



NAPA Commercial Systems Group  
Genuine Parts Company  
2999 Wildwood Parkway, Atlanta, GA 30339

**Sales Order prepared for Town of Plattsburgh Highway**  
05-04-2021

Joe Loan  
Eastern Region Sales Rep  
joseph\_loan@genpt.com | +1 7818160060

## Sales Order for NAPA TRACS

Order #43814  
Bruce Barber  
Town of Plattsburgh Highway  
151 Banker Rd  
Plattsburgh, New York  
12901

05-04-2021  
Email: [bruceb@townofplattsburgh.org](mailto:bruceb@townofplattsburgh.org)  
Phone: (518) 562-6800

AC Center #: 01-450-00000  
NAPA Store: Auto Parts of Plattsburgh Inc  
Store Phone: 5185664053

Thank you for your purchase of NAPA TRACS. Attached are the details pertaining to this transaction.

Please review the order form and note the following information and sign where indicated:

- Set Up & Training Policy
- Hardware Requirements
- NAPA TRACS and Mitchell1 Software License Agreement



Products Purchased				
Quantity	Prod Code	Description	List Price	Total Price
1	MD	Manager's Discount	(\$500.00)	(\$500.00)
1	SUF Rental	Rental Setup Fee	\$500.00	\$500.00
1	ENTSU M1GPDR	TRACS Enterprise Single User with M1 Pro Demand - Government (Annual)	\$1,944.00	\$1,944.00
<b>Total Purchase</b>				\$1,944.00
<b>Total Monthly Rental</b>				\$0.00
<b>Sales tax is not included</b>			<i>To be paid by purchaser</i>	
<b>TOTAL NOW DUE</b>				<b>\$1,944.00</b>

**Terms: TRACS Sales Representatives cannot cancel this contract for you. Unless you are on a buy 12 get 14 promotion. All rentals have a non-cancelable term of 12 months. Customers on a 12 for 14 promotion are on a 14-month contract term. This authority is to remain in effect until NAPA TRACS receives a 30-day written notification in house.**

**INITIALS:** \_\_\_\_\_

**NOTES:**

You will receive a separate email with a secure payment link to provide either credit card or ACH payment information.

A High-Speed internet connection is **required** to access the full functionality of NAPA TRACS, Epicor, Mitchell1 PRODemand & NAPA PROLink.

**Orders will not be processed without an email address.**

**Training:**

TRACS systems come with two days of onsite training. Additional days of training may be purchased at a cost \$250 per half-day (four hours minimum) plus travel time billed by the hour and expenses. Please refer to CSG Set Up & Training Policy on page 5.

**INITIALS:** \_\_\_\_\_



## Commercial Systems Group Set Up & Training Policy

This checklist is used to ensure that your software has been set-up and that you have been trained on these specific aspects of the NAPA TRACS program. The TRACS Trainer will check off each of the items as they are covered. The checklist will then be returned to NAPA TRACS for the customer's file. A copy of the completed checklist should be left with you after training. Our goal is to provide a quality control tool to guarantee that all customers receive consistent training.

**I agree to invest the time necessary for all users to become familiar with TRACS.**

**Signed** \_\_\_\_\_ **Date** \_\_\_\_\_

**You should commit to using this program on every occasion so that the patterns of repetition help you to become more and more comfortable with the program.**

### INSTALLING TRACS

- \_\_\_ Install Software
- \_\_\_ Explain Main Menu & Icons on tool bar
- \_\_\_ Show Daily Backup Procedure
- \_\_\_ Explain Automatic software updates at login

### INSTALL

- \_\_\_ Register servicing NAPA store & related Aconnex Vendors
- \_\_\_ Set up Employees & Security Settings
- \_\_\_ Set up Categories from set up screen
- \_\_\_ Setting up Service Codes from Items Screen
- \_\_\_ Printer set up on all computers

### WORK ORDER TRAINING

- \_\_\_ How to add customers & vehicles including pricing profiles
- \_\_\_ Ensure all A/R customers are in the system
- \_\_\_ Working from the Schedule Screen
- \_\_\_ Adding notes to a Repair Order
- \_\_\_ Add technicians to a Work Order
- \_\_\_ How to use the Mitchell Labor Guide for Flat Rates
- \_\_\_ Adding items to the Work Order
- \_\_\_ Show how to change Work Order Status
- \_\_\_ How to use Epicor Features & Functions
- \_\_\_ Complete Work Order
- \_\_\_ How to Preview a Work Order
- \_\_\_ How to print a Job Ticket
- \_\_\_ How to create a Purchase Order & How to Transmit to Vendors
- \_\_\_ Receiving a Purchase Order

### INVENTORY

- \_\_\_ How to add inventory using the import feature
- \_\_\_ Using Change All feature
- \_\_\_ How to find parts using Special Characters
- \_\_\_ Using the Adjustment for adding initial inventory quantities
- \_\_\_ Updating inventory pricing using NAPA Access
- \_\_\_ How to create a stock order, post to inventory

### REPORTS

- \_\_\_ Do a Vehicle History report
- \_\_\_ Do a Technician Productivity Report
- \_\_\_ Do a Service Writer Productivity Report
- \_\_\_ Do Date Driven Reports

### ACCOUNTS RECEIVABLE

- \_\_\_ Do an Accounts Receivable Report
- \_\_\_ How to post a Customer Payment
- \_\_\_ How to select Payment Method
- \_\_\_ How to Print Statements
- \_\_\_ How to do Journal Entry
- \_\_\_ How to Un-Invoice a Work Order
- \_\_\_ How to cost and add tech after invoicing

### ADVANCED FUNCTIONS

- \_\_\_ How to Merge customers and vehicles
- \_\_\_ How to do scheduled services
- \_\_\_ Generate Recommended Service Report
- \_\_\_ Exporting recommended service file
- \_\_\_ Setting up Custom Pricing Profiles & Matrices
- \_\_\_ Explain TRACS Back Office for QuickBooks



## Hardware Specifications

Component Minimum Specification	Enterprise Server 1-15 Workstations	Enterprise Clients	Enterprise Server No Clients	Multi Shop Servers
<b>Processor Minimum</b>	Intel I-5 2 Core 64-bit processor	Intel I-5 2 Core 64-bit processor	Intel I-5 2 Core 64-bit processor	Intel Quad Core
<b>Processor Recommended</b>	Intel I-7 4 Core 64-bit processor <b>32-Bit Processors not recommended</b>	Intel I-7 4 Core 64-bit processor <b>32-Bit Processors not recommended</b>	Intel I-7 4 Core 64-bit processor <b>32-Bit Processors not recommended</b>	
<b>RAM Minimum</b>	8 GB	4 GB	4 GB	16 GB
<b>RAM Recommended</b>	12 GB*	8 GB*	8 GB*	
<b>Install Drive Space</b>	1GB	1GB	1GB	1GB
<b>Free Drive Space</b>	10GB	2GB	10GB	10GB
<b>Graphics Minimum</b>	Integrated GPU supporting DirectX 9.0 or greater 1024x768 resolution	Integrated GPU supporting DirectX 9.0 or greater 1024x768 resolution	Integrated GPU supporting DirectX 9.0 or greater 1024x768 resolution	Integrated GPU supporting DirectX 9.0 or greater 1024x768 resolution
<b>Graphics Recommended</b>	Dedicated GPU supporting DirectX 9.0 or greater	Dedicated GPU supporting DirectX 9.0 or greater	Dedicated GPU supporting DirectX 9.0 or greater	Dedicated GPU supporting DirectX 9.0 or greater
<b>Back-up Media Recommended</b>	16 GB Jump Drive	16 GB Jump Drive	16 GB Jump Drive	Offsite/Scheduled
<b>UPS</b>	Recommended	Optional	Recommended	Required
<b>Operating Systems Recommended</b>	Windows 10 See Below	Windows 10 See Below	Windows 10 See Below	Windows 10 See Below
<b>Network Protocol</b>	TCP/IP	TCP/IP	TCP/IP	TCP/IP
<b>Internet Connectivity</b>	Broadband	Broadband	Broadband	Business Class with guaranteed Up/Down
<b>Router 10/100/1000 Recommended</b>	Gigabit Router	Gigabit Router	Gigabit Router	Gigabit Router MUST Support a VPN
<b>Network Card</b>	10/100/1000 Mb/sec	10/100/1000 Mb/sec	10/100/1000 Mb/sec	10/100/1000 Mb/sec
<b>Anti-Virus Software</b>	REQUIRED	REQUIRED	REQUIRED	REQUIRED
*Additional 2GB of Memory required for each major application that is used simultaneously with TRACS Enterprise (i.e. QuickBooks)				
NOTE: 3 <sup>rd</sup> Party Vendors may require higher hardware specifications to run				
Enterprise Servers with greater than 15 workstations need to meet higher specifications to be determined.				

