |  
Monticello, NY 12701

☎ (845) 796-9110

[Joel@jkexpediting.com](mailto:Joel@jkexpediting.com)

AGREEMENT made as of the 28<sup>th</sup> day of February, 2015, by and between TOWN OF LIBERTY, a municipal corporation having its principal place of business at 120 North Main Street, Liberty, New York 12754, acting for and on behalf of the Loomis Sewer District (respectively "the Town" and "the District"), and AVIATOR II MANUFACTURED HOUSING, INC., d/b/a Mountain View Meadows, having an address at P.O. Box 391, Beacon, New York 12508 ("Aviator").

WITNESSETH:

WHEREAS, the District has the capacity to accept sewage effluent above and beyond the amount that it presently processes from within such district; and

WHEREAS, Aviator is desirous of discharging sewage effluent into the District's sewer system from its facilities located at Mountain View Meadows Mobile Home Park, upon premises identified on the Town of Liberty tax map as Section 35, Block 1, Lots 7.1, 7.2 and 13; and

WHEREAS, the Town and Aviator have reached an understanding pursuant to which the District shall provide to Aviator certain sewer services, which understanding the Town and Aviator are desirous of reducing to writing.

NOW, THEREFORE, it is agreed between the parties as follows:

1. Aviator shall maintain, repair and, if necessary, replace at its sole cost and expense, the existing connection between its private sewer system and the District's sewer main. Prior to the commencement of any such maintenance, repairs or replacement, Aviator shall provide to the Town a plan prepared by a licensed engineer for review and approval by the Town's Water and Sewer Department and/or engineer. Upon approval of such plan by the Town, Aviator shall provide to the Town

a work schedule, and no work shall be commenced without reasonable prior advance notice to the Town. The Town shall have the right to inspect all such maintenance, repairs or replacements. All costs incurred by the Town for professional technical assistance associated with such review, approval and inspections shall be reimbursed to the Town by Aviator, including but not limited to engineering fees that may be incurred by the Town. No work shall be commenced until the Town is provided a certificate of insurance reflecting that Aviator and/or its contractor have adequate liability insurance and worker's compensation insurance, including liability coverage for completed operations, the limits of each such coverage to be not less than \$2,000,000 in aggregate and \$1,000,000 for each occurrence, with the exception of workers compensation coverage, which shall be in accordance with and not less than statutory limits. No such policy or policies may be cancelled without thirty (30) days prior written notice to the Town, and the Town must be named as additional insured on each such policy. Aviator shall be responsible to obtain all necessary permits for the work from any and all governmental agencies having jurisdiction, all at Aviator's sole cost and expense.

2. The District shall receive into its system all effluent from Aviator's Mountain View Mobile Home Park until such time as this agreement is terminated. Pursuant to resolution of the Town Board of the Town of Liberty, adopted on May 14, 1987, Aviator may connect additional mobile home sites to the system, not to exceed a total of 75 units, subject to the provisions of such resolution and subject to Aviator obtaining any and all other approvals as may be required for such expansion. The amount of use shall be determined based upon water consumption within

Aviator's premises as measured by meters upon all water supplies within the premises. Such meters shall, at all times, conform to the requirements of the Town's Water and Sewer Department. During all times that this agreement is in effect, the Town and District, its agents and employees shall have a right of entry upon Aviator's premises to inspect the subject sewer system and connection and all water meters and sewer system components. The Town and District shall have the right to read the water meters on a regular basis.

3. Aviator shall compensate the District for effluent received within thirty (30) days of issuance by the Town of a billing statement therefor. Any bill unpaid beyond such thirty (30) day period shall be subject to the same penalties as apply to in-district users of the District.

4. In September of each year, Aviator shall supply to the Town of Liberty Water & Sewer Department a list of spaces that are rented or available for rental. The Water & Sewer Department will verify such count with the Town's Code Enforcement Officer and advise Aviator of any differences. Based on such count a bill shall be issued in January based on a unit charge for each pad. Each pad shall be billed one unit unless the residence exceeds the bedroom count of three. Any residence that exceeds three bedrooms shall be billed at 1.5 units. Aviator shall be billed and pay the Town a sum calculated upon the number of units as of September, which shall be computed by adding the District's then current monetary rates billed to in-district users for operations and maintenance and for capital expenses. For example, in 2015 the District's operations and maintenance rate per unit is \$435.98 and the capital expense rate per unit is \$248.97, aggregating in all to \$684.95.

