

**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, 2023 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 2023 Schodack Town Budget and as such Traffic Prosecutor shall prosecute all non-criminal traffic tickets issued by the New York State Police and Rensselaer County Sheriff's Office 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

ATTORNEY: PHILIP J. DANAHER, ESQ
77 Troy Road
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, 2023.

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 ^{27th} day of January, 2023 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 - \$285.00 per hour; Associates - \$180.00 per hour; Paralegals - \$105.00 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, 2023, 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.
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.



20 Corporate Woods Blvd.
Albany, New York 12211
tel: 518 462 0300
fax: 518 462 5037
www.girvinlaw.com

Patrick J. Fitzgerald III
Partner

pjf@girvinlaw.com

January 1, 2023

Charles Peter
Town Supervisor
Town of Schodack
265 Schuurman Road
Castleton, NY 12033

Re: Letter of Engagement and Retainer

Dear Supervisor Harris:

This letter will serve as the written Letter of Engagement and Retainer setting forth the agreement by which the Town of Schodack (the "Town") has retained the services of Girvin & Ferlazzo, P.C., to act as its attorneys for calendar year 2023.

Girvin & Ferlazzo, P.C., has agreed to represent the Town in connection with labor and employment matters, including, but not limited to: collective bargaining and advice and guidance on contract issues, grievances, personnel matters, matters arising under the Civil Service Law and/or Public Officers Law, and other labor relations issues.

The attorneys primarily responsible for providing these legal services to the Town are shareholders James E. Girvin and Patrick J. Fitzgerald, each of whom can be reached at the above address and telephone number.

In consideration for these services, the Town has agreed to pay to Girvin & Ferlazzo, P.C. an hourly rate of Two Hundred Dollars (\$200) per hour.

In addition to the hourly fee, the Town is also responsible for reimbursing Girvin & Ferlazzo, P.C. for any costs or disbursements which may be advanced on the Town's behalf, such as the cost of court filing fees, overnight delivery charges, or other similar charges. The Firm does not bill for routine faxes, normal photocopying, or telephone charges.

We will send the Town a monthly statement every 30 days itemizing the legal services provided, the attorney(s) performing such services, the hourly rate applied, the total attorneys' fees incurred for that period, any costs and disbursements incurred for that period, and the total balance due. We expect any balance due shown on a bill to be paid within 30 days of the date of the bill.

It is hereby agreed that the aggregate amount of attorneys' fees billed by Girvin & Ferlazzo, P.C., to the Town in any given calendar year shall not exceed the sum of Ten Thousand Dollars (\$10,000), and Girvin & Ferlazzo, P.C. will not perform additional work pursuant to this Letter of Engagement and Retainer or bill for additional attorney's fees without the prior written approval of the Town.

In the event that there is a dispute as to fees, the Town may have the right to arbitrate the dispute pursuant to Part 137 of the Rules of the Chief Administrator. We would be happy to provide the Town with a copy of these rules at your request. Enclosed for your review is a Statement of Client's Rights and Responsibilities.

Under our document retention policy, we normally destroy files seven (7) years after a matter is closed, unless other arrangements are made with the client. Copies of all pleadings and correspondence, and most other documents, will be provided to the Town throughout our representation. The Town should retain these copies for its records.

Thank you for allowing us to be of service to the Town of Schodack.

Very truly yours,

GIRVIN & FERLAZZO, P.C.

By:


Patrick J. Fitzgerald III

Agreed:

TOWN OF SCHODACK

By: _____

Date

AGREEMENT

WHEREAS, the Town of Schodack, and Castleton Volunteer Ambulance Services, Inc. entered into an agreement for the provision of emergency medical and related emergency ambulance services effective January 1988; and

WHEREAS, pursuant to the a verbal agreement between the Town of Schodack and Castleton Volunteer Ambulance Service, Inc. the service area was extended to include the Schodack Center Protective District effective October 1, 2003 as previously served by the W. F. Bruen Rescue Squad; and

WHEREAS, the provisions of said agreement specifically provide that it may be renewed, subject to the availability of funds, annually thereafter unless terminated or canceled by mutual agreement of the parties hereto or by condition contained therein; and

WHEREAS, the Town of Schodack has budgeted and collected funds pursuant to the terms of said agreement; and

WHEREAS, the parties hereto wish to extend the effective date of said agreement from January 1, 2023 through December 31, 2023; and

WHEREAS, the Supervisor of the Town of Schodack has been authorized by the Town Board of said municipality to execute said extension; and

WHEREAS, the President of the Castleton Volunteer Ambulance Service, Inc. has been authorized by the membership to execute said extension.