## Operating Systems Supported

- TRACS Workstation and the TRACS Data Service currently use the Microsoft .NET Framework version 4.5.2
- The .Net 4.5.2 framework supports Windows Vista and up. This includes;
  - Windows Vista (mainstream Microsoft support ended 4/10/12)
  - Windows 2008 Server (mainstream Microsoft support ended 1/13/15)
  - Windows 7 (mainstream Microsoft support ended 1/13/15)
  - Windows 2008 Server R2 (mainstream Microsoft support ended 1/13/15)
  - Windows 8.0 (mainstream Microsoft support ended 1/12/16)
  - Windows 2012 Sever (mainstream Microsoft support ended 10/9/18)
  - Windows 8.1 (mainstream Microsoft support ended 1/9/18)
  - Windows 2012 Server R2. (mainstream Microsoft support ended 10/9/18)
  - Windows 10
  - Windows Server 2016
- **Note: While TRACS Enterprise will run on all the above Microsoft Windows versions, versions in Red are past their end of life and are not recommended**

Customer understands the Hardware and Software Requirements.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

Bruce Barber, \_\_\_\_\_  
NAME AND TITLE (PRINT OR TYPE)



# NAPA TRACS and Mitchell1 Repair Information Company Software License Agreement

In consideration of the purchase/rental of a NAPA TRACS® system or the payment of a NAPA TRACS® system software user fee, whichever may be applicable, this Agreement is established between the undersigned ("Licensee") and Genuine Parts Company ("GPC") to cover the grant of license, use, system maintenance, and support of a NAPA TRACS® system.

1. **Grant of License**

GPC grants an individual, limited, non-exclusive, non-transferable, non-assignable and revocable license to Licensee to use and make use of NAPA TRACS® system software and Mitchell Repair software (if applicable) in Licensee's business location. In consideration of the grant of a License by GPC, Licensee agrees to take appropriate action by instruction, agreement, or otherwise with its employees or other persons permitted to access NAPA TRACS® system software to insure that the confidentiality of the NAPA TRACS® system software and Mitchell Repair software shall be secured and protected. The NAPA TRACS® system hardware may include software owned by third parties, which comes with the hardware. The license rights to such software are governed by the terms set by the respective owners of such software.
2. **Definitions**
  - A. "NAPA TRACS® system" shall mean any NAPA TRACS® system software and any computer hardware, including TRACS LINK, TRACS NET, TRACS QuickWriter, or TRACS Power Workstation or any other functionality added by GPC in its sole discretion, supplied to Licensee pursuant to this Agreement.
  - B. "NAPA TRACS system software" shall mean all NAPA TRACS® application programs, and related materials which include source discs, tapes, and listings in machine readable or printed form, and any updates furnished by NAPA TRACS® to Licensee, but does not include the Mitchell Repair software or any other software not owned by GPC.
  - C. "Mitchell Repair software" shall mean the proprietary information provided by Mitchell Repair Information Company ("Mitchell") for use in the NAPA TRACS® system in the development of the electronic repair programs that produce mechanical cost estimates, and mechanical service and repair procedures, together with all improvements, enhancements, modifications, changes thereto or derivative works thereof.
  - D. "Use" means copying any portion of the NAPA TRACS® system software and the Mitchell Repair software from any storage unit or media onto equipment or using any NAPA TRACS® system software and Mitchell Repair software in support of the use of any equipment or program.
3. **Terms and Termination**

The License granted to the Licensee shall begin as follows:

  - A. NAPA TRACS® hardware purchasers - Upon signing this Agreement and placing the order for a NAPA TRACS® system.
  - B. Optional Mitchell licensee - Upon signing this Agreement, placing the order for Mitchell Repair software and paying the user fee.
  - C. Others - Upon signing this Agreement and payment of a user fee (and/or other appropriate software cost) to GPC. Thereafter, the license shall continue so long as the Licensee observes the NAPA TRACS® system software and Mitchell Repair software use restrictions set forth below.
  - D. This Agreement is effective for an initial term of 12 months (during which time it is non-cancelable by Licensee). The Agreement shall automatically renew for one-year terms unless terminated by either party by providing 30 days prior written notice. Payments will not change during the initial term of this Agreement. NAPA will collect monthly payments via different methods, which may include monthly direct debit bank drafts or automated credit card charges. NAPA reserves the right to periodically modify pricing after the initial 12-month term. This Agreement is subject to cancellation immediately by GPC, in the event that Licensee violates the obligations set forth herein and such violations are not corrected within fifteen (15) days following written notice.
    - a. If any monthly payment by Licensee is late, Licensee will be deemed to be in default.
    - b. If Licensee is in default, NAPA may deny access to the data or certain functionality under this Agreement. In the event of Licensee default, Licensee is responsible for all collection costs, including attorney fees.
    - c. In order for Licensee to regain access to the software or certain functionality once in default, Licensee will be required to pay both the current monthly fees and the following monthly fee in advance.
    - d. Upon expiration of the initial term, Licensee must continue the monthly payments in order to continue to receive access to the data or to receive technical or content support. The expiration date of the initial 12-month term does not change regardless of any interrupted service during the initial 12-month term caused by Licensee's failure to make monthly payments.
    - e. This Agreement may be assigned by Licensee to a purchaser of its business upon written consent of GPC, which consent will not be unreasonably withheld by GPC, plus payment of a reasonable transfer fee.
4. **Restrictions- NAPA TRACS® system software, excluding Mitchell Repair software**
  - A. NAPA TRACS® system software and updates, and any copies or modifications whether authorized or unauthorized, shall be and remain the property of GPC.
  - B. NAPA TRACS® system software is confidential in nature and may not be provided or made available, in any form, to any person without the prior written consent of GPC, and may not be used except as expressly authorized herein.
  - C. Except for one (1) copy necessary for backup, NAPA TRACS® system software may not be reproduced, copied, or modified without the express consent of GPC.
  - D. NAPA TRACS® system software may not be used in any location other than the Licensee's business location, without prior written consent.
  - E. If the Licensee shall sell, transfer, or abandon this license to any third party without GPC's prior written consent, this license shall automatically terminate and the Licensee and its assigns shall immediately discontinue the use of the NAPA TRACS® system software.
  - F. The entry into a NAPA TRACS® system software License by a subsequent Licensee, who by purchase or transfer takes possession from a Licensee, will not subject the subsequent Licensee to additional user fees by GPC. The subsequent Licensee may elect to purchase NAPA TRACS® application training at the then current rate.
5. **Restrictions - Mitchell Repair software**
  - A. Mitchell Repair software and updates and any copies or modifications, whether authorized or unauthorized, shall be and remain the property of Mitchell.
  - B. Mitchell Repair software is confidential in nature and may not be provided or made available, in any form, to any persons without prior written consent of Mitchell, and may not be used except as expressly authorized herein.
  - C. Except for (1) copy necessary for backup, Mitchell software may not be reproduced, copied, or modified without the express consent of Mitchell.
  - D. Mitchell Repair software may not be used in any location other than the Licensee's business location, without prior written consent.
  - E. If Licensee (i) shall sell, transfer, or abandon the license for the Mitchell Software to any third party without prior written consent; or (ii) use the Mitchell Repair software or any information or data contained in or derived from the Mitchell Repair software for purposes or in a manner other than specifically authorized herein, then this license shall automatically terminate and Licensee or its assigns shall immediately discontinue the use of the Mitchell Repair software.
6. **Restrictions - Software**
  - A. Licensee does not have the right to sublicense the NAPA TRACS® system without the prior written consent of GPC. Licensee acknowledges that all copies of the NAPA TRACS® system, as well as all proprietary rights in and to the NAPA TRACS® system, including all copyright, patent and trade secret rights, are and shall remain the sole property of GPC, and Licensee shall have no rights whatsoever to such proprietary information other than as set forth herein.
  - B. Licensee shall use the NAPA TRACS® system solely for Licensee's own purposes in a manner consistent with this Agreement. Licensee shall not, without GPC's prior written consent, provide, disclose or otherwise make the NAPA TRACS® system available in any form (or any portion or derivative thereof, including but not limited to printouts and downloaded information) to any person other than Licensee's employees, who shall use the NAPA TRACS® system solely for Licensee's purposes in a manner consistent with this Agreement. Licensee shall be fully responsible to GPC for the actions of its employees or agents which violate this Agreement.
7. **Indemnification**



Licensee agrees that during the term of this License it will defend, indemnify and hold GPC harmless from and against any and all claims of any person(s) arising out of or related to Licensee's use or misuse of the NAPA TRACS® system, Licensee's use or misuse of data or information related to the NAPA TRACS or Mitchell systems, and any breach by Licensee of this Agreement. Further, Licensee agrees to hold GPC harmless from and against any claims arising out of or related to the products of GPC's third party service providers.