5. Except as otherwise provided herein, Aviator shall comply in all respects with the provisions of the Town's Sewer Use Regulations as set forth in Chapter 121 of the Code of the Town of Liberty, and the rules and regulations promulgated pursuant thereto, including any and all amendments that may hereafter be made thereto, all of which are incorporated herein by reference.

6. Aviator shall defend, indemnify and hold harmless the District, and the Town from any and all damages and expenses incurred by the District and the Town, including but not limited to all reasonable professional fees (i.e. attorney's fees and engineer's fees), by reason of any breach by Aviator of this agreement or violation by Aviator of the Town's sewer use regulations.

7. The term of this agreement shall coincide with and end contemporaneously with payment in full of the District's outstanding capital indebtedness represented by the serial bond or bonds to be issued by the Town on behalf of the District in connection the financing of Phase 1 and Phase 2 of the Locmis Wastewater Treatment Plant reconstruction. Upon expiration or termination of this agreement, in the absence of an extension of this agreement or a new agreement being entered into between the Town and Aviator, Aviator's private sewer system shall be disconnected from the District's sewer main and such connections shall be capped in a manner and by a method acceptable to and approved by the Town. Such disconnection and capping shall be at the sole cost and expense of Aviator. Notwithstanding the foregoing, the Town shall also have the right to terminate this agreement at any time on thirty (30) day's advance written notice to Aviator in the event Aviator does not timely pay when due all amounts which are billed to it pursuant to this agreement for receipt of

Aviator's effluent, or in the event that Aviator shall breach this agreement or violate the Town's sewer use regulations, or in the event that the Town determines in its sole discretion that it does not have sufficient capacity to continue to accept effluent from Aviator and simultaneously meet the needs of all in-district users.

8. In accordance with the provisions of Section 109 of the General Municipal Law, Aviator is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, or its rights, title or interest in this agreement, or its power to execute this agreement, to any other person, corporation or entity, without the prior written consent of the Town.

9. Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon application of either party, this agreement shall be physically amended forthwith to make such insertion.

10. Any and all notices, billings and payments required hereunder shall be addressed to the parties at their respective addresses set forth at the beginning of this agreement, or to such other address as may hereafter be designated in writing by any party. Such notices, billings and payments shall be transmitted by ordinary first class mail and shall be deemed given when mailed. Mailing shall be deemed to have occurred on the date of the postmark.

11. No waiver of any breach of any condition of this agreement shall be binding unless in writing and signed by the party waiving such breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause

or excuse for a repetition such breach or any other breach unless the waiver shall expressly include the same.

12. This agreement constitutes the complete understanding of the parties hereto. No modification of any provisions hereof shall be valid unless in writing and signed by all parties.

13. This agreement supercedes and replaces the agreement heretofore made between the Town and Aviator dated February 5, 2014.

IN WITNESS WHEREOF, the parties have caused this agreement to signed the day and year first written above.

**TOWN OF LIBERTY**

By: Charlie Barbuti  
Name: Charlie Barbuti  
Title: Supervisor

**AVIATOR II, INC.**

By: Ronald J. Piccone  
Name: Ronald J. Piccone  
Title:

# Mountain View Meadow

BILLING DATE: 2/01/2026 BILL NO. 72

BILLING PERIOD		METER READING		TOTAL GALLONS USED	MINIMUM CHARGE (ADVANCE)	AMOUNT OWED OVER MINIMUM	TOTAL
FROM	TO	PRESENT	PREVIOUS				
2/01/26	2/01/26	0	0	04	2935.20		42935.20

MAKE CHECKS PAYABLE TO:

## SEWER UNITS

120 N. MAIN ST. · LIBERTY, NEW YORK 12754

ACCOUNT NUMBER	LOCATION	W.D.#
000000500	S35 B 1 L7.1	08

(845)  
292-5620

ARREARS (INCLUDING PENALTY)	
METER INSTALL OR REMOVAL	
<b>DUE AMOUNT</b>	42935.20
PENALTY	4293.52
PAYMENT AMOUNT	1st 4293.52 3/13 2nd 4293.52 4/14

LIBERTY NY HOLDINGS LLC  
PARK

1126 58TH ST  
BROOKLYN NY 11219

PAYABLE TO: LOOMIS SEWER EXT.

