

**RETAINER AGREEMENT  
FOR  
DEPUTY TOWN ATTORNEY/TRAFFIC PROSECUTOR SERVICES**

This Retainer Agreement for Deputy Town Attorney/Traffic Prosecutor Services (“Agreement”) is made and entered into by and between the LAW OFFICES OF PHILIP J. DANAHER, ESQ., and the TOWN OF SCHODACK (the “Town), a municipal corporation of the State of New York.

**RECITALS**

A. Philip J. Danaher, Esq., is a firm in the general practice of law with extensive municipal experience, and is fully able to carry out the duties described in this Agreement.

B. The Town desires to contract with Philip J. Danaher, Esq., to provide contract legal services to the Town as an independent contractor and not as a Town employee.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth in this Agreement, Philip J. Danaher, Esq., and the Town agree as follows:

1. **APPOINTMENT OF CONTRACT DEPUTY TOWN ATTORNEY/TRAFFIC PROSECUTOR**

A. Philip J. Danaher, Esq., is hereby designated and appointed as Deputy Town Attorney/Traffic Prosecutor of the Town and shall serve and be compensated as provided by this Agreement. As the Deputy Town Attorney/Traffic Prosecutor, Philip J. Danaher, Esq., shall process, coordinate, and direct, as necessary, all legal services provided under this Agreement in order to maximize the timeliness and usefulness of the delivery of such services. Philip J. Danaher, Esq., shall prosecute all non-criminal tickets issued by members of the New York State Police in the jurisdictional limits of the Town of Schodack made returnable before the Town Court of the Town of Schodack and shall also attend all Town Council meetings and other meetings, as requested by the Town Council, and be available at all reasonable times to the Town Supervisor and Town Council, the Town Justices, as well as the Justice Court Clerk, in relationship to all legal services to be furnished by Philip J. Danaher, Esq., under this Agreement. Philip J. Danaher, Esq., shall also direct and coordinate all internal activities of his office so that all services provided by Philip J. Danaher, Esq., under this Agreement to the Town shall be fully competent, professional, consistent, timely, and in accordance with the standards prevalent in the industry. It is expressly understood that the experience, knowledge, capability, and reputation of Philip J. Danaher, Esq., are a substantial inducement for the Town to enter into this Agreement. Philip J. Danaher, Esq., shall be responsible during the term of this Agreement for directing all

activities of his office on behalf of the Town and devoting such time as necessary to personally supervise such services.

B. The term of this Agreement shall commence as of January 1, 2022 and shall continue thereafter unless and until it is terminated or amended.

2. SCOPE OF WORK

A. Philip J. Danaher, Esq., agrees to perform all necessary legal services as Traffic Prosecutor at the amount budgeted in the adopted Year 202 Schodack Town Budget (\$20,000.00) and as such Traffic Prosecutor shall prosecute all non-criminal traffic tickets issued by the New York State Police within the jurisdictional boundaries of the Town of Schodack and made returnable in the Schodack Town Court, and Philip J. Danaher, Esq., shall further serve as Deputy Town Attorney at no additional compensation, when the Town Attorney/Attorney for the Town is not available to serve in such capacity. All payments due and owing to Philip J. Danaher, Esq., pursuant to this Agreement shall be paid monthly in twelve (12) equal payments.

3. PROHIBITION AGAINST SUBCONTRACTING, DELEGATING OR ASSIGNMENT

Philip J. Danaher, Esq., shall not contract with or delegate to any individual or other entity to perform on the Town's behalf, in whole or in part, any of the services required under this Agreement without the prior express approval of the Town. In addition, neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior express approval of the Town.

4. CONFLICT OF INTEREST

Philip J. Danaher, Esq., shall at all times avoid conflicts of interest in the performance of this Agreement. In the event that a conflict arises, Philip J. Danaher, Esq., shall immediately notify the Town.

5. INDEPENDENT CONTRACTOR

Philip J. Danaher, Esq., shall perform all services required under this Agreement as an independent contractor of the Town, and shall remain at all times as to the Town a wholly independent contractor of the Town. Philip J. Danaher, Esq., shall not at any time or in any manner represent that he or any of his employees or agents are Town employees.