NOW, THEREFORE, IT IS AGREED, that the agreement is hereby renewed for the period from January 1, 2023 through December 31, 2023, in the amount of **One Hundred Eighty Thousand Five Hundred Ninety Dollars (\$180,590.00)**; and It is further AGREED, that users of ambulance services shall be billed according to the fee schedule which is annexed hereto as Exhibit A; and it is further

AGREED, that Castleton Volunteer Ambulance Services, Inc., may apply to the Town for an amended schedule of fees during the term of this agreement, consistent and in conformance with applicable state and federal billing rules and requirements; and it is further

AGREED, that Castleton Volunteer Ambulance Services, Inc., shall provide the Town, on a quarterly basis, with a report showing fees collected pursuant to this agreement; such reports to be filed by April 20, 2023, July 20, 2023, October 20, 2023 and January 20, 2024 for the previous quarter; and it is further

AGREED, that all other terms and conditions shall be in full force and effect as if fully set forth herein.

TOWN OF SCHODACK

DATED:

Charles J. Peter, Supervisor
(Resolution 2023-060)

**CASTLETON VOLUNTEER
AMBULANCE SERVICE**

Jan Dikant, President
Castleton Volunteer Ambulance

AGREEMENT

WHEREAS, the Town of Schodack, and Nassau Ambulance, Inc. entered into an agreement for the provision of emergency medical and related emergency ambulance services effective January 1, 2023; and

WHEREAS, the provisions of said agreement (annexed hereto) specifically provide that it may be renewed, subject to the availability of funds, annually thereafter unless terminated or cancelled by mutual agreement of the parties hereto or by condition contained therein; and

WHEREAS, the Town of Schodack has budgeted and collected funds pursuant to the terms of said agreement; and

WHEREAS, the parties hereto wish to extend the effective date of said agreement from January 1, 2023, through December 31, 2023; and

WHEREAS, the Supervisor of the Town of Schodack has been authorized by the Town board of said municipality to execute said extension pursuant to Resolution 2023-060 adopted on January 12, 2023; and

WHEREAS, the President of Nassau Ambulance, Inc. has been authorized by the membership to execute said extension,

NOW, THEREFORE, IT IS RESOLVED that the agreement is hereby renewed for the period of January 1, 2023, through December 31, 2023, in the amount of **One Hundred Fifteen Thousand Dollars (\$115,000)**; and it is further

AGREED, that users of ambulance services shall be billed according to the fee schedule which is annexed hereto as Exhibit A; and it is further

AGREED, that Nassau Ambulance, may apply to the Town for an amended schedule of fees during the term of this agreement, consistent and in conformance with applicable state and federal billing rules and requirements; and it is further

AGREED, that Nassau Ambulance, Inc., shall provide the Town, on a quarterly basis, with a report showing fees collected pursuant to this agreement; such reports to be filed by April 20, 2023, July 20, 2023, October 20, 2023 and January 20, 2024 for the previous quarter; and it is further

AGREED, that all other terms and conditions shall be in full force and effect as if fully set forth herein.

TOWN OF SCHODACK

DATED:

Charles J. Peter, Supervisor
(Resolution 2023-060)

NASSAU AMBULANCE, INC.