**PENALTY CLAUSE**  
10% PENALTY IMPOSED AFTER 30 DAYS FROM DATE OF THIS BILL. ADDITIONAL 10% IMPOSED AFTER 60 DAYS FROM DATE OF THIS BILL. BILLS IN ARREARS ON NOV. 1<sup>ST</sup> OF EACH YEAR TRANSFERRED TO THE TOWN AND COUNTY TAX ROLL.

51,522.24 Due

BILLING DATE: 2/01/2026 BILL NO. 73

BILLING PERIOD		METER READING		TOTAL GALLONS USED	MINIMUM CHARGE (ADVANCE)	AMOUNT OWED OVER MINIMUM	TOTAL
FROM	TO	PRESENT	PREVIOUS				
2/01/26	2/01/26	0	0	01	1709.60		11709.60

MAKE CHECKS PAYABLE TO:

## SEWER UNITS

120 N. MAIN ST. · LIBERTY, NEW YORK 12754

ACCOUNT NUMBER	LOCATION	W.D.#
000000600	S35 B 1 L13	08

(845)  
292-5620

ARREARS (INCLUDING PENALTY)	
METER INSTALL OR REMOVAL	
<b>DUE AMOUNT</b>	11709.60
PENALTY	1170.96
PAYMENT AMOUNT	1st 1170.96 3/12/26 2nd 1170.96 4/14/26

CHERRY LANE HOLDINGS LLC

1126 58TH ST  
BROOKLYN NY 11219

PAYABLE TO: LOOMIS SEWER EXT.

**PENALTY CLAUSE**  
10% PENALTY IMPOSED AFTER 30 DAYS FROM DATE OF THIS BILL. ADDITIONAL 10% IMPOSED AFTER 60 DAYS FROM DATE OF THIS BILL. BILLS IN ARREARS ON NOV. 1<sup>ST</sup> OF EACH YEAR TRANSFERRED TO THE TOWN AND COUNTY TAX ROLL.

14,051.52 Due

**From:** w.s.dept townofliberty.org  
**Sent:** Thursday, May 7, 2026 8:44 AM  
**To:** supervisordemayo townofliberty.org  
**Cc:** d.knack townofliberty.org  
**Subject:** Mountain View Meadows

Good Morning Frank,

Damon & Wayne were not on site for I & I study. They went the first day it was scheduled, they did not have what they needed to do testing, were going to call when they did it and never did.

The expansion is not supposed to exceed 75 units total.

Waiting on information from the DEC on how much more the plant can take and treat.

They are billed annually for sewer based on the number of units and slabs. They currently owe a total of \$65,573.76. They did not pay the bills last year and they were re-levied to the 2026 taxes.

**Confidentiality Notice:** *This e-mail message, including attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message and attachments. Do NOT forward it to a third party without the written consent of the sender. The Town of Liberty is a public entity; consequently, this email may be subject to disclosure under the Freedom of Information Law. Thank you.*