6. DISPUTE RESOLUTION

If any dispute or disagreement arises between the Town and Philip J. Danaher, Esq., as to any matter relating to this Agreement, including but not limited to the scope of services, the performance of the respective responsibilities of the Town and Philip J. Danaher, Esq., and the quality of the services rendered, the Town and Philip J. Danaher, Esq., agree to confer and attempt to resolve the matter informally. If the parties cannot agree, they agree that they will refer the dispute to mediation to the fullest extent permitted by law. The parties are aware that



ATTORNEY: PHILIP J. DANAHER, ESQ  
1001 Glaz Street  
East Greenbush, New York 12061

10. AMENDMENT OF AGREEMENT

This Agreement contains all of the agreements of Philip J. Danaher, Esq., and the Town. This Agreement may be amended at any time by mutual consent of the parties by an instrument in writing.

IN WITNESS WHEREOF, the duly authorized representative of the parties have executed this Agreement in duplicate the \_\_\_\_ day of January, 2022.

TOWN OF SCHODACK  
A Municipal Corporation of the  
State of New York

By: \_\_\_\_\_  
Charles Peter  
Town Supervisor

ATTEST:

\_\_\_\_\_  
Town Clerk

LAW OFFICES OF PHILIP J. DANAHER, ESQ.

By: \_\_\_\_\_  
Philip J. Danaher, Owner

**PROFESSIONAL SERVICE AGREEMENT  
FOR  
LEGAL SERVICES**

THIS AGREEMENT, made this     day of January, 2022 by and between the TOWN OF SCHODACK, a municipal corporation existing by and under the laws of the State of New York and having its principal place of business located at Town Hall, 265 Schuurman Road, Castleton, New York 12033 (hereinafter called the "TOWN") and TABNER, RYAN AND KENIRY, LLP, 18 Corporate Woods Boulevard, Suite 8, Albany, New York 12211 (hereinafter called the "CONSULTANT"):

*WITNESSETH:*

WHEREAS, the CONSULTANT has heretofore submitted a proposal for professional legal services; and

WHEREAS, the TOWN has accepted the offer of the CONSULTANT for such professional services,

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE I. SERVICES TO BE PERFORMED

The CONSULTANT shall perform the professional services hereinafter set forth under the Article II entitled "SCOPE OF WORK".

ARTICLE II. SCOPE OF WORK

During the period of this Agreement the CONSULTANT agrees to perform professional services as follows:

A. Legal services as required in connection with special improvement districts under the Town Law and any other duties as special counsel to the Town of Schodack;

B. Legal services in connection with such other matters as determined by the Supervisor and Town Board.

ARTICLE III. AVAILABLE DATA

All technical or other data relative to this Agreement in the possession of the TOWN or in the possession of the CONSULTANT shall be made available to the other party to this AGREEMENT without expense to the other party.

#### ARTICLE IV. COOPERATION

THE CONSULTANT shall cooperate with representatives, agents and employees of the TOWN and the TOWN shall cooperate with representatives, agents and employees of the CONSULTANT to the end that work may proceed expeditiously and economically.

#### ARTICLE V. FEES

In consideration of the terms and obligations of this AGREEMENT, the TOWN agrees to pay, and the CONSULTANT agrees to accept, as full compensation for all services rendered under this AGREEMENT, fees and reimbursements determined as follows:

The CONSULTANT shall bill and render services on an hourly basis as follows:

Partners - \$275.00 per hour; Associates - \$170.00 per hour; Paralegals - \$95.00 per hour.

CONSULTANT shall only bill for disbursements incurred upon the prior authorization of the TOWN, excluding disbursements necessary for recording of papers in the County Clerk's Office, obtaining of title insurance, filing fees for permits paid to official agencies and other such necessary legal expenditures. No reimbursement shall be made or for other expenses unless prior authorization shall have been obtained. Bills shall be submitted to the Town on a monthly basis.