- 8. **Limitation of Remedies**  
GPC's entire liability and your exclusive remedy shall be, at GPC's option, either the return of the purchase price or the replacement of the NAPA TRACS® system software. In no event shall GPC or Mitchell be liable for any indirect, consequential, incidental or special damages whatsoever (including, without limitation, damages for loss of business profits, business interruptions, loss of business information, or other pecuniary loss) arising out of the use of or inability to use the NAPA TRACS® system or the Mitchell Repair software, even if GPC or Mitchell has been advised of the possibility of such damages. Some states do not allow the exclusion or limitation of liability or consequential or incidental damages, so the above limitation may not apply.
- 9. The software is provided to Licensee "AS IS" solely for use in conjunction with Licensee's business. GPC DISCLAIMS ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.
- 10. Upon Use of the software and related equipment by Licensee, the software and related systems will collect basic information about Licensee's accounts in order to improve both GPC's and Licensee's business. The information collected shall include, but not be limited to, software and related equipment information, Licensee's business name, business address, telephone number, email address, Licensee's customer information, customer sales information, customer vehicle information, transactional data. The specific information collected may be changed from time to time. GPC and its third party providers disclaim all liability for personally identifiable or sensitive information that Licensee chooses to use or to input into the Software and/or the related systems. Licensee is solely responsible for any notification requirements that may be applicable when collecting customer information.
- 11. If the Licensee is an AAA Club Owned Facility or an AAA Approved Repair facility, the software and related systems will collect basic information about Licensee's accounts in order to improve both GPC's and Licensee's business. The information collected shall include, but not be limited to, software and related equipment information, Licensee's business name, business address, telephone number, email address, Licensee's customer names, customer sales information, transactional data. The specific information collected may be changed from time to time. GPC and its third party providers disclaim all liability for personally identifiable or sensitive information that Licensee chooses to use or to input into the Software and/or the related systems. Licensee is solely responsible for any notification requirements that may be applicable when collecting customer information.
- 12. This Agreement shall be interpreted in accordance with the laws of the State of Georgia, without regard to conflict of law principles.

### AUTHORIZATION

By the execution of the Agreement, Licensee warrants that this Agreement accurately sets forth all terms and conditions and is acceptable as a legally binding contract. If Licensee shall default, GPC may file for specific performance or to recover the products purchased and Licensee shall be liable for GPC's costs and reasonable attorney's fees associated therewith and the deposit shall be non-refundable at the discretion of the GPC. Signing below constitutes approval of this Software License Agreement.

**LICENSEE SIGNATURE**

SIGNATURE	DATE	NAME AND TITLE (PRINT OR TYPE)
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ACCEPTED IN ATLANTA, GA FOR GENUINE PARTS COMPANY, NAPA TRACS DEPARTMENT

SIGNATURE	DATE	NAME AND TITLE (PRINT OR TYPE)
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## TOWN OF PLATTSBURGH TOWN CLERKS OFFICE

151 BANKER ROAD  
PLATTSBURGH, NEW YORK 12901-7307

(518) 562-6830

FAX # (518) 563-8396 or 562-6801

TDD (800) 662-1220

[Townofplattsburgh.org](http://Townofplattsburgh.org)

The Town is an equal opportunity provider and employer.

*Michael S. Cashman*  
Supervisor

*Meg E. Bobbin*  
Deputy Supervisor/Councilor

*James J. Coffey*  
Town Attorney

*Thomas E. Wood*  
Councilor

*Charles A. Kostyk*  
Councilor

*Barbara E. Hebert*  
Councilor

*Kathryn B. Kalluche*  
Town Clerk

*Matthew G. Favro*  
Deputy Town Attorney

5/11/2021

To Supervisor Cashman and the Town Board,

As your newly appointed Town Clerk for the Town of Plattsburgh, I would like to request a 2<sup>nd</sup> Deputy Town Clerk.

The name of the woman that I am recommending for the position is Darlene Mooney. She will be a wonderful addition to the team here in the Clerk's office.

Thank you!

Katie Kalluche  
Town Clerk  
Town of Plattsburgh  
518-562-6830  
[katiek@townofplattsburgh.org](mailto:katiek@townofplattsburgh.org)

**Have your Insurance Company or Agent submit a certificate of liability insurance with the following requirements:**

- A. The Insurance Company must be admitted to do business in N.Y.S.
- B. The Insured Name on the certificate must be identical to the Legal Entity name listed on the exhibit contract.
- C. Policy Number
- D. Policy period must cover the dates of the contract period.
- E. The user will name the Town as unrestricted additional insured on the user's policy, which will include:
  - Minimum insurance limits, including \$1,000,000 each occurrence/ \$2,000,000 general aggregate in US Dollars.
  - a notice of cancellation
  - state that the organization's coverage shall be primary coverage for the Town, its Board, employees and volunteers; and
  - Additional insured status shall be provided to the Town with ISO endorsement CG 2026 or its equivalent.
- F. The user agrees to indemnify the Town for any applicable deductibles.
- G. User acknowledges that failure to obtain such insurance on behalf of the Town constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Town. The user is to provide the Town with a certificate of insurance, evidencing the above requirements have been met. The failure of the Town to object to the contents of the certificate or the absence of it shall not be deemed a waiver of any and all rights held by the Town.



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.  
**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTRACT	PHONE	FAX
		PHONE	NO. / EXT.
		EMAIL	ADDRESS
		INSURER(S) AFFORDING COVERAGE	
INSURED	INSURER A:	INSURER B:	INSURER C:
	INSURER D:	INSURER E:	INSURER F:

**COVERAGES**

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTHING STANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LINE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE	POLICY EXPI. DATE	LIMITS
	GENERAL LIABILITY				EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 2,000,000
	COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 2,000,000
	CLAIMS-MADE				
	GEN'L AGGREGATE LIMIT APPLIES PER:				
	POLICY	PER	LOC		
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (per person) \$ 1,000,000 BODILY INJURY (per accident) \$ 1,000,000 PROPERTY DAMAGE (per accident) \$ 1,000,000
	ANY AUTO				
	ALL OWNED AUTOS				
	NON-OWNED AUTOS				
	HIRE AUTOS				
	UMBRELLA LIAB				
	EXCESS LIAB				
	DED. RETENTION \$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED?	Y/N			
	DESCRIPTION OF OPERATIONS below				

DESCRIPTION OF OPERATIONS (LOCATIONS, VEHICLES (attach ACORD 10), Additional Remarks Schedule, if space is required)  
 The Town of Plattsburgh, its officers, officials, employees, and volunteers are Additional Insured as required by written agreement.

CERTIFICATE HOLDER	Town of Plattsburgh 151 Banker Road Plattsburgh, NY 12901
CANCELLATION	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

## Town of Plattsburgh Parks & Recreation Park Use Policy

- All organized groups/parties must submit a park use request online or by phone, if needed at [www.townofplattsburghrecreation.com](http://www.townofplattsburghrecreation.com)
- Under no circumstances will organized groups be allowed to use Town parks without a signed contract. All requests are subject to final review by the Parks & Recreation Department.
- To qualify as a "Resident" and receive the corresponding rate, the renter must reside in the Town of Plattsburgh.

### Buildings

Park buildings are available to rent for family & friends' type functions such as showers, birthday parties, family dinners, etc. See *rate schedule below*.

- Functions that promote and/or sell products, services, etc., charge fees to enter, or exchange money in any way are prohibited.
- Meetings - Buildings may be reserved by nonprofit groups for meetings during the week (Monday-Thursday) as available at no charge. If a nonprofit group request to use a building on the weekend (Friday-Sunday), regular rental rates may be applied. Groups using the buildings for regular meetings must sign a contract, provided by the Parks & Recreation Department, annually.

Park Buildings		
May Currier	Capacity-50 Has kitchen	10 tables & 50 chairs
	Capacity-25 Treadwell Mills & East Morrisville & Has kitchen	4 tables & 25 chairs
All other park buildings	Capacity-25	4 tables & 25 chairs
	Non-resident fee	
Resident fee		\$100.00
Resident fee		\$80.00
Resident fee		\$70.00
Resident fee		\$90.00
Resident fee		\$80.00

Rentals are for one day which is from 8:00am – 10:00pm on the day rented. Reservations may be made on the Parks & Recreation website or over the phone. The reservation will be held for one week to give the renter time to pay online or pay at the Town Clerk's Office. The renter will pay the rental fee and sign the rental agreement at time of payment. If payment is not received within one week, the reservation will be cancelled.

### Sport Fields

Fields are available to rent for organized team practices.

- Must provide Certificate of Liability Insurance with park use request. See attached requirements.
- Fee may be waived if an organization volunteers to assist with park projects or cleanups.
- Must submit team roster with each participant's home address, if applying for lesser fee.
- Sports field fees are per season.

Sport Fields		
Field Fee	\$50	\$100
Soccer Lining Fee	\$100	\$100
Baseball/Softball Lining Fee	\$25	\$25
50% or more residents fee		
Less than 50% residents fee		

### Tournaments/Events

- Must provide Certificate of Liability Insurance with park use request. See attached requirements.
- Fee may be waived if an organization volunteers to assist with park projects or cleanups.
- Tournament/Event fees are per day.
- A fundraiser will be defined as an event where fees are being charged to participants, and the revenue will be donated to an organization that is qualified as a 501C3 or a person/family in need.
- A non-fundraiser will be defined as an event where fees are being charged to participants, but revenue is not being donated.