Section	Chapter	Article	Section Title	Previous Amount	New Amount
§1-10	Ch. 1 – General Provisions	Art. I – Adoption of Code	Penalties for tampering with Code	\$250.00 or imprisonment or both	At least \$250
§50-19	Ch. 50 – Animals	Art. I – Dog Control	Penalties for offenses	At least \$100, not more than \$250 and/or 15 days imprisonment	At least \$250
§60-19 B	Ch. 60 – Building Construction & Fire Prevention	Art. V – Remedies	Penalties for offenses (Subsection B)	Remove shall knowingly / not more than \$1,000	At least \$250
§60-21	Ch. 60 – Building Construction & Fire Prevention	Art. V – Remedies	Civil penalties	Not more than \$200	At least \$200
§62-10	Ch. 62 – Buildings, Numbering of		Penalties for offenses	Not to exceed \$250	At least \$100, not more than \$250
§64-13	Ch. 64 – Buildings, Unsafe		Penalties for offenses	Not exceeding \$250	At least \$250 – open ended
§74-9	Ch. 74 – Electrical Inspections		Penalties for offenses	Not exceeding \$250	At least \$250
§93-8	Ch. 93 – Junkyards		Penalties for offenses	Not exceeding \$350	At least \$250 – open ended
§100-10	Ch. 100 – Mobile Homes and Mobile Home Parks		Penalties for offenses; additional remedies	Not less than \$25 or more than \$100	Keep the same
§103-5	Ch. 103 – Multiple Residence Owners		Penalties for offenses	Not exceeding \$250	At least \$250 – open ended
§107-11	Ch. 107 – Noise		Penalties for offenses	Not exceeding \$250	At least \$250 – open ended
§109-10	Ch. 109 – Parks		Penalties for offenses	Not exceeding \$250	At least \$250 – open ended
§109-11	Ch. 109 – Parks		Rules of conduct	*(1) Smoke or display any smoking device at anytime on park property. *If violators are resistant or non-compliant, park employee shall contact the appropriate place for assistance.	
§111-14	Ch. 111 – Peddling and Soliciting		Penalties for offenses	Not exceeding \$250	At least \$250 – open ended
§117-9	Ch. 117 – Recreational Vehicle Parks		Penalties for offenses; additional remedies	Not less than \$25 nor more than \$100	At least \$250 – open ended
§121-41	Ch. 121 – Sewers and Sewage	Art. XI – Enforcement and Penalties	Penalties for offenses; other remedies	Not exceeding \$250 and/or not more than 15 days imprisonment	At least \$250 – open ended
§125-13A	Ch. 125 – Solid Waste	Art. I – Garbage, Rubbish and Refuse	Penalties for offenses (Subsection A)	Not less than \$500, not more than \$1,500	Not less than \$500, not more than \$1,500
§125-13B	Ch. 125 – Solid Waste	Art. I – Garbage, Rubbish and Refuse	Penalties for offenses (Subsection B)	Not exceeding \$250	At least \$250 – open ended
§125-28B	Ch. 125 – Solid Waste	Art. II – Recycling	Penalties for offenses (Subsection B)	Not more than \$50	At least \$50
§125-28C	Ch. 125 – Solid Waste	Art. II – Recycling	Penalties for offenses (Subsection C)	Not more than \$100 and/or imprisonment not exceeding 15 days	At least \$100
§128-20	Ch. 128 – Streets, Highways and Sidewalks	Part 3, Art. IV – Access Requirements	Penalties for offenses	Not more than \$500	At least \$250
§136-11	Ch. 136 – Towing and Road Service		Penalties for offenses	Not more than \$500 and/or imprisonment not exceeding 15 days	At least \$250
§139-21A	Ch. 139 – Vehicles and Traffic	Art. IV – Handicapped Parking	Penalties for offenses (Subsection A)	Not to exceed \$250	At least \$250

Section	Chapter	Article	Section Title	Previous Amount	New Amount
§139-21B	Ch. 139 – Vehicles and Traffic	Art. IV – Handicapped Parking	Penalties for offenses (Subsection B)	Not to exceed \$250	At least \$250
§139-21C	Ch. 139 – Vehicles and Traffic	Art. IV – Handicapped Parking	Penalties for offenses (Subsection C)	Not to exceed \$250	At least \$250
§141-4	Ch. 141 – Vehicles on Town Property		Penalties for offenses	Not to exceed \$250 and/or imprisonment not exceeding 15 days	At least \$250
§144-12	Ch. 144 – Water		Penalties for offenses; enforcement	Not exceeding \$250 and/or not more than 15 days imprisonment	At least \$250