#### ARTICLE VI. ACCOUNTING RECORDS

Proper and full accounting records shall be maintained by the CONSULTANT which records shall clearly identify the costs of the work performed under this AGREEMENT. Such records shall be subject to periodic and final audit by the TOWN upon request. Such records shall be accessible to the TOWN for a period of two (2) years following the date of final payment by the TOWN to the CONSULTANT for the performance of the work contemplated herein.

#### ARTICLE VII. ASSIGNMENTS

The CONSULTANT is prohibited from assigning, transferring, conveying, subcontracting, or otherwise disposing of this AGREEMENT, or of CONSULTANT'S right, title or interest therein without the previous consent in writing of the TOWN.

#### ARTICLE VIII. OWNERSHIP OF MATERIALS

All right, title and ownership in and to all materials prepared under the provisions of this AGREEMENT shall be in the TOWN including the right of republication.

ARTICLE IX. REPORTING DUTIES

CONSULTANT shall in all appearances, appear as Special Counsel to the Town Attorney and report regularly to the Department Heads and/or the Town Attorney as they are directed.

ARTICLE X. RELATIONSHIP

CONSULTANT shall at all times be deemed to be an independent contractor and shall not be considered an agent or employee of the TOWN for any purpose, nor shall CONSULTANT be entitled to participate in any employee benefit programs maintained by the Town for its officers, agents and employees.

ARTICLE XI. INDEMNIFICATION

The CONSULTANT shall defend, indemnify and save harmless the TOWN, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of any negligent act or omission of the CONSULTANT, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

ARTICLE XII. INSURANCE

The CONSULTANT agrees to procure and maintain without additional expense to the TOWN insurance of the kinds and in the amounts provided under Schedule "A" attached hereto. Before commencing work, the CONSULTANT shall furnish to the TOWN, a certificate or certificates, showing that the requirements of this article have been satisfied.

ARTICLE XIII. PAYMENTS BY CLAIM FORM

All requests for payment to CONSULTANT shall be made upon claim forms of the TOWN and submitted for approval to the Comptroller of the TOWN on a monthly basis.

ARTICLE XIV. TERM OF AGREEMENT

This Agreement shall be effective upon its acceptance by the Town Board for the Town of Schodack, and shall terminate on December 31, 2022, unless sooner terminated as set form in Article XV hereof.

ARTICLE XV. TERMINATION OF AGREEMENT

The TOWN shall have the right at any time to terminate the work required of the CONSULTANT by this AGREEMENT, by written notice of such termination provided to the CONSULTANT by the TOWN, and, in the event of such termination of this AGREEMENT, the CONSULTANT shall be entitled to compensation for all work theretofore authorized and performed, pursuant to this AGREEMENT, such compensation to be in accordance with ARTICLE V of the AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

Town of Schodack

TABNER, RYAN AND KENIRY, LLP

By: \_\_\_\_\_

By: \_\_\_\_\_  
William F. Ryan, Jr., Esq.



**SCHEDULE "A"**

**INSURANCE COVERAGE**

The kinds and amounts of insurance to be provided are as follows:

- A. Workers' Compensation and Employees Liability Insurance - A policy or policies providing protection for Employees of the obligor in the event of job related injuries.
  
- B. Automobile Liability Policies with the limits of not less than \$500,000 for each accident because of bodily injury , sickness or disease, including death at any time, resulting therefrom, sustained by any person caused by accident, and arising out of the ownership, maintenance or use of any automobiles and with the limits of \$500,000 for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobiles.
  
- C. General Liability including comprehensive form, contractual premises/completed operations and broad form property insurance shall be furnished with limits of not less than:

<u>Liability For</u>	<u>Combined Single Limit</u>
Bodily Injury & Property damage	\$500,000

- D. Errors and Omissions policy with limit of not less than \$4,000,000.

December 14, 2021  
VIA EMAIL & MAIL

David Harris, Supervisor  
Town of Schodack  
Schodack Town Hall  
265 Schuurman Road  
Castleton, New York 12033

Re: 2022 Contract Addendums  
Town of Schodack, New York


Dear Supervisor Harris:

Enclosed are five addendums to our existing contract to provide services in the following areas during the upcoming year.