Fundraiser	
Fundraiser	\$25
Non-Fundraiser	\$50
Tournaments/Events	
All Parks	\$25
Tournaments/Events	\$50



Return Application to:  
 Attention Melanie Defayette  
 Town of Plattsburgh Parks & Recreation  
 151 Banker Road  
 Plattsburgh, NY 12901  
 Phone: 518-562-6860  
 Fax: 518-562-6859

# Application for use of Town of Plattsburgh Parks

Today's Date: \_\_\_\_\_ Date(s) Requested: \_\_\_\_\_ Time Requested: \_\_\_\_\_  
 Park Requested: \_\_\_\_\_

Name of Organization or Individual: \_\_\_\_\_

Organization's person in charge at facility: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Email: \_\_\_\_\_

Purpose of Use: \_\_\_\_\_

Estimated Number of Participants: \_\_\_\_\_ Adults \_\_\_\_\_ Children

Are materials or equipment required from the Municipality: Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please state what types and for what purpose: \_\_\_\_\_

If requesting a field, do you need it lined? Yes \_\_\_\_\_ No \_\_\_\_\_

Is an admission fee being charged? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, what will the proceeds be used for? \_\_\_\_\_

## Agreement

The undersigned is over 21 years of age and has read this form and attached regulations and agrees to comply with them. He/she agrees to be responsible to the municipality for the use and care of the facilities. He/she, on behalf of \_\_\_\_\_ does hereby covenant and agree to defend, indemnify and hold harmless the Town of Plattsburgh from and against any and all liability, loss, damages, claims, or actions (including costs and attorneys fees) for bodily injury and/or property damage, to the extent permissible by law, arising out of or in connection with the actual or proposed use of the Town of Plattsburgh's property or facilities.

Signature of Organization's Representative \_\_\_\_\_  
 Approved by: \_\_\_\_\_  
 Date: \_\_\_\_\_

Printed Name \_\_\_\_\_

## Facility Use Requirements

The use of all Parks & Recreation facilities shall be subject to the approval and rules of the Parks & Recreation Department administered by the Director.

1. In the event of inclement weather, the Director or designee has the final authority on whether facilities are usable.
2. Alcohol and/or tobacco/cigarette products shall not be brought onto municipal facilities at any time.
3. All posted rules in the park and building must be adhered to.
4. Profanity, objectionable language, disorderly acts or illegal activities of any kind are absolutely prohibited, and those violating this prohibition will be ejected from the premises.
5. Organizations are required to clean up after use. They must also lock all doors and windows, as well as turn off all lights, before leaving the premises.
6. Any damage to municipal facilities shall be promptly repaired at the user's expense, with NO exceptions.
7. Permits may be revoked at any time.
8. Any organization with youth under 18 years old requires the presence of adequate adult supervision at all times.
9. The fee for use will be determined per the Park Usage Policy and payable before use begins.
10. A public telephone is located in the Park Recreation Building. The emergency telephone number for police is: 911. The appropriate authority must be contacted in the event of an emergency.
11. Users must provide an insurance certificate prior to use. This information can be found on page 2.



**Town of Plattsburgh  
Department of Parks & Recreation**

151 Banker Road  
Plattsburgh, NY 12901-7307  
(518) 562-6860  
Fax # (518) 562-6859

**Melanie Defayette**  
Recreation & Youth Service Director  
Email: [meld@townofplattsburgh.org](mailto:meld@townofplattsburgh.org)  
**Erin Pangborn**  
Program Coordinator  
Email: [erinp@townofplattsburgh.org](mailto:erinp@townofplattsburgh.org)

Michael S. Cashman  
Supervisor  
Meg E. Boblin  
Deputy Supervisor  
Councillor

May 7, 2021

Dear Town Supervisor and Board Members,

I am requesting approval to hire Catherine Provost to fill the Recreation Assistant position in the Parks & Recreation Department for this summer. The position is full time, over six weeks at a rate of \$15 per hour. The hours will be worked between June 28<sup>th</sup> – August 6<sup>th</sup>. This position and its stipend has been included in the Parks & Recreation budget this year.

As our Department has greatly expanded our reach for serving residents and non-residents in many different recreation programs, we struggle with having enough staff to cover the office and programs during the summer months. This position will give us the support needed to keep things running smoothly and efficiently. Ms. Provost, as a student at Ithaca College in the Sport Management Program, will be very capable of filling this position.

Per your approval, the application will be forwarded to the Clinton County Personnel office for final approval. If you have any questions or concerns, please contact me at your earliest convenience.

Sincerely,

*M. Defayette*  
Melanie Defayette

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## Account Set Up Instructions

Thank you for partnering with Commercial Investigations LLC to enhance the quality of your new hires, tenants, volunteers, board members, and more, through our Background Investigations services.

Completely fill out the service agreement and return by fax (212-937-3858) or email (staff@commercialinvestigationllc.com). Please note that we require each page to be initialed in the upper right corner. Even if a page is not filled out except for your initials, please return it blank with just initials.

- On the section 'Employment Related Credit Reports' (page 2), if you will be running credit reports please indicate what type of business it will be used for. If you will not be running credit reports, please indicate n/a. Examples would be manufacturer or placement company or health care or n/a.
- On the section 'Tenant Related Credit Reports' (page 3), if you will be running credit reports for tenant purposes, please indicate the reason for running the report. If it is not for tenant related reasons, please mark n/a.
- On page 9, sign and date the Client Section.
- On page 10, please fill out the Vermont Addendum. This is for all clients regardless of location, and **not only those that would possibly run a credit report**. Some of the information is duplicative but please fill it out completely.
- Page 12 requires information regarding your business. Please fill out all sections.
- Pages 12 and 13 require you to designate end users to your account. Only those listed as end users can have access to information or call Commercial Investigations regarding a background investigation. This can be adjusted in the future as necessary.
- Pages 14-23 include information regarding consumer rights and responsibilities. Please initial that you have read and understand all pages.

After we receive your service agreement, you will be setup in our system (usually within three business days) and will be emailed a group of welcome emails that will provide you with further instructions on how to access your account online.

You're ready to go!

### Consent Forms

In order for Commercial Investigations to complete a background investigation, each subject must complete a consent form. When providing us with a completed consent form, in an effort to provide safe and secure services to our clients, CI cannot accept non-protected consent forms. There are a number of alternative options to send files to us including:

- Via encrypted messages (such as Cisco Registered Envelope Service), or
- Fax at (212) 937-3858, or
- Password protected PDF documents.

## BACKGROUND INVESTIGATIONS SERVICE AGREEMENT

COMMERCIAL INVESTIGATIONS LLC, a limited liability company hereafter referred to as "CI" and "Reseller", and \_\_\_\_\_, hereafter referred to as "Client" and "End User" and "Qualified Subscriber", enter into this agreement under the terms and conditions set forth below. CI is licensed by the New York State Department of State, Division of Licensing Services.

CI shall act in accordance with the Fair Credit Reporting Act (FCRA) and its amendments and shall qualify prospective clients in fulfillment of compliance standards set forth by the FCRA. CI reserves the right to deny its services to companies that do not operate within the scope of the FCRA. It is the sole responsibility of Client to be educated about, and in compliance with the FCRA and any subsequent amendments, as well as all state laws governing the request, use, and content of an investigative consumer report.

Client agrees, in accordance with the FCRA, to disclose to the applicant in writing, using a document that consists solely of such disclosure, that a report may be procured, and to obtain the applicant's written authorization for such report. Such written authorization shall be kept on file by Client. Client also agrees that when adverse action is taken based upon information in a consumer report, client will advise the applicant of the action, provide them with the report including the summary of their rights under the FCRA, and provide information about CI and how to contact CI. Finally, client agrees to keep all reports confidential, use them only for the purpose intended, and not to disclose them to unrelated third parties. In addition, Client is solely responsible for the final verification of the applicant's identity. CI employees will assist Client in understanding reports, but they are not allowed to render any legal opinions.

Client understands that if Client requests a credit report as part of Client's background investigations, an on-site inspection may be required. CI will contact you for further information if necessary. If Client will obtain Credit Reports from CI Client shall complete the applicable sections here:

### For Employment Related Credit Reports

End User is a [Insert type of business or N/A for not applicable]

\_\_\_\_\_ and has a need for consumer credit information in connection with the evaluation of individuals for employment, promotion, reassignment or retention as an employee ("Consumer Report for Employment Purposes").

End User shall request Consumer Report for Employment Purposes pursuant to procedures prescribed by Reseller from time to time only when it is considering the individual inquired upon for employment, promotion, reassignment or retention as an employee, and for no other purpose. End User shall comply with any federal and state laws which may restrict or ban the use of Consumer Report for Employment Purposes.

End User certifies that it will not request a Consumer Report for Employment Purposes unless:

- a. A clear and conspicuous disclosure is first made in writing to the consumer by End User before the report is obtained, in a document that consists solely of the disclosure that a consumer report may be obtained for employment purposes;
- b. The consumer has authorized in writing the procurement of the report; and
- c. Information from the Consumer Report for Employment Purposes will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.