Code Chapter	Type of Permit/Fee	Amount
Ch. 50, Animals	Licensing	
Ch. 50, Animals	Spayed/neutered	\$10
Ch. 50, Animals	Unspayed/unneutered	\$15.50
Ch. 50, Animals	Seniors (60 and over) exempt from local fee of \$5	
Ch. 50, Animals	Purebred license	
Ch. 50, Animals	1 to 10 dogs	\$25
Ch. 50, Animals	11 to 25 dogs	\$50
Ch. 50, Animals	Over 25 dogs	\$100
Ch. 50, Animals	**An additional fee of \$3 for each dog over 4 months that is unspayed/unneutered**	**An additional fee of \$3 for each dog over 4 months that is unspayed/unneutered**
Ch. 50, Animals	Replacement tags	\$5
Ch. 50, Animals	Surrender fee	\$150
Ch. 50, Animals	Impoundment (seizure) fee	
Ch. 50, Animals	First offense	\$75
Ch. 50, Animals	Second subsequent offense within 12 months	\$150
Ch. 50, Animals	Third subsequent offense within 12 months	\$300
Ch. 50, Animals	Boarding fees	\$25 per day
Ch. 50, Animals	Adoption fee	\$50 plus mandatory spay/neuter fee at adopter's expense prior to transfer
Ch. 50, Animals	Redeemed Dog 3 (dogs redeemed 3 or more times)	\$300
Ch. 60, Building Const. & Fire Prevention	Residential construction	
Ch. 60, Building Const. & Fire Prevention	One-family, two-family, multiple dwellings and townhouses	\$1,100 for each 1,000 square feet, or portion thereof, of living space
Ch. 60, Building Const. & Fire Prevention	Accessory buildings and garages, greater than 144 sq. ft. and up to 200 sq. ft	0.25 per square foot
Ch. 60, Building Const. & Fire Prevention	Accessory buildings and garages over 200 sq. ft.	0.80 per square foot
Ch. 60, Building Const. & Fire Prevention	Additions, alterations, and repairs	\$50 for the first \$1,000 of construction value or portion thereof, plus, \$20 for each additional \$1,000 of construction value or portion thereof Minimum fee: \$50
Ch. 60, Building Const. & Fire Prevention	Demolition	\$100 per building
Ch. 60, Building Const. & Fire Prevention	Signs	\$25 for first \$1,000 of work, plus \$5 for each additional \$1,000 of work Minimum fee: \$25
Ch. 60, Building Const. & Fire Prevention	Miscellaneous (woodstoves, swimming pools, etc.)	\$50 for first \$1,000 of construction value or portion thereof, plus \$20 for each additional \$1,000 of construction value or portion thereof Minimum fee: \$50
Ch. 60, Building Const. & Fire Prevention	Tragedy reconstruction (natural disasters)	Fees waived to rebuild to pre-existing size and placement
Ch. 60, Building Const. & Fire Prevention	Building permit renewal	Half the original fee
Ch. 60, Building Const. & Fire Prevention	Commercial construction	
Ch. 60, Building Const. & Fire Prevention	New construction	\$1,400 per 1,000 square feet or portion thereof of living space
Ch. 60, Building Const. & Fire Prevention	Accessory structures	\$1.00 per square foot of floor area
Ch. 60, Building Const. & Fire Prevention	Additions, alterations and repairs	\$75 for first \$1,000 of construction value or portion thereof, plus \$25 for each additional \$1,000 of construction value or portion thereof Minimum fee: \$75
Ch. 60, Building Const. & Fire Prevention	Signs	\$50 for each \$1,000 of value or portion thereof