2022-01	Planning & Zoning	Hourly	Escrowed
2022-02	Wastewater	Hourly Up To	\$10,000
2022-03	Water	Hourly Up To	\$10,000
2022-04	Planning & Economic Development	Hourly Up To	\$12,000
2022-05	MS4	Lump Sum	\$47,000

Please contact us with any questions on the enclosed. We look forward to working with you and the Town.

Very truly yours,  
LABERGE GROUP

By:   
Richard F. Laberge, P.E.  
President

RFL: cjb  
Encs.

C: Town Board Members w/encs.  
Dawne Kelly, Secretary to Supervisor, w/encs. (via email only)  
Paul Harter, Comptroller, w/encs. (via email only)  
Nadine Fuda, Planning Director, w/encs. (via email only)

I:\Mktg\Business Development\Government Organizations\S\Schodack - Town\General Information\Contract & Contract Related\2022\XMIT Add 2022-01-05 Extension.docx

**CONTRACT ADDENDUM NO. 2022 – 01**  
**(Planning & Zoning Services – Multiple LG Project Numbers)**

**DATED: December 15, 2021**

**TO**  
**Agreement for Professional Services**  
**(Original agreement date: January 3, 2011)**

The original Agreement, between Town of Schodack, Rensselaer County, New York, the OWNER and Laberge Group, the ENGINEER is hereby amended to increase the Hourly Rates in Paragraph A.5 for Planning Board and Zoning Board of Appeals to the following for calendar year 2022.

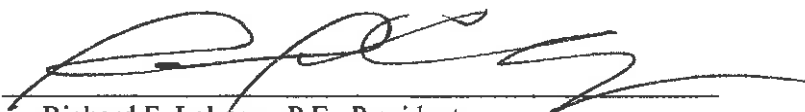
Principal/Project Manager.....	\$211
Project Engineer/Planner.....	\$147
Assistant Engineer/Planner.....	\$110
Administrative Assistant.....	\$78

This Addendum shall be attached to and form a part of the Contract Documents.

**TOWN OF SCHODACK**

BY: \_\_\_\_\_  
David Harris, Supervisor

**LABERGE GROUP**

BY:   
Richard F. Laberge, P.E., President

**CONTRACT ADDENDUM NO. 2022 – 02**  
**(Wastewater Engineering & Planning Services – LG Project Number 2013032)**

**DATED: December 15, 2021**

**TO**  
**Agreement for Professional Services**  
**(Original agreement date: January 3, 2011)**

The original Agreement, between Town of Schodack, Rensselaer County, New York, the OWNER and Laberge Group, the ENGINEER is hereby amended as follows:

This Addendum authorizes services concerning planning, coordination, general engineering and consultation related to issues regarding the wastewater in the Town, including but not limited to operation, administration, expansion plans and requests, and any other issues requested by the Town.

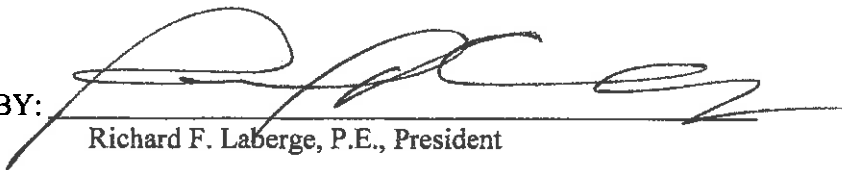
Fee for said services shall be an hourly basis plus expenses not to exceed \$10,000 for 2022.

This Addendum shall be attached to and form a part of the Contract Documents.

**TOWN OF SCHODACK**

BY: \_\_\_\_\_  
David Harris, Supervisor

**LABERGE GROUP**

BY:   
Richard F. Laberge, P.E., President

**CONTRACT ADDENDUM NO. 2022-03**  
**(Water Engineering & Planning Services – LG Project Number 2013082)**

**DATED: December 15, 2021**

**TO**  
**Agreement for Professional Services**  
**(Original agreement date: January 3, 2011)**

The original Agreement, between Town of Schodack, Rensselaer County, New York, the OWNER and Laberge Group, the ENGINEER is hereby amended as follows:

This Addendum authorizes services concerning planning, coordination, general engineering and consultation related to issues regarding water in the Town, including but not limited to operation, administration, expansion plans and requests, and any other issues requested by the Town.