End User further certifies that before taking adverse action in whole or in part based on the Consumer Report for Employment Purposes, it will provide the consumer with:

- d. A copy of the Consumer Report for Employment Purposes; and
- e. A copy of the consumer's rights, in the format approved by the Federal Trade Commission.

End User shall use the Consumer Report for Employment Purposes only for a one-time use, and shall hold the report in strict confidence, and not disclose it to any third parties that are not involved in the employment decision.

End User will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.

With just cause, such as violation of the terms of End User's contract or a legal requirement, or a material change in existing legal requirements that adversely affects End User's Agreement, Reseller may, upon its election, discontinue serving the End User and cancel the agreement immediately.

#### For Tenant Related Credit Reports

End User is a [Insert type of business or N/A for not applicable]

\_\_\_\_\_ and has a permissible purpose for obtaining consumer reports in accordance with the Fair Credit Reporting Act (15 U.S.C. §1681 et seq.) including, without limitation, all amendments thereto (Fair Credit Reporting Act "FCRA"). The End User certifies its permissible purpose as:

\_\_\_\_\_ In connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to, or review or collection of an account of the consumer; or

\_\_\_\_\_ In connection with the underwriting of insurance involving the consumer or review of existing policy holders for insurance underwriting purposes, or in connection with an insurance claim where written permission of the consumer has been obtained; or

\_\_\_\_\_ In accordance with the written instructions of the consumer; or

\_\_\_\_\_ For a legitimate business need in connection with a business transaction that is initiated by the consumer, including, but not limited to, tenant screening; or

\_\_\_\_\_ As a potential investor, servicer or current insurer in connection with a valuation of, or assessment of, the credit or prepayment risks.

End User certifies that End User shall use the consumer reports: (a) solely for the Subscriber's certified use(s); and (b) solely for End User's exclusive one-time use. End User shall not request, obtain or use consumer reports for any other purpose including, but not limited to, for the purpose of selling, leasing, renting or otherwise providing information obtained under this

Agreement to any other party, whether alone, in conjunction with End User's own data, or otherwise in any service which is derived from the consumer reports.

The consumer reports shall be requested by, and disclosed by End User only to End User's designated and authorized employees having a need to know and only to the extent necessary to enable End User to use the Consumer Reports in accordance with this Agreement. End User shall ensure that such designated and authorized employees shall not attempt to obtain any Consumer Reports on themselves, associates, or any other person except in the exercise of their official duties.

End User will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.

THE FCRA PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER PRETENSES SHALL BE FINED UNDER TITLE 18 OF THE UNITED STATES CODE OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.

End User shall use each Consumer Report only for a one-time use and shall hold the report in strict confidence, and not disclose it to any third parties; provided, however, that End User may, but is not required to, disclose the report to the subject of the report only in connection with an adverse action based on the report. Moreover, unless otherwise explicitly authorized in an agreement between Reseller and its End User for scores obtained from TransUnion, or as explicitly otherwise authorized in advance and in writing by TransUnion through Reseller, End User shall not disclose to consumers or any third party, any or all such scores provided under such agreement, unless clearly required by law.

With just cause, such as violation of the terms of the End User's contract or a legal requirement, or a material change in existing legal requirements that adversely affects the End User's agreement, Reseller may, upon its election, discontinue serving the End User and cancel the agreement immediately.

End User will request Scores only for End User's exclusive use. End User may store Scores solely for End User's own use in furtherance of End User's original purpose for obtaining the Scores. End User shall not use the Scores for model development or model calibration and shall not reverse engineer the Score. All Scores provided hereunder will be held in strict confidence and may never be sold, licensed, copied, reused, disclosed, reproduced, revealed or made accessible, in whole or in part, to any Person, except (i) to those employees of End User with a need to know and in the course of their employment; (ii) to those third party processing agents and other contractors of End User who have executed an agreement that limits the use of the Scores by the third party only to the use permitted to End User and contains the prohibitions set forth herein regarding model development, model calibration, reverse engineering and confidentiality; (iii) when accompanied by the corresponding reason codes, to the consumer who is the subject of the Score; (iv) to government regulatory agencies; or (v) as required by law.

Client acknowledges and agrees drug testing services that may be produced and/or compiled for under this Agreement shall be for the Client's employment drug testing services only and shall not include any clinical laboratory testing services which are specifically excluded from this Agreement. Drug testing services shall be

provided under, but not limited to, the Department of Health and Human Services (HHS), Department of Transportation ("DOT"), Nuclear Regulatory Commission ("NRC") guidelines and any applicable federal, state and local laws. CI advises Client to set forth policies and procedures with regards to employment drug testing services.

CI agrees to follow proper protocol in regards to employment drug testing services, including but not limited to the Department of Health and Human Services (HHS), Department of Transportation ("DOT"), Nuclear Regulatory Commission ("NRC") guidelines and any applicable federal, state and local laws.

CI shall use its best efforts to perform its background investigations within a reasonable timeframe. CI will charge fees quoted on distributed rate schedules, as well as mandatory court and other third party fees, for background investigations undertaken pursuant to Client's request. Client understands and agrees that the searches performed and the information obtained may be undertaken by independent contractors of CI. While CI cannot guarantee the accuracy of its search results, it will use its best efforts to obtain all relevant information. Client must be an End-User to request and utilize consumer reports.

CI will forward detailed reports, which will outline the information obtained, and invoices outlining the work performed. Payment terms are Net (30) thirty days. Any invoices that are more than thirty (30) days overdue will be subject to a late fee of 1.5% interest per month until paid.

CI shall have the right to terminate its services to Client if services are not paid in a timely manner, if Client fails to cooperate with a reasonable request, or if CI determines that continuation of services would be unethical, impractical, improper, or otherwise undesirable. In the event this agreement is terminated for any reason, CI shall be entitled to all fees, expenses, and costs incurred.

Should a dispute arise out of our agreement for any reason, except non-payment issues, the parties agree that the matter will be submitted to arbitration through the American Arbitration Associations (AAA) under its Commercial Arbitration Rules, the parties shall split the initial arbitration costs and the prevailing party shall be entitled to reimbursement of all its costs, expenses and reasonable attorney's fees incurred. Judgment on an award rendered by an Arbitrator may be entered in any court having jurisdiction thereof.

Issues of non-payment shall not be subject to arbitration and jurisdiction on all such issues shall lie in Albany County, New York, or in any court, which shall have, proper jurisdiction over the parties and CI shall be entitled to reasonable attorney's fees and costs.

Client shall indemnify, hold harmless and defend CI from and against any and all losses incurred by, or claims against CI, including attorney's fees, costs or damages, arising from any claim, cause of action, injury or damage to persons or property in connection with the negligence, misconduct, or breach of contract of Client's directors, officers, employees, prospective employees or agents, or of CI's independent contractors, in connection with the services performed under this agreement unless the claims, causes of action, damages, costs, expenses, or liabilities shall directly result from the gross negligence or misconduct of CI or any of its directors, officers, or employees. In addition, Client shall hold CI harmless from any and all claims or damages arising out of the failure to obtain information with regard to a request, except for the gross negligence or misconduct of CI, its directors, officers, or employees.

During the Term and for one year after any termination of this agreement, client will not directly or indirectly [on client's own behalf or in the service or on behalf of others], in any capacity induce or attempt to induce any officer, director, or employee to leave CI.

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**Qualified Subscriber End User Terms and Conditions**

TALX Employment Information (as defined below) may be received by End User through CI subject to the following conditions (the "Terms and Conditions"):