Code Chapter	Type of Permit/Fee	Amount
Ch. 60, Building Const. & Fire Prevention	Demolition	\$500 per building
Ch. 60, Building Const. & Fire Prevention	Miscellaneous charges	
Ch. 60, Building Const. & Fire Prevention	Certified Mailing	Actual cost incurred by the Town
Ch. 60, Building Const. & Fire Prevention	Certified copy of C/O	\$15; no fee when issued upon completion of construction pursuant to a current building permit
Ch. 60, Building Const. & Fire Prevention	Temporary C/O	\$10 for up to 60 days \$100 beyond 60 days
Ch. 60, Building Const. & Fire Prevention	Certified copy of compliance certificate	\$15; no fee when issued upon completion of construction pursuant to a current building permit
Ch. 60, Building Const. & Fire Prevention	Municipal search fee	\$100
§60-21	Civil Penalty	\$1,000 per day per day for violations pursuant to Code §60-21
Ch. 74, Electrical Inspections	Application for electrical inspectors	\$100
Ch. 74, Electrical Inspections	Fire inspections	
Ch. 74, Electrical Inspections	Supporting or accessory structures	\$50 plus \$10 per unit per year
Ch. 74, Electrical Inspections	Multi-building establishments	\$50 plus \$10 per unit per year
Ch. 74, Electrical Inspections	Multi-family residences	\$50 plus \$10 per unit per year
Ch. 74, Electrical Inspections	Commercial properties (example: stores)	\$75 per year per operating unit
Ch. 86, Games of Chance	License fee for the conduct of games	As set by state law
Ch. 86, Games of Chance	License fee to lease premises	As set by state law
Ch. 86, Games of Chance	Additional license fee based on net proceeds	Not specified
Ch. 100, Mobile Homes and Mobile Home Parks	Singlewide	\$1,100 for every 1,000 square feet, or portion thereof, of living space
Ch. 100, Mobile Homes and Mobile Home Parks	Doublewide	\$1,100 for every 1,000 square feet, or portion thereof, of living space
Ch. 100, Mobile Homes and Mobile Home Parks	Triplewide	\$1,100 for every 1,000 square feet, or portion thereof, of living space
Ch. 100, Mobile Homes and Mobile Home Parks	Mobile home park license	\$100 or \$10 per approved lot, whichever is greater
Ch. 111, Peddling and Soliciting	License fee for peddlers	\$10 per day; \$50 per week; \$100 per month; \$150 per year; termination at the close of December 31 of the year issued
Ch. 111, Peddling and Soliciting	License fee for transient merchants	\$500, which shall continue in favor of the person issued for 6 months from the date the same is issued
Ch. 111, Peddling and Soliciting	License fee for transient merchant-peddlers	The combination of the amount for both peddlers and transient merchants and, in addition thereto, the amount prescribed for peddlers for each peddler in his employ. The license shall remain in effect for 6 months.
Ch. 111, Peddling and Soliciting	Major subdivision (5+)	\$1,000 application fee plus \$50 per lot
Ch. 111, Peddling and Soliciting	Map re-signing	\$100
Ch. 111, Peddling and Soliciting	Special use permit	\$300
Ch. 111, Peddling and Soliciting	Zoning Board applications	\$300
Ch. 111, Peddling and Soliciting	Special Planning/Zoning meetings scheduled	\$100 per applicant
Ch. 111, Peddling and Soliciting	Copies of cassette tape or CD recordings	\$20 per tape
Ch. 111, Peddling and Soliciting	Certified mailing fees for public hearings	Current postal rates apply
Ch. 111, Peddling and Soliciting	Photocopies of maps taken to Kristt Co.	

Code Chapter	Type of Permit/Fee	Amount
Ch. 111, Peddling and Soliciting	1 to 10 pages	\$5 per page
Ch. 111, Peddling and Soliciting	11 pages and over	\$4 per page
Ch. 111, Peddling and Soliciting	Operating permits	
Ch. 111, Peddling and Soliciting	Public assembly (minimum occupancy of 51)	\$150 per year per assembly building
Ch. 111, Peddling and Soliciting	Special Planning or Zoning Board meetings are scheduled	\$100 per applicant
Ch. 117, Recreational Vehicle Parks	License fee	No fee set
Ch. 121, Sewers and Sewage	Permit fee for discharge to public sewers	Not specified
Ch. 121, Sewers and Sewage	Building permit and inspection fee	\$10 plus labor and materials
Ch. 128, Streets, Highways and Sidewalks	Road dedication plan	
Ch. 128, Streets, Highways and Sidewalks	Plan filing fee	\$250
Ch. 128, Streets, Highways and Sidewalks	Road access permit	\$100
Ch. 128, Streets, Highways and Sidewalks	Residential	\$50
Ch. 128, Streets, Highways and Sidewalks	Commercial	\$100
Ch. 128, Streets, Highways and Sidewalks	Field or woodlot entrance	\$50
Ch. 128, Streets, Highways and Sidewalks	Multiple residence	Call for fee
Ch. 128, Streets, Highways and Sidewalks	Subdivision	Call for fee
Ch. 128, Streets, Highways and Sidewalks	Other	Call for fee
Ch. 128, Streets, Highways and Sidewalks	Additional inspection fee	\$25
Ch. 128, Streets, Highways and Sidewalks	Permit fee	No fee set
Ch. 130, Subdivision of Land	Subdivisions	
Ch. 130, Subdivision of Land	Minor (1 to 4)	\$200 application fee, plus \$50 per lot
Ch. 130, Subdivision of Land	Major (5+)	\$1,000 application fee, plus \$50 per lot
Ch. 130, Subdivision of Land	Public hearing fee	Charge for mailing of notices
Ch. 130, Subdivision of Land	Fee in lieu of park land dedication for major subdivisions	\$500 per lot
Ch. 130, Subdivision of Land	Map re-signing by Planning Board	\$100
Ch. 136, Towing and Road Service	Service calls	
Ch. 136, Towing and Road Service	Out of gas, jump start, tire, lockouts (parts not included)	\$50
Ch. 136, Towing and Road Service	Tow calls	
Ch. 136, Towing and Road Service	Day rate (8:00 a.m. to 6:00 p.m.)	\$60, plus \$3.50 per mile over 3 miles
Ch. 136, Towing and Road Service	Night rate (6:00 p.m. to 8:00 a.m.)	\$95, plus \$3.50 per mile over 3 miles
Ch. 136, Towing and Road Service	Weekend and holidays	Night rate amount
Ch. 136, Towing and Road Service	Overturning vehicle	\$150
Ch. 136, Towing and Road Service	Flat bedding	\$125
Ch. 136, Towing and Road Service	Disconnecting drive shafts (service call)	\$50
Ch. 136, Towing and Road Service	Cutting or torch work	\$75
Ch. 136, Towing and Road Service	Winching	\$100