Bruce Hosley, Chairman
Board of Directors

EAST SCHODACK FIRE PROTECTION CONTRACT

THIS AGREEMENT made the ___ day of January 2023 between The TOWN BOARD OF THE TOWN OF SCHODACK, on behalf of the Nassau Lake West Fire Protection District, located in said Town in the County of Rensselaer, State of New York, hereinafter designated as the Party of the First Part, and EAST SCHODACK FIRE DISTRICT NO. 1, located in the County of Rensselaer, State of New York, hereinafter designated as the Party of the Second Part,

W I T N E S S E T H:

WHEREAS, there has been duly established in the said Town of Schodack a fire protection district, known as the Nassau Lake West Fire Protection District, embracing territory in said Town adjacent to the East Schodack Fire District, as such territory is more fully described in the order establishing such district, and duly adopted by the Town Board of said Town on the 10th day of October, 1957, and

WHEREAS, following a public hearing to consider the proposed provision of this contract duly called by said Town Board on the 10th day of November, 1994, pursuant to Section 184 of the Town Law, said Town Board, by resolution dated December 29, 1994, duly authorized a contract with the East Schodack Fire District for the furnishing of fire protection to said protection district upon the terms and conditions as herein set forth, and

WHEREAS, this contract has been duly authorized by a resolution of the Board of Fire Commissioners of the East Schodack Fire District, dated _____, and

the East Schodack Fire District No. 1, has duly approved the proposed provisions of said contract and expressed their willingness to consent to the terms of this contract, said consent duly executed by its authorized officer, being annexed hereto and made a part hereof,

NOW, THEREFORE, the Party of the First Part does hereby engage the Party of the Second Part and its Fire Department to provide fire protection to said Nassau Lake West Fire Protection District, and said Party of the Second Part, through its Fire Department, agrees to provide such fire protection in the manner and subject to the terms and conditions set forth, to wit:

1. The Fire Department of the said Party of the Second Part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in said Fire Protection District, and when notified by alarm, telephone call, or request from any person within said Fire Protection District, of a fire within said District, such Fire Department shall respond and attend upon the fire without delay with suitable ladder, fire pumping and hose equipment and apparatus and the firemen necessary to properly and adequately operate same, and upon arriving at the scene of any such fire, the attending firemen shall proceed diligently, and in every way reasonably possible under the circumstances to extinguish the fire and to save any lives or property endangered thereby.
2. In consideration of the furnishing of such aid and fire protection and the use of the apparatus and equipment and the services of the firemen as aforesaid, the Party of the First Part hereby agrees to pay to the Party of

the Second Part the sum of **Ninety-three Thousand Seven Hundred Dollars (\$93,700.00)**, which sum shall be payable on April 1, 2023 and upon April 1st of each year thereafter until the termination of this contract; it being the intention of the parties hereto that the said sum shall be in payment for the furnishing of aid and fire protection and the use of the apparatus and equipment and the services of the firemen and any special expense incurred in the operation of such fire apparatus and equipment, together with the cost of any materials including gasoline and transportation charges. This contract is one of two of similar content providing for protection to said Fire Protection District, the other being with the Nassau Fire District No. 1.

3. The Party of the Second Part and its Fire Department will at all times during the life of this contract, carry public liability and property damage protection indemnifying and protecting the Party of the First Part and the Nassau Lake West Fire Protection District from the negligence of the Fire Department and its members in the operation of fire department vehicles with limits of **One Million Dollars (\$1,000,000.00)** for personal injuries and **Three Hundred Thousand Dollars (\$300,000.00)** for property damage and provide necessary certificates of insurance, this contract to be terminable if not done.
4. Members of the Fire Department of the Party of the Second Part, while engaged in the performance of their duties in answering, attending upon, or returning from any call, or fire, provided for by this contract, shall have

the same rights, privileges and immunities as if performing the same duties within the East Schodack Fire District No. 1.

5. The monies required to be paid, or expended, by said Town under the terms of this Agreement, shall be a charge upon the Nassau West Fire Protection District to be levied and assessed upon the taxable property in said district and collected at the same time and in the same manner as Town taxes.
6. This Agreement shall become effective January 1, 2023. It shall be deemed renewed on the same basis each year thereafter for a further term of one full calendar year without any further Public Hearing unless one of the contracting parties herein shall notify the other in writing on or before the 20th day of August that it elects to terminate the contract on December 31st in such year. However, the full term of this contract, including renewals, shall not exceed five years.
7. This contract is written pursuant to Article II, Section 184 of Town Law.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement in duplicate dated the ___th day of January 2023.