1. Any information services and data originating from TALX (the "TALX Employment Information") will be requested only for Subscriber's exclusive use and held in strict confidence except to the extent that disclosure to others is required or permitted by law. Only designated representatives of Subscriber will request TALX Employment Information on Subscriber's employees, and employees will be forbidden to obtain TALX Employment Information on themselves, associates or any other persons except in the exercise of their official duties. Subscriber will not disclose TALX Employment Information to the subject of the TALX Employment Information except as permitted or required by law, but will refer the subject to TALX.
2. Subscriber will hold TALX and all its agents harmless on account of any expense or damage arising or resulting from the publishing or other disclosure of TALX Employment Information by Subscriber, its employees or agents contrary to the conditions of Section 1 above or applicable law.
3. Subscriber recognizes that TALX does not guarantee the accuracy or completeness of TALX Employment Information and Subscriber releases TALX and TALX's agents, employees, affiliated credit reporting agencies and independent contractors from any liability, including negligence, in connection with the provision of TALX Employment Information and from any loss or expense suffered by Subscriber resulting directly or indirectly from TALX Employment Information. Subscriber covenants not to sue or maintain any claim, cause of action, demand, cross-action, counterclaim, third-party action or other form of pleading against TALX, TALX's agents, employees, affiliated credit reporting agencies, or independent contractors arising out of or relating in any way to the accuracy, validity, or completeness of any TALX Employment Information.
4. Subscriber will be charged for the TALX Employment Information by CRA, which is responsible for paying TALX for the TALX Employment Information; provided, however, should the underlying relationship between Subscriber and CRA terminate at any time during the term of this Agreement, charges for the TALX Employment Information will be invoiced to Subscriber, and Subscriber will be solely responsible to pay TALX directly.
5. **Fair Credit Reporting Act Certification.** Subscriber certifies that it will order TALX Employment Information, which is a consumer report as defined by the federal Fair Credit Reporting Act, 15 U.S.C. 1681 et seq. ("FCRA"), only when Subscriber intends to use the TALX Employment Information: (a) in accordance with the FCRA and all state law counterparts; and for the following permissible purpose: for employment purposes; provided, however, that Subscriber certifies that, before ordering TALX Employment Information to be used in connection with employment purposes, it will clearly and conspicuously disclose to the Consumer, in a written document consisting solely of the disclosure, that Subscriber may obtain TALX Employment Information for employment purposes, and will also obtain the Consumer's written authorization to obtain or procure TALX Employment Information relating to that Consumer. Subscriber further certifies that it will not take adverse action against the Consumer based in whole or in part upon the TALX Employment Information without first providing to the Consumer to whom the TALX Employment Information relates a copy of the TALX Employment Information and a written description of the Consumer's rights as prescribed by the Federal Trade Commission ("FTC") under Section 609(c)(3) of the FCRA as referenced on Exhibit A-1 attached hereto, and also will not use any TALX Employment Information in violation of any applicable federal or state equal employment opportunity law or regulation. Subscriber will use TALX Employment Information ordered under this Agreement for the foregoing purpose and for no other purpose. Subscriber acknowledges that it has received from CRA a copy of the consumer rights summary as prescribed by the FTC as referenced on Exhibit A-1.

It is recognized and understood that the FCRA provides that anyone "who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses shall be fined under Title 18, United States Code, imprisoned for not more than two (2) years, or both." TALX may periodically conduct audits of Subscriber regarding its compliance with the FCRA and other certifications in this Agreement. Audits will be conducted by mail whenever possible and will require Subscribers to provide documentation as to permissible use of particular TALX Employment Information. Subscriber gives its consent to TALX to conduct such audits and agrees that any failure to cooperate fully and promptly in the conduct of any audit, or Subscriber's material breach of this Agreement, constitute grounds for immediate suspension of the Service or

termination of this Agreement. If TALX terminates this Agreement due to the conditions in the preceding sentence, Subscriber (i) unconditionally releases and agrees to hold TALX harmless and indemnify it from and against any and all liabilities of whatever kind or nature that may arise from or relate to such termination, and (ii) covenants it will not assert any claim or cause of action of any kind or nature against TALX in connection with such termination.

Vermont Certification. Subscriber certifies that it will comply with applicable provisions under Vermont law. In particular, Subscriber certifies that it will order TALX Employment Information relating to Vermont residents that are consumer reports as defined by the Vermont Fair Credit Reporting Act ("VFCRA"), only after Subscriber has received prior Consumer consent in accordance with VFCRA Section 2480e and applicable Vermont Rules. Subscriber further certifies that a copy of Section 2480e of the Vermont Fair Credit Reporting Statute, attached hereto, was received from CRA.

Subscriber will comply with the applicable provisions of the FCRA, Federal Equal Credit Opportunity Act and any amendments to it, all state law counterparts of them, and all applicable regulations promulgated under any of them including, without limitation, any provisions requiring adverse action notification to the Consumer.

6. Data Security. This Section 6 applies to any means through which Subscriber orders or accesses TALX Employment Information including, without limitation, system-to-system, personal computer or the Internet. The term "Authorized User" means a Subscriber employee that Subscriber has authorized to order the TALX Employment Information and who is trained on Subscriber's obligations under this Agreement with respect to the ordering and use of the TALX Employment Information, including Subscriber's FCRA and other obligations with respect to the access and use of consumer reports.

(a) With respect to handling the TALX Employment Information, Subscriber agrees to:

- (a) ensure that only Authorized Users can order or have access to TALX Employment Information,
- (b) ensure that Authorized Users do not order TALX Employment Information for personal reasons or provide them to any third party except as permitted by this Agreement,
- (c) inform Authorized Users that unauthorized access to consumer reports may subject them to civil and criminal liability under the FCRA punishable by fines and imprisonment,
- (d) ensure that all devices used by Subscriber to order or access the TALX Employment Information are placed in a secure location and accessible only by Authorized Users and that such devices are secured when not in use through such means as screen locks, shutting power controls off, or other commercially reasonable security procedures,
- (e) take all necessary measures to prevent unauthorized ordering of TALX Employment Information by any persons other than Authorized Users for permissible purposes, including, without limitation, (a) limiting the knowledge of the Subscriber security codes, member numbers, User IDs, and any passwords Subscriber may use (collectively, "Security Information"), to those individuals with a need to know, (b) changing Subscriber's user passwords at least every ninety (90) days, or sooner if an Authorized User is no longer responsible for accessing the TALX Employment Information, or if Subscriber suspects an unauthorized person has learned the password, and (c) using all security features in the software and hardware Subscriber uses to order TALX Employment Information,
- (f) in no event access the TALX Employment Information via any hand-held wireless communication device, including but not limited to, web enabled cell phones, interactive wireless pagers, personal digital assistants (PDAs), mobile data terminals, and portable data terminals,
- (g) not use non-company owned assets such as personal computer hard drives or portable and/or removable data storage equipment or media (including but not limited to laptops, zip drives, tapes, disks, CDs, and DVDs) to store TALX Employment Information.
- (h) encrypt TALX Employment Information when it is not in use and with respect to all printed TALX Employment Information store in a secure, locked container when not in use and completely destroyed when no longer needed by cross-cut shredding machines (or other equally effective destruction method) such that the results are not readable or useable for any purpose, if Subscriber sends, transfers or ships any TALX Employment Information, encrypt the TALX Employment Information using the following minimum standards, which standards may be modified from time to time by TALX: Advanced Encryption Standard (AES), minimum 128-bit key or Triple Data Encryption Standard (3DES), minimum 168-bit key encrypted algorithms,

- (i) monitor compliance with the obligations of this Section 6, and immediately notify TALX if Subscriber suspects or knows of any unauthorized access or attempt to access the TALX Employment Information, including, without limitation, a review of TALX invoices for the purpose of detecting any unauthorized activity,
  - (j) not ship hardware or software between Subscriber's locations or to third parties without deleting all Security Information and any TALX Employment Information,
  - (k) not ship hardware or software between Subscriber's locations or to third parties without deleting all Security Information and any TALX Employment Information,
  - (l) if Subscriber uses a Service Provider to establish access to TALX Employment Information, be responsible for the Service Provider's use of Security Information, and ensure the Service Provider safeguards Security Information through the use of security requirements that are no less stringent than those applicable to Subscriber under this Section 6,
  - (m) use commercially reasonable efforts to assure data security when disposing of any consumer information or record obtained from the TALX Employment Information. Such efforts must include the use of those procedures issued by the federal regulatory agency charged with oversight of Subscriber's activities (e.g. the Federal Trade Commission, the applicable banking or credit union regulator) applicable to the disposal of consumer report information or records.
  - (n) use commercially reasonable efforts to secure TALX Employment Information when stored on servers, subject to the following requirements: (i) servers storing TALX Employment Information must be separated from the internet or other public networks by firewalls which are managed and configured to meet industry accepted best practices, (ii) protect TALX Employment Information through multiple layers of network security, including but not limited to, industry-recognized firewalls, routers, and intrusion detection/prevention devices (IDS/IPS), (iii) secure access (both physical and network) to systems storing TALX Employment Information, which must include authentication and passwords that are changed at least every ninety (90) days; and (iv) all servers must be kept current and patched on a timely basis with appropriate security specific system patches, as they are available,
  - (o) not allow TALX Employment Information to be displayed via the internet unless utilizing, at a minimum, a three-tier architecture configured in accordance with industry best practices, and
  - (p) use commercially reasonable efforts to establish procedures and logging mechanisms for systems and networks that will allow tracking and analysis in the event there is a compromise, and maintain an audit trail history for at least three (3) months for review by TALX.
- (a) If TALX reasonably believes that Subscriber has violated this Section 6, TALX may, in addition to any other remedy authorized by this Agreement, with reasonable advance written notice to Subscriber and at TALX's sole expense, conduct, or have a third party conduct on its behalf, an audit of Subscriber's network security systems, facilities, practices and procedures to the extent TALX reasonably deems necessary, including an on-site inspection, to evaluate Subscriber's compliance with the data security requirements of this Section 6.
7. Subscriber certifies that it has read the attached Exhibit A-3 "Notice to Users of Consumer Reports, Obligations of Users" which explains Subscriber's obligations under the FCRA as a user of consumer information.