Code Chapter	Type of Permit/Fee	Amount
Ch. 136, Towing and Road Service	Cleanup (nonhazardous)	\$50
Ch. 136, Towing and Road Service	Truck tows	
Ch. 136, Towing and Road Service	Under 14,000 GVW (hook and go only)	\$100, plus \$3.50 per mile
Ch. 136, Towing and Road Service	Over 14,000 GVW up to 26,999 (hook and go only)	\$250, plus \$5 per mile plus extras (driveshaft, lights, etc.)
Ch. 136, Towing and Road Service	Storage	
Ch. 136, Towing and Road Service	Inside	\$60 per day or part thereof
Ch. 136, Towing and Road Service	Outside	\$40 per day or part thereof
Ch. 136, Towing and Road Service	Permit fees	
Ch. 136, Towing and Road Service	Per truck	\$50
Town Clerk fees:	Marriage licenses	\$40
Town Clerk fees:	Marriage certification	\$10
Town Clerk fees:	Birth certification	\$10
Town Clerk fees:	Death certification	\$10
Town Clerk fees:	Photocopies	\$0.25 per page
Town Clerk fees:	Returned check fee	\$20
Town Clerk fees:	Towing license1	\$100 per truck
Town Clerk fees:	Highway opening permit	\$250
Town Clerk fees:	Escrow deposit refundable upon satisfactory completion	\$5,000
Town Clerk fees:	Road access permit	
Town Clerk fees:	Residential	\$100
Town Clerk fees:	Commercial	\$250, escrow \$5,000
Town Clerk fees:	Field/lot entrance	\$50, escrow \$500
Town Clerk fees:	Multiple residence	\$250, escrow \$5,000
Town Clerk fees:	Subdivision	\$250, escrow \$5,000
Town Clerk fees:	Other	TBD by Board, escrow TBD by Board Plus fee of \$25 for each inspection Escrow deposit refundable upon satisfactory completion
Town Clerk fees:	Refuse license:	
Town Clerk fees:	Pickup truck	\$50
Town Clerk fees:	1-ton or over	\$50
Town Clerk fees:	Packer	\$100
Town Clerk fees:	Container truck	\$100
Town Clerk fees:	Junkyard license2	\$250
Town Clerk fees:	Peddler permits:	
Town Clerk fees:	Per day	\$10
Town Clerk fees:	Per week	\$50
Town Clerk fees:	Per month	\$100