**TOWN OF SCHODACK
ON BEHALF OF THE NASSAU LAKE
WEST FIRE PROTECTION DISTRICT**

BY: _____
**Charles J. Peter, Supervisor
(Resolution 2023-061)**

EAST SCHODACK FIRE DISTRICT NO. 1

BY: _____
Michael Buckbee, Chairman
East Schodack Fire District No. 1

STATE OF NEW YORK)
) ss.
COUNTY OF RENSSELAER)

On this ___ day of January 2023, before me the subscriber, personally appeared Charles J. Peter, to me personally known, who being by me duly sworn, did depose and say that he resides in the Town of Schodack, Rensselaer County, New York, that he is the Supervisor of the Town of Schodack, on behalf of the Nassau Lake West Fire Protection District, the corporation described in and which executed the foregoing Instrument; that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Town Board of said town of Schodack; and that he signed her name thereto by like order.

Notary Public, State of New York
My Commission Expires: April 4, 2025

STATE OF NEW YORK)
) ss.
COUNTY OF RENSSELAER)

On this ____ day of _____ 2023, before me, the subscriber, personally appeared Michael Buckbee known to me personally, who being by me duly sworn, did depose and say that he resides in East Schodack, Rensselaer County, New York; that he is the Chairman of the Board of Commissioners of the East Schodack Fire District No. 1, the corporation described in an which executed the foregoing Instrument; that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the East Schodack Fire District No. 1; and that he signed his name thereto by like order.

Notary Public, State of New York
My Commission Expires:

NASSAU FIRE PROTECTION CONTRACT

THIS AGREEMENT made the ___ day of January 2023 between the TOWN BOARD OF THE TOWN OF SCHODACK, on behalf of the Nassau Lake West Fire Protection District, located in said Town in the County of Rensselaer, State of New York, hereinafter designated as the Party of the First Part, and NASSAU FIRE DISTRICT NO. 1, located in the County of Rensselaer, State of New York, hereinafter designated as the Party of the Second Part,

W I T N E S S E T H . .

WHEREAS, there has been duly established in the said Town of Schodack a fire protection district, known as the Nassau Lake West Fire Protection District, embracing territory in said Town adjacent to the Village of Nassau, as such territory is more fully described in the order establishing such district, and duly adopted by the Town Board of said Town on the 10th day of October, 1957, and

WHEREAS, following a public hearing to consider the proposed provision of this contract duly called by said Town Board on the 10th day of November, 1994, pursuant to Section 184 of the Town Law, said Town Board, by resolution dated December 29, 1994, duly authorized a contract with the Nassau Fire District for the furnishing of fire protection to said protection district upon the terms and conditions as herein set forth, and

WHEREAS, this contract has been duly authorized by a resolution of the Board of Commissioners of the Nassau Fire District, dated _____ 2023, and Nassau Fire District No. 1, has duly approved the proposed provisions of said contract and

expressed their willingness to consent to the terms of this contract, said consent duly executed by its authorized officer, being annexed hereto and made a part hereof,

NOW, THEREFORE, the Party of the First Part does hereby engage the Party of the Second Part and its Fire Department to furnish fire protection to said Nassau Lake West Fire Protection District, and said Party of the Second Part, through its Fire Department, agrees to furnish such fire protection in the manner and subject to the terms and conditions set forth, to wit:

1. The Fire Department of the said Party of the Second Part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in said Fire Protection District, and when notified by alarm, telephone call, or request from any person within said Fire Protection District, of a fire within said District, such Fire Department shall respond and attend upon the fire without delay with suitable ladder, fire pumping and hose equipment and apparatus and the firemen necessary to properly and adequately operate same, and upon arriving at the scene of any such fire, the attending firemen shall proceed diligently, and in every way reasonably possible under the circumstances to extinguish the fire and to save any lives or property endangered thereby.
2. In consideration of the furnishing of such aid and fire protection and the use of the apparatus and equipment and the services of the firemen as aforesaid, the Party of the First Part hereby agrees to pay to the Party of the Second Part the sum of **Fifty-five Thousand Dollars (\$55,000.00)**, which sum shall be payable on April 1, 2023 and upon April 1st of each

year thereafter until the termination of this contract; it being the intention of the parties hereto that the said sum shall be in payment for the furnishing of aid and fire protection and the use of the apparatus and equipment and the services of the firefighters and any special expense incurred in the operation of such fire apparatus and equipment, together with the cost of any materials including gasoline and transportation charges. This contract is one of two of similar content providing for protection to said Fire Protection District, the other being with the East Schodack Fire District No. 1.