Initials Client \_\_\_\_\_ CI \_\_\_\_\_

This agreement shall become effective beginning on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
and shall continue until terminated by the parties

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

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

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

\_\_\_\_\_  
Michelle Pyan

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
President

\_\_\_\_\_  
Email Address to Send Fully Executed Agreement

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Background Investigations Service Agreement Addendum  
Vermont Fair Credit Reporting Certification**

The undersigned, \_\_\_\_\_ (“subscriber”), acknowledges that it subscribes to receive various information services from Commercial Investigations LLC (CI) in accordance with the Vermont Fair Credit Reporting Statute, 9 V.S.A. §2480e (1999), as amended (the “VFCRA”) and the Federal Fair Credit Reporting Act, 15, U.S.C. 1681 et. Seq., as amended (the “FCRA”) and its other state law counterparts. In connection with the Subscriber’s continued use of Commercial Investigations LLC (CI) information services in relation to Vermont consumers, Subscriber hereby certifies as follows:

**Vermont Certification:** Subscriber certifies that it will comply with applicable provisions under Vermont law. In particular, Subscriber certifies that it will order Employment Information relating to Vermont residents, that are credit reports as defined by the VFCRA, only after Subscriber further certifies that the attached copy of §2480e of the Vermont Fair Credit Reporting Statute was received (see next page) from Commercial Investigations LLC (CI).

Client: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

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

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

**Please also include the following information**  
Compliance Officer or Person Responsible for Credit Reporting Compliance

Printed Name: \_\_\_\_\_

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

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**Vermont Statute**  
**Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999)**

**§ 2480e. Consumer consent**

(a) A person shall not obtain the credit report of a consumer unless:

- (1) the report is obtained in response to the order of a court having jurisdiction to issue such an order; or
- (2) the person has secured the consent of the consumer, and the report is used for the purpose consented to by the consumer.

(b) Credit reporting agencies shall adopt reasonable procedures to assure maximum possible compliance with subsection (a) of this section.

(c) Nothing in this section shall be construed to affect:

- (1) the ability of a person who has secured the consent of the consumer pursuant to subdivision (a)(2) of this section to include in his or her request to the consumer permission to also obtain credit reports, in connection with the same transaction or extension of credit, for the purpose of reviewing the account, increasing the credit line on the account, for the purpose of taking collection action on the account, or for other legitimate purposes associated with the account; and
- (2) the use of credit information for the purpose of prescreening, as defined and permitted from time to time by the Federal Trade Commission.

**VERMONT RULES \*\*\* CURRENT THROUGH JUNE 1999 \*\*\***  
**AGENCY 06. OFFICE OF THE ATTORNEY GENERAL**  
**SUB-AGENCY 031. CONSUMER PROTECTION DIVISION**  
**CHAPTER 012. Consumer Fraud--Fair Credit Reporting**  
**RULE CF 112 FAIR CREDIT REPORTING**  
**CVR 06-031-012, CF 112.03 (1999)**  
**CF 112.03 CONSUMER CONSENT**

(a) A person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing if the consumer has made a written application or written request for credit, insurance, employment, housing or governmental benefit. If the consumer has applied for or requested credit, insurance, employment, housing or governmental benefit in a manner other than in writing, then the person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing or in the same manner in which the consumer made the application or request. The terms of this rule apply whether the consumer or the person required to obtain consumer consent initiates the transaction.

(b) Consumer consent required pursuant to 9 V.S.A. §§ 2480e and 2480g shall be deemed to have been obtained in writing if, after a clear and adequate written disclosure of the circumstances under which a credit report or credit reports may be obtained and the purposes for which the credit report or credit reports may be obtained, the consumer indicates his or her consent by providing his or her signature.

(c) The fact that a clear and adequate written consent form is signed by the consumer after the consumer's credit report has been obtained pursuant to some other form of consent shall not affect the validity of the earlier consent.

For proper account set up and to better serve your background investigations needs, please fill out the following profile.

Organization Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip: \_\_\_\_\_ County: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Web Home Page URL: \_\_\_\_\_

Sales Tax Rate: \_\_\_\_\_ Tax ID Number \_\_\_\_\_

Is Your Organization Tax Exempt? Yes \_\_\_\_\_ No \_\_\_\_\_

(If yes, please provide a copy of your tax exempt form)

Billing Contact Name: \_\_\_\_\_ (person handling invoices)

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

Work Address (if different from organizations):

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip: \_\_\_\_\_

Will you be paying invoices by Credit Card or ACH? Yes \_\_\_\_\_ No \_\_\_\_\_

\*\*\*If yes, please fill out the Credit Card Authorization/ACH Authorization Agreement\*\*\*

Primary End User Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

Work Address (if different from organizations):

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip: \_\_\_\_\_

Additional End User Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

Work Address (if different from organizations):

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip: \_\_\_\_\_

Additional End User Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

Work Address (if different from organizations):

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip: \_\_\_\_\_

Additional End User Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

Work Address (if different from organizations):

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip: \_\_\_\_\_

Please note that in order to provide important industry updates and the best possible service, End Users will be included in email correspondence sent by Commercial Investigations LLC. End Users will have the option to unsubscribe at any time.

Para información en español, visite [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

## A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
  - a person has taken adverse action against you because of information in your credit report;
  - you are the victim of identity theft and place a fraud alert in your file;
  - your file contains inaccurate information as a result of fraud;
  - you are on public assistance;
  - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for an explanation of dispute procedures.

- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

**States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:**

TYPE OF BUSINESS:	CONTACT:
1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates	a. Consumer Financial Protection Bureau 1700 G Street, N.W. Washington, DC 20552
b. Such affiliates that are not banks, savings associations, or credit unions also should list,	b. Federal Trade Commission: Consumer Response Center – FCRA

in addition to the CFPB:	Washington, DC 20580 (877) 382-4357
2. To the extent not included in item 1 above:	
a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks	a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050
b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act	b. Federal Reserve Consumer Help Center P.O. Box. 1200 Minneapolis, MN 55480
c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations	c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106
d. Federal Credit Unions	d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314
3. Air carriers	Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590
4. Creditors Subject to the Surface Transportation Board	Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423
5. Creditors Subject to the Packers and Stockyards Act, 1921	Nearest Packers and Stockyards Administration area supervisor
6. Small Business Investment Companies	Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, S.W., 8 <sup>th</sup> Floor Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F Street, N.E.

	Washington, DC 20549
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	FTC Regional Office for region in which the creditor operates <u>or</u> Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357

## CONSUMERS HAVE THE RIGHT TO OBTAIN A SECURITY FREEZE

You have a right to place a "security freeze" on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization. The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.

As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is placed on a consumer's credit file. Upon seeing a fraud alert display on a consumer's credit file, a business is required to take steps to verify the consumer's identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

- You may request a security freeze by contacting by calling the following toll-free telephone number(s):

TransUnion: 888-909-8872

Experian: 888-397-3742

Equifax: 800-685-1111 (NY residents please call 1-800-349-9960)

TransUnion, Experian and Equifax can also be reached at the following addresses:

TransUnion LLC

P.O. Box 2000

Chester, PA 19016

<https://freeze.transunion.com>

Experian Security Freeze

P.O. Box 9554

Allen, TX 75013

[www.experian.com/freeze](http://www.experian.com/freeze)

Equifax Security Freeze

P.O. Box 105788

Atlanta, GA 30348

<https://www.freeze.equifax.com>

A fee may be charged for providing this service.

All users of consumer reports must comply with all applicable regulations, including regulations promulgated after this notice was first prescribed in 2004. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

**NOTICE TO USERS OF CONSUMER REPORTS:  
OBLIGATIONS OF USERS UNDER THE FCRA**

The Fair Credit Reporting Act (FCRA), 15 U.S.C. §1681-1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Bureau of Consumer Financial Protection's website at [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore). At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the Bureau's website. Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.

The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

**I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS**

**A. Users Must Have a Permissible Purpose**

Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 contains a list of the permissible purposes under the law. These are:

- As ordered by a court or a federal grand jury subpoena. Section 604(a)(1)
- As instructed by the consumer in writing. Section 604(a)(2)
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. Section 604(a)(3)(A)
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. Sections 604(a)(3)(B) and 604(b)
- For the underwriting of insurance as a result of an application from a consumer. Section 604(a)(3)(C)
- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. Section 604(a)(3)(F)(i)
- To review a consumer's account to determine whether the consumer continues to meet the terms of the account. Section 604(a)(3)(F)(ii)
- To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. Section 604(a)(3)(D)
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. Section 604(a)(3)(E)
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. Sections 604(a)(4) and 604(a)(5)

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making

"prescreened" unsolicited offers of credit or insurance. Section 604(c). The particular obligations of users of

"prescreened" information are described in Section VII below.

**B. Users Must Provide Certifications**

Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

**C. Users Must Notify Consumers When Adverse Actions Are Taken**

The term "adverse action" is defined very broadly by Section 603. "Adverse actions" include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA – such as denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.