Fee for said services shall be an hourly basis plus expenses not to exceed \$10,000 for 2022.

This Addendum shall be attached to and form a part of the Contract Documents.

**TOWN OF SCHODACK**

BY: \_\_\_\_\_  
David Harris, Supervisor

**LABERGE GROUP**

BY: \_\_\_\_\_  
Richard F. Laberge, P.E., President

**CONTRACT ADDENDUM NO. 2022 – 04**  
**(General Planning & Economic Development Services – LG Project Number 2013041)**

**DATED: December 15, 2021**

**TO**  
**Agreement for Professional Services**  
**(Original agreement date: January 3, 2011)**

The original Agreement, between Town of Schodack, Rensselaer County, New York, the OWNER and Laberge Group, the ENGINEER is hereby amended as follows:

This Addendum authorizes services concerning planning, coordination, grant applications, general engineering and consultation related to issues of general planning interest and/or economic development in the Town.

Fee for said services shall be an hourly basis plus expenses not to exceed \$12,000 for 2022.

This Addendum shall be attached to and form a part of the Contract Documents.

**TOWN OF SCHODACK**

BY: \_\_\_\_\_  
David Harris, Supervisor

**LABERGE GROUP**

BY:   
Richard F. Laberge, P.E., President

**CONTRACT ADDENDUM NO. 2022 – 05**  
**(2021-2022 MS4 Program LG Project Number 2014017)**

**DATED: December 15, 2021**

**TO**  
**Agreement for Professional Services**  
**(Original agreement date: January 3, 2011)**

The original Agreement, between Town of Schodack, Rensselaer County, New York, the OWNER and Laberge Group, the ENGINEER is hereby amended as follows:

This Addendum authorizes additional services for the MS4 Consulting Services for the Town of Schodack for the MS4 year March 10, 2022 – March 9, 2023. Services for each task listed will be billed monthly.

Services	Fee
Administration & Meetings	\$17,000
Field Work & Testing	\$25,000
Coalition Meetings	<u>\$ 5,000</u>
Total	<u>\$47,000</u>

This Addendum shall be attached to and form a part of the Contract Documents.

**TOWN OF SCHODACK**

BY: \_\_\_\_\_  
David Harris, Supervisor

**LABERGE GROUP**

BY: \_\_\_\_\_  
Richard F. Laberge, P.E., President

## ANIMAL SHELTERING AGREEMENT

**THIS AGREEMENT**, made this \_\_\_ day of January, 2022 by and between the **TOWN OF SCHODACK**, a municipal corporation in the County of Rensselaer, State of New York, with offices located at 265 Schuurman Road, Castleton, New York 12033 (“Town”) and **MAGGIE BANKER** (“DCO”), an individual residing at 14 Dymond Road, New York, 12125.

**WHEREAS**, the DCO has been duly appointed as a Dog Control Officer for the Town of Schodack, New York; and

**WHEREAS**, in the course of the performance of her duties as Dog Control Officer, DCO will from time to time come into the physical possession of dogs seized by the DCO in accordance with the provisions of Section 117 of the Agriculture and Markets Law; and

**WHEREAS**, the DCO maintains a facility located at 453 West Hill Road, New York, 12125 (“the Facility”) suitable for the sheltering and care of dogs which may come into her possession in the course of the performance of her duties as DCO for the Town; and

**WHEREAS**, the Town and the DCO wish to enter into this Animal Sheltering Agreement for the purpose of setting forth the terms and conditions pursuant to which DCO shall shelter at the Facility those dogs which come into her possession in the course of her performance of her duties as the DCO for the Town.

### **NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

1. **TERM** This Animal Sheltering Agreement shall be for a term commencing on January 1, 2022, and terminating on December 31, 2022, unless terminated earlier in accordance with the provisions of Section 4 below.