3. The Party of the Second Part and its Fire Department will at all times during the life of this contract, carry public liability and property damage protection indemnifying and protecting the Party of the First Part and the Nassau Lake West Fire Protection District from the negligence of the Fire Department and its members in the operation of fire department vehicles with limits of **One Million Dollars (\$1,000,000.00)** for personal injuries and **Three Hundred Thousand Dollars (\$300,000.00)** for property damage and provide necessary certificates of insurance, this contract to be terminable if not done.
4. Members of the Fire Department of the Party of the Second Part, while engaged in the performance of their duties in answering, attending upon, or returning from any call, or fire, provided for by this contract, shall have the same rights, privileges and immunities as if performing the same duties within the Nassau Fire District No. 1.

5. The monies required to be paid, or expended, by said Town under the terms of this Agreement, shall be a charge upon the Nassau West Fire Protection District to be levied and assessed upon the taxable property in said district and collected at the same time and in the same manner as Town taxes.
6. This Agreement shall become effective January 1, 2023. It shall be deemed renewed on the same basis each year thereafter for a further term of one full calendar year without any further Public Hearing unless one of the contracting parties herein shall notify the other in writing on or before the 20th day of August that it elects to terminate the contract on December 31st in such year. However, the full term of this contract, including renewals, shall not exceed five years.
7. This contract is written pursuant to Article II, Section 184 of Town Law.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement in duplicate dated the ____ day of _____ 2023.

**TOWN OF SCHODACK
ON BEHALF OF THE NASSAU LAKE
WEST FIRE PROTECTION DISTRICT**

NASSAU FIRE DISTRICT NO. 1

**BY: _____
Charles J. Peter, Supervisor
(Resolution 2023-061)**

**BY: _____
Matthew Cooper,
Board of Fire Commissioners**

STATE OF NEW YORK)
) ss.
COUNTY OF RENSSELAER)

On this ____ day of January 2023, before me the subscriber, personally appeared Charles J. Peter, to me personally known, who being by me duly sworn, did depose and say that he resides in the Town of Schodack, Rensselaer County, New York, that he is the Supervisor of the Town of Schodack, on behalf of the Nassau Lake West Fire Protection District, the corporation described in and which executed the foregoing Instrument; that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Town Board of said Town of Schodack; and that he signed her name thereto by like order.

Notary Public, State of New York
My Commission Expires: April 4, 2025

STATE OF NEW YORK)
) ss.
COUNTY OF RENSSELAER)

On this ____ day of January 2023, before me, the subscriber, personally appeared Matthew Cooper known to me personally, who being by me duly sworn, did depose and say that he resides in the Village of Nassau, Rensselaer County, New York; that he is the Chairman of the Board of Commissioners of the Nassau Fire District No. 1, the corporation described in an which executed the foregoing Instrument; that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Nassau Fire District No. 1; and that he signed his name thereto by like order.

Notary Public, State of New York
My Commission Expires: _____

CONSENT TO FIRE PROTECTION CONTRACT

KNOW ALL MEN BY THESE PRESENTS, that the Nassau Fire District No. 1, located in the Village of Nassau, County of Rensselaer, State of New York does hereby consent to the execution of a contract between the said Fire District and the Town Board of the Town of Schodack on behalf of the Nassau Lake West Fire Protection District for the provision of fire protection by this Fire Company to said District, a copy of which contract is annexed hereto, and said Fire Company agrees to the terms of such contract and the obligations arising thereunder.

IN WITNESS WHEREOF, the said Nassau Fire District No. 1, has caused these presents to be signed by its duly authorized officer.

DATED: January ___ 2023

NASSAU FIRE COMPANY NO. 1

BY: _____
Richard Brown, President
Nassau Fire Company No. 1

STATE OF NEW YORK)
) ss.:
COUNTY OF RENSSELAER)

On this ____ day of January 2023, before me came Richard Brown, to me known, and by me duly sworn, did depose and say that he resides in Nassau, Rensselaer County, New York, and that he is the President of the Nassau Fire Company No. 1 to me known, and by me duly sworn, the corporation described in the foregoing Instrument and that he did execute the same.