**1. Adverse Actions Based on Information Obtained From a CRA**

If a user takes any type of adverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section 615(a) requires the user to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- A statement setting forth the consumer's right to obtain a free disclosure of the consumer's file from the CRA if the consumer makes a request within 60 days.
- A statement setting forth the consumer's right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

**2. Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies**

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1) requires that the user clearly and accurately disclose to the consumer his or her right to be told the nature of the information that was relied upon if the consumer makes a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

**3. Adverse Actions Based on Information Obtained From Affiliates**

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If consumer report information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in I.C.1 above.

**D. Users Have Obligations When Fraud and Active Duty Military Alerts are in Files**

When a consumer has placed a fraud alert, including one relating to identify theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A(h) imposes limitations on users of reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer at a telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer's alert.

**E. Users Have Obligations When Notified of an Address Discrepancy**

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in

the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed, which will be issued by the Consumer Financial Protection Bureau and the banking and credit union regulators.

The Consumer Financial Protection Bureau regulations will be available at [www.consumerfinance.gov/learnmore/](http://www.consumerfinance.gov/learnmore/).

#### **F. Users Have Obligations When Disposing of Records**

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. The Consumer Financial Protection Bureau, the Securities and Exchange Commission, and the banking and credit union regulators have issued regulations covering disposal. The Consumer Financial Protection Bureau regulations may be found at [www.consumerfinance.gov/learnmore/](http://www.consumerfinance.gov/learnmore/).

### **II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES**

If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations prescribed by the Consumer Financial Protection Bureau.

Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores. These persons must provide credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g)(1)(D) ("Notice to the Home Loan Applicant").

### **III. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES**

#### **A. Employment Other Than in the Trucking Industry**

If the information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.
- **Before** taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. Section 615(b)(2).

The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

#### **B. Employment in the Trucking Industry**

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking company by contacting the company.

#### IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer reporting agency. Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)

The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.

- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation. This must be made in a written statement that is mailed or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

#### V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS

Section 603(x) provides special procedures for investigations of suspected misconduct by an employee or for compliance with Federal, state or local laws and regulations or the rules of a self-regulatory organization, and compliance with written policies of the employer. These investigations are not treated as consumer reports so long as the employer or its agent complies with the procedures set forth in Section 603(x), and a summary describing the nature and scope of the inquiry is made to the employee if an adverse action is taken based on the investigation.

#### VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes – or in connection with a credit transaction (except as provided in regulations issued by the banking and credit union regulators) – the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or a permitted by statute, regulation, or order).

#### VII. OBLIGATIONS OF USERS OF "PRESCREENED" LISTS

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(1), 604(c), 604(e), and 614(d). This practice is known as "prescreening" and typically involves obtaining a list of consumers from a CRA who meet certain preestablished criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer's CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.

- The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.

In addition, the Consumer Financial Protection Bureau has established the format, type size, and manner of the disclosure required by Section 615(d), with which users must comply. The regulation is 12 CFR 1022.54.

## **VIII. OBLIGATIONS OF RESELLERS**

### **A. Disclosure and Certification Requirements**

Section 607(e) requires any person who obtains a consumer report for resale to take the following steps:

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
  - (1) the identify of all end-users;
  - (2) certifications from all users of each purpose for which reports will be used; and
  - (3) certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller. Resellers must make reasonable efforts to verify this information before selling the report.

### **B. Reinvestigations by Resellers**

Under Section 611(f), if a consumer disputes the accuracy or completeness of information in a report prepared by a reseller, the reseller must determine whether this is a result of an action or omission on its part and, if so, correct or delete the information. If not, the reseller must send the dispute to the source CRA for reinvestigation. When any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

### **C. Fraud Alerts and Resellers**

Section 605A(f) requires resellers who receive fraud alerts or active duty alerts from another consumer reporting agency to include these in their reports.

## **IX. LIABILITY FOR VIOLATIONS OF THE FCRA**

Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private lawsuits. Sections 616, 617, and 621. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. Section 619.

The Consumer Financial Protection Bureau website, [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore), has more information about the FCRA.

**Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1618 et seq.:**

	15 U.S.C. 1681
Section 603	15 U.S.C. 1681a
Section 604	15 U.S.C. 1681b
Section 605	15 U.S.C. 1681c
Section 605A	15 U.S.C. 1681c-1
Section 605B	15 U.S.C. 1681c-2
Section 606	15 U.S.C. 1681d
Section 607	15 U.S.C. 1681e
Section 608	15 U.S.C. 1681f
Section 609	15 U.S.C. 1681g
Section 610	15 U.S.C. 1681h
Section 611	15 U.S.C. 1681i
Section 612	15 U.S.C. 1681j
Section 613	15 U.S.C. 1681k
Section 614	15 U.S.C. 1681l
Section 615	15 U.S.C. 1681m
Section 616	15 U.S.C. 1681n
Section 617	15 U.S.C. 1681o
Section 618	15 U.S.C. 1681p
Section 619	15 U.S.C. 1681q
Section 620	15 U.S.C. 1681r
Section 621	15 U.S.C. 1681s
Section 622	15 U.S.C. 1681s-1
Section 623	15 U.S.C. 1681s-2
Section 624	15 U.S.C. 1681t
Section 625	15 U.S.C. 1681u
Section 626	15 U.S.C. 1681v
Section 627	15 U.S.C. 1681w
Section 628	15 U.S.C. 1681x
Section 629	15 U.S.C. 1681y



\*\*\*\* CHANGE ORDER \*\*\*\*

NO.: 1

DATED: 04/13/2021

PROJECT Bluff Point Pump Station Improvements

OWNER Town of Plattsburgh

CONTRACTOR J. E Sheehan Contracting Corp. CONTRACT DATE January 20, 2020

CONTRACT FOR Bluff Point Pump Station Improvements

TO: J. E Sheehan Contracting Corp. (CONTRACTOR)

You are directed to make the changes noted below in the above contract:

Owner Town of Plattsburgh

By \_\_\_\_\_

Michael S. Cashman, Supervisor

Date \_\_\_\_\_

NATURE OF THE CHANGE:

- Additional electrical junction boxes for the sewage pumps and grinder unit installed at the pump station structure. (+ \$23,360.00)
- Connecticut Avenue pump station power services relocation. (+ \$8,042.10)
- Waterline credit (- \$16,145.34)
- Total of Change Order: \$15,256.76

CHANGES RESULT IN THE FOLLOWING ADJUSTMENT OF CONTRACT PRICE & TIME:

Contract Price Prior To This Change Order \$ 1,490,000.00

Net (Increase) (~~Decrease~~) Resulting From This Change Order \$ 15,256.76

Current Contract Price Including This Change Order \$ 1,505,256.76

Contract Time Prior To This Change Order N/A Calendar Days,

or A Completion Date of June 25, 2021

Net (Increase)(Decrease) Resulting From This Change Order N/A Calendar Days.

Current Contract Time Including This Change Order N/A Calendar Days, or

A Completion Date of June 25, 2021

THE ABOVE CHANGES ARE RECOMMENDED:

LABERGE ENGINEERING & CONSULTING GROUP LTD.

By \_\_\_\_\_

Ronald J. Laberge, P.E., Executive Vice President

Date 4-26-2021

THE ABOVE CHANGES ARE ACCEPTED:

J. E Sheehan Contracting Corp.

Contractor

By [Signature]

Date 4/21/21



\*\*\*\* CHANGE ORDER \*\*\*\*

NO.: 1

DATED: 04/19/2021

PROJECT Trade Road Pump Station Improvements

OWNER Town of Plattsburgh

CONTRACTOR J. E Sheehan Contracting Corp. CONTRACT DATE January 20, 2020

CONTRACT FOR Trade Road Pump Station Improvements

TO: J. E Sheehan Contracting Corp. (CONTRACTOR)  
You are directed to make the changes noted below in the above contract:

Owner Town of Plattsburgh

By Michael S. Cashman, Supervisor

Date \_\_\_\_\_

NATURE OF THE CHANGE:

- Additional electrical junction boxes for the sewage pumps and grinder unit installed at the pump station structure. (+ \$23,360.00)

CHANGES RESULT IN THE FOLLOWING ADJUSTMENT OF CONTRACT PRICE & TIME:

Contract Price Prior To This Change Order \$ 1,330,000.00

Net (Increase) (Decrease) Resulting From This Change Order \$ 23,360.00

Current Contract Price Including This Change Order \$ 1,353,360.00

Contract Time Prior To This Change Order N/A Calendar Days,

or A Completion Date of September 1, 2020

Net (Increase)(Decrease) Resulting From This Change Order N/A Calendar Days.

Current Contract Time Including This Change Order N/A Calendar Days, or

A Completion Date of September 1, 2020

THE ABOVE CHANGES ARE RECOMMENDED:

LABERGE ENGINEERING & CONSULTING GROUP LTD.

By Ronald J. Laberge, P.E., Executive Vice President

Date 4-28-2020

THE ABOVE CHANGES ARE ACCEPTED:

J. E Sheehan Contracting Corp.  
Contractor

By [Signature]

Date 4/23/21