2. **SERVICES** The DCO shall provide the following shelter services during the term of this Agreement:

a. The DCO shall provide and maintain shelter at the Facility for up to three (3) dogs at any one time. In the event that the DCO cannot shelter a dog at the Facility because the Facility capacity has been reached, or because the DCO deems the dog too dangerous to safely shelter at the Facility, the DCO shall arrange for the dog to be sheltered by the Mohawk and Hudson River Humane Society.

b. The DCO shall maintain the Facility in good order and good repair, and in a safe, clean, and usable condition, in accordance with 1 NYCRR Part 77 and any other applicable State and local laws and/or ordinances. The DCO shall be solely responsible for maintaining the Facility in good order and good repair, and in a safe, clean, and usable condition.

c. The DCO shall be responsible for ensuring that all dogs sheltered at the Facility are properly sheltered, fed, and watered pursuant to the regulations promulgated by the New York State Department of Agriculture and Markets, as set forth at 1 NYCRR Part 77.



d. The DCO shall hold each unidentified dog sheltered at the Facility for a period of five (5) days from the date of seizure (“redemption period”), during which period the dog may be redeemed by the owner thereof upon payment of the appropriate impoundment fee. All impoundment fees shall be payable to, and the property of, the Town. The redemption period for identified dogs shall be in accordance with Section 117 of the Agriculture and Markets Law.

e. Upon expiration of the redemption period, the DCO shall, in her discretion, arrange for the disposition of each dog not redeemed by the owner thereof via adoption, euthanasia, or transfer.

f. The DCO shall promptly make and maintain a complete record of any seizure and the subsequent disposition (i.e., redeemed, adopted, euthanized or transferred) of any dog, including but limited to (a) a description of the dog by breed, coloring, and gender, (b) the date and hour of the seizure, (c) the official identification number of such dog, if any, (d) the location of the seizure, (e) the reason for the seizure, and (f) the owner’s name and address, if known. If the DCO delivers a dog to the Mohawk and Hudson River Humane Society, the date of the delivery must be recorded. The DCO shall maintain all such records for a minimum of three (3) years.

g. The DCO shall in all respects perform the shelter services set forth in this Agreement in accordance with all applicable State and local laws and regulations.

3. **FEES FOR SERVICES** In consideration of the shelter services provided hereunder, the Town shall pay to the DCO a fee equal to \$20 per day for each dog sheltered at the Facility. Fees shall accrue beginning on the first day of confinement, and shall continue to accrue each day thereafter until either the dog is redeemed and returned to its owner, or the applicable redemption period has expired.

4. **TERMINATION** Either party shall have the right to terminate this Agreement, with or without cause, upon thirty (30) days written notice of such termination.

In witness whereof, the parties by their duly authorized representatives have signed as of the date indicated on the first page of this Agreement.

**TOWN OF SCHODACK**

By: \_\_\_\_\_  
Charles J. Peter, Town Supervisor

By: \_\_\_\_\_  
Maggie Banker, DCO



**Rocket Monitoring Services, LLC**  
**Commercial Remote Monitoring Agreement**

This Agreement is between the System Owner and Rocket Monitoring Services, LLC (hereafter referred to as "RMS") for Remote Monitoring ("O&M") services that RMS will perform as described in this Agreement.

**System Type:** AdvanTex AX100 TCOM Panel (Schodack Landing) & East Schodack VeriComm Panel

**System Owner:** Town of Schodack, NY

**System Location:** Schodack Landing Sewer System (TCOM) & Town of East Schodack (VeriComm)

**Billing Address:** 265 Schuurman Road, Castleton, NY 12033

**Billing Contact:** Dawne Kelly Telephone: \_\_\_\_\_ Email: dawne.kelly@schodack.org

**Facilities Contact:** \_\_\_\_\_ Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

**1. Term of Agreement:**  
This Agreement is for a term of 1 year. January 1, 2022 through December 31, 2022.

**2. Fees & Payments:**  
RMS will perform the monitoring services as outlined in this Agreement for a fee of \$1,500/year. Payment schedule will be one time, due at start of contract.

**3. Remote Monitoring:**  
RMS will remotely monitor the System through use of the TCOM & VeriComm Control Panels for the duration of this contract. RMS will monitor for any alerts and/or alarms and notify the Facilities Contact and copy the System Owner of any such occurrences. RMS will also monitor the performance of the System and make adjustments to the System's Settings as it sees fit. Owner agrees to maintain standard telephone lines to the panels with access to dial a toll-free number (or Internet connection with outbound email capabilities) for the duration of the contract.