Code Chapter	Type of Permit/Fee	Amount
Town Clerk fees:	Transient merchant (6 months)	\$500
Town Clerk fees:	Transient merchant-peddler	
Town Clerk fees:	The amount prescribed by the peddler and the merchant	
Ch. 139, Vehicles and Traffic, Art. I, Seasonal Parking	Retrieval of the towed vehicle fee	Removal charges not to exceed \$25, together with storage charges not to exceed \$2 per day or fraction thereof
Ch. 144, Water	Rates: Loomis Water District	
Ch. 144, Water	Inside district rate	\$5.85 per 1,000 gallons
Ch. 144, Water	Minimum rate	\$23.40 per month (\$70.20 per cycle)
Ch. 144, Water	Outside district rate	\$9.30 per 1,000 gallons
Ch. 144, Water	Minimum rate	\$37.20 per month (\$111.60 per cycle)
Ch. 144, Water	Ferndale Water District	
Ch. 144, Water	Inside district rate	\$6.30 per 1,000 gallons
Ch. 144, Water	Minimum rate	\$25.20 per month (\$75.60 per cycle)
Ch. 144, Water	Outside district rate	\$9.35 per 1,000 gallons
Ch. 144, Water	Minimum rate	\$37.40 per month (\$112.20 per cycle)
Ch. 144, Water	Stevensville Water District	
Ch. 144, Water	Inside district rate	\$5 per 1,000 gallons
Ch. 144, Water	Minimum rate	\$20 per month (\$60 per cycle)
Ch. 144, Water	Outside district rate	\$6.85 per 1,000 gallons
Ch. 144, Water	Minimum rate	\$27.40 per month (\$82.20 per cycle)
Ch. 144, Water	Route 55 Water District	
Ch. 144, Water	One rate applies	\$9.30 per 1,000 gallons \$37.20 per month (\$111.60 per cycle)
Ch. 144, Water	White Sulphur Springs Water District	
Ch. 144, Water	Inside district rate	\$5.35 per 1,000 gallons
Ch. 144, Water	Minimum rate	\$21.40 per month (\$64.20 per cycle)
Ch. 144, Water	Outside district rate	\$8.80 per 1,000 gallons
Ch. 144, Water	Minimum rate	\$35.20 per month (\$105.60 per cycle)
Ch. 144, Water	Indian Lake Water District	
Ch. 144, Water	Outside district rate	\$7.35 per 1,000 gallons
Ch. 144, Water	Minimum rate	\$29.40 per month (\$88.20 per cycle)
Ch. 144, Water	Youngs Hill Sewer District	
Ch. 144, Water	One rate applies (rate set by Village of Liberty)	\$18.00 per 1,000 gallons
Ch. 144, Water	Cold Spring Water District	
Ch. 144, Water	One rate applies	\$13.10 per 1,000 gallons
Ch. 144, Water	Minimum rate (rate set by Village of Liberty)	\$52.40 per month (\$157.20 per cycle)
Ch. 144, Water	Sale of water from Stevensville Water District to other districts	

Code Chapter	Type of Permit/Fee	Amount
Ch. 144, Water	One rate applies	\$2.75 per 1,000 gallons
Ch. 144, Water	Rates for service charges to consumers inside and outside water districts and water improvement areas are to be as follows:	
Ch. 144, Water	Meter installation	\$30
Ch. 144, Water	Meter removal	\$30
Ch. 144, Water	Tap on main, connecting service pipes and installing curb cock and box, plus actual cost of labor and services:	
Ch. 144, Water	Tap with 5/8 inch meter	\$90
Ch. 144, Water	Tap with 3/4 inch meter	Minimum \$275 plus labor, equipment, and any added non-standard material
Ch. 144, Water	Tap with 1 inch meter	Minimum \$375 plus labor, equipment, and any added non-standard material
Ch. 144, Water	Tap with 1 1/2 inch meter	Minimum \$750 plus labor, equipment, and any added non-standard material
Ch. 144, Water	Tap with 2 inch meter	Minimum \$1,100 plus labor, equipment, and any added nonstandard material
Ch. 144, Water	Any tap over 2 inches	As determined by the Water and Wastewater Treatment Plant Operator
Ch. 144, Water	Sewer permits	
Ch. 144, Water	Sewer Hook-ups	As determined by the Wastewater Treatment Plant Operator
Ch. 144, Water	Permits	\$15, plus labor and materials
Ch. 144, Water	Summer surcharge	\$4.25 per 1,000 gallons usage over 100,000 gallons
Ch. 144, Water	Call-out for Water and Sewer Department (after hours for problems that are not the Town's fault)	Billable hours (minimum 4 hours) times the number of personnel plus materials and equipment
Ch. 144, Water	Delinquent water and sewer bills	
Ch. 144, Water	After 30 days	10% penalty
Ch. 144, Water	After 60 days	Additional 10% penalty
Ch. 144, Water	Turning the water meter off or on	\$30
Ch. 144, Water	Meter profile for non-single-family residences	\$150