**4. Reporting:**  
RMS will provide monthly reports for the activities including flows, pump operation, recirculation ratio, and alarm summary.

**5. Technical Support:**  
RMS will provide technical support by telephone for System questions and possible alarm conditions for the duration of this Agreement. RMS reserves the right to bill for any technical support provided after business hours, for calls that exceed 5 minutes, and for excessive calls. Billing rate is \$75/hr. with 1/2 hr. minimum. Excessive VeriComm calls (over 30 per month) will incur a \$.50 per call fee. Every attempt will be made to avoid excess VeriComm fees by discussing with system Owner when panel hits 20 calls.

**6. Termination/Cancellation:**  
This Agreement may be terminated or cancelled by either party at any time and for any or no reason upon fifteen (15) days prior written notice from one party to the other. In the event of any termination or cancellation of this agreement by RMS or the System Owner:  
System Owner will pay all amounts (if any) owed to RMS.

- RMS shall cease performance of all services as outlined under this Agreement.
- RMS shall refund to System Owner, on a pro-rata basis, all unearned fees paid to RMS, less a termination fee of \$250.

**7. Assignment by RMS:**  
RMS reserves the right to assign its rights and obligations under this Agreement to a qualified third party designated by RMS and approved by System Owner. In the event of such an assignment, RMS will no longer be responsible for any performance obligations under this Agreement or any other liability associated with this Agreement.

1 of 2 (MO)

**8. LIMITATION OF LIABILITY**

The sole liability of RMS under this Agreement shall be to correct any errors, malfunctions or defects in the System directly caused by RMS's failure to perform any services in a good and workmanlike manner; provided, however, in no event shall RMS's liability to the System Owner exceed the total of the amounts paid to RMS under this Agreement by the System Owner. In no event shall RMS be liable to the System Owner or any third-party claimant for any indirect, special, punitive, consequential or incidental damages or lost profits arising out of or related to this Agreement or the performance or breach thereof, whether based upon a claim or action of Agreement, warranty, negligence or strict liability or other tort, breach of any statutory duty, indemnity, or contribution or otherwise, even if RMS has been advised of the possibility of such damages.



ROCKET MONITORING SERVICES

Dated: January 4, 2012

System Owner

By: \_\_\_\_\_

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

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

**Rocket Monitoring Services, LLC**

By: Michael Curran

Name: MC

Title: Manager

**Rocket Monitoring Services, LLC**

P.O. Box 925

Cape Canaveral, FL 32920

Telephone: 321-613-3321

Cell: 321-505-0504

Email: support@rocketmonitoring.com



Rocket Monitoring Services

PO Box 925  
Cape Canaveral, FL 32920

# Invoice

Date	Invoice #
1/4/2022	1956

<b>Bill To</b>
Town Of Schodack 265 Schuuman Road Castleton, NY 12033

P.O. No.	Terms	Due Date	Rep	Site/Project Name	
	Net 30	1/31/2022	MC	2022 Septic Monitoring	
Item	Description		Qty	Rate	Amount
TCOM Monitoring - ...	Monitoring of TCOM Control Panel for Schodack Landing AdvanTex Treatment System. Includes data collection and alarm reporting to Town and/or Service Provider Panel - TCOM-DAX/DAX/DAX2 PTROCS(2)/ROCS GFI UV HT SA. System - AdvanTex AX100 x5		12	100.00	1,200.00
VeriComm Monitori...	East Schodack VeriComm Panel. Includes Quarterly Reports, alarm clearing & adjustments. **Note - VeriComm calls over 30 per month incur a \$.50/call fee. RMS will notify Town when calls approach 20 so action can be taken to avoid fees.  Rocket Monitoring Services (RMS) will provide data collection and monitoring of the control panel. This includes 24/7 coverage, annual download of complete log, and reporting to service providers and/or system owner when applicable. RMS is not responsible for any associated actions of the system such as power failures, pump/control failures or system levels. Customer agrees to maintain a standard (POTS) phone line capable of dialing a toll-free (1-800) phone number for access inbound & outbound  2022 - January - December		1	300.00	300.00

321-613-3321	sales@rocketmonitoring.com	www.rocketmonitoring.com	<b>Total</b>	\$1,500.00
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**Rocket Monitoring Services, LLC**  
**Commercial Remote Monitoring Agreement**

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**System Owner:** Town of Schodack, NY

**System Location:** Schodack Landing Sewer System (TCOM) & Town of East Schodack (VeriComm)

**Billing Address:** 265 Schuurman Road, Castleton, NY 12033

**Billing Contact:** Dawne Kelly      **Telephone:** \_\_\_\_\_      **Email:** dawne.kelly@schodack.org

**Facilities Contact:** \_\_\_\_\_      **Telephone:** \_\_\_\_\_      **Email:** \_\_\_\_\_

**1. Term of Agreement:**

This Agreement is for a term of 1 year. January 1, 2022 through December 31, 2022.

**2. Fees & Payments:**

RMS will perform the monitoring services as outlined in this Agreement for a fee of \$1,500/year. Payment schedule will be one time, due at start of contract.

**3. Remote Monitoring:**

RMS will remotely monitor the System through use of the TCOM & VeriComm Control Panels for the duration of this contract. RMS will monitor for any alerts and/or alarms and notify the Facilities Contact and copy the System Owner of any such occurrences. RMS will also monitor the performance of the System and make adjustments to the System's Settings as it sees fit. Owner agrees to maintain standard telephone lines to the panels with access to dial a toll-free number (or internet connection with outbound email capabilities) for the duration of the contract.

**4. Reporting:**

RMS will provide monthly reports for the activities including flows, pump operation, recirculation ratio, and alarm summary.

**5. Technical Support:**

RMS will provide technical support by telephone for System questions and possible alarm conditions for the duration of this Agreement. RMS reserves the right to bill for any technical support provided after business hours, for calls that exceed 5 minutes, and for excessive calls. Billing rate is \$75/hr. with ½ hr. minimum. Excessive VeriComm calls (over 30 per month) will incur a \$.50 per call fee. Every attempt will be made to avoid excess VeriComm fees by discussing with system Owner when panel hits 20 calls.

**6. Termination/Cancellation:**

This Agreement may be terminated or cancelled by either party at any time and for any or no reason upon fifteen (15) days prior written notice from one party to the other. In the event of any termination or cancellation of this agreement by RMS or the System Owner:

System Owner will pay all amounts (if any) owed to RMS.

- RMS shall cease performance of all services as outlined under this Agreement.
- RMS shall refund to System Owner, on a pro-rata basis, all unearned fees paid to RMS, less a termination fee of \$250.

**7. Assignment by RMS:**

RMS reserves the right to assign its rights and obligations under this Agreement to a qualified third party designated by RMS and approved by System Owner. In the event of such an assignment, RMS will no longer be responsible for any performance obligations under this Agreement or any other liability associated with this Agreement.

**8. LIMITATION OF LIABILITY**

The sole liability of RMS under this Agreement shall be to correct any errors, malfunctions or defects in the System directly caused by RMS's failure to perform any services in a good and workmanlike manner; provided, however, in no event shall RMS's liability to the System Owner exceed the total of the amounts paid to RMS under this Agreement by the System Owner. In no event shall RMS be liable to the System Owner or any third-party claimant for any indirect, special, punitive, consequential or incidental damages or lost profits arising out of or related to this Agreement or the performance or breach thereof, whether based upon a claim or action of Agreement, warranty, negligence or strict liability or other tort, breach of any statutory duty, indemnity, or contribution or otherwise, even if RMS has been advised of the possibility of such damages.



**ROCKET MONITORING SERVICES**

Dated: \_\_\_\_\_

**System Owner**

By: \_\_\_\_\_

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

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

**Rocket Monitoring Services, LLC**

By: \_\_\_\_\_

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

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

**Rocket Monitoring Services, LLC**

P.O. Box 925

Cape Canaveral, FL 32920

Telephone: 321-613-3321

Cell: 321-505-0504

Email: support@rocketmonitoring.com