Notary Public, State of New York
My Commission Expires: _____

CASTLETON FIRE PROTECTION CONTRACT

THIS AGREEMENT made the ____ day of _____ 2023 between the TOWN BOARD OF THE TOWN OF SCHODACK, on behalf of the Schodack Fire Protection District, located in said Town in the County of Rensselaer, State of New York, hereinafter designated as the Party of the First Part, and the VILLAGE OF CASTLETON-ON-HUDSON, located in the County of Rensselaer, State of New York, hereinafter designated as the Party of the Second Part,

W I T N E S S E T H:

WHEREAS, there has been duly established in the said Town of Schodack a fire protection district, known as the Schodack Fire Protection District, embracing territory in said Town adjacent to the Village of Castleton-on-Hudson, as such territory is more fully described in the order establishing such district, and duly adopted by the Town Board of said Town on the 15th day of July, 1959, but deleting therefrom the lands of the Brown Paper Company/Fort Orange Paper Company, now a part of the Village of Castleton-on-Hudson, and

WHEREAS, following a public hearing to consider the proposed provision of this contract duly called by said Town Board on the 13th day of June, 2013, pursuant to Section 184 of the Town Law, said Town Board, by resolution dated May 23rd, 2013, duly authorized a contract with the Village of Castleton-on-Hudson for the provision of fire protection to said protection district upon the terms and conditions as herein set forth, and

WHEREAS, this contract has been duly authorized by a resolution of the Board of Trustees of the Village of Castleton-on-Hudson, dated _____, and the Castleton Fire Company, Inc., comprising the Fire Department of said Village, has duly approved the proposed provisions of said contract and expressed their willingness to consent to the terms of this contract, said consent duly executed by its authorized officer, being annexed hereto and made a part hereof,

NOW, THEREFORE, the Party of the First Part does hereby engage the Party of the Second Part and its Fire Department to provide fire protection to said Schodack Fire Protection District, and said Party of the Second Part, through its Fire Department, agrees to furnish such fire protection in the manner and subject to the terms and conditions set forth, to wit:

1. The Fire Department of the said Party of the Second Part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in said Fire Protection District, and when notified by alarm, telephone call, or request from any person within said Fire Protection District, of a fire within said District, such Fire Department shall respond and attend upon the fire without delay with suitable ladder, fire pumping and hose equipment and apparatus and the firemen necessary to properly and adequately operate same, and upon arriving at the scene of any such fire, the attending firemen shall proceed diligently, and in every way reasonably possible under the circumstances to extinguish the fire and to save any lives or property endangered thereby.

2. In consideration of the furnishing of such aid and fire protection and the use of the apparatus and equipment and the services of the firemen as aforesaid, the Party of the First Part hereby agrees to pay to the Party of the Second Part the sum of **Fifty Thousand Dollars (\$50,000.00)**, which sum shall be payable on April 1, 2023 and upon April 1st of each year thereafter until the termination of this contract; it being the intention of the parties hereto that the said sum shall be in payment for the furnishing of aid and fire protection and the use of the apparatus and equipment and the services of the firemen and any special expense incurred in the operation of such fire apparatus and equipment, together with the cost of any materials including gasoline and transportation charges.
3. The Party of the Second Part and its Fire Department will at all times during the life of this contract, carry public liability and property damage protection indemnifying and protecting the Party of the First Part and the Schodack Fire Protection District from the negligence of the Fire Department and its members in the operation of fire department vehicles with limits of **One Million Dollars (\$1,000,000.00) for personal injuries and Three Hundred Thousand Dollars (\$300,000.00)** for property damage and provide necessary certificates of insurance, this contract to be terminable if not done.
4. Members of the Fire Department of the Party of the Second Part, while engaged in the performance of their duties in answering, attending upon, or returning from any call, or fire, provided for by this contract, shall have

the same rights, privileges and immunities as if performing the same duties within the Village of Castleton-on-Hudson and nothing herein contained shall be deemed to limit or affect in any way the responsibility or liability of the Town for injury sustained by any firefighter or for the death of any firefighter while engaged upon the performance of his or her duties, and otherwise, as provided by section 205 of the General Municipal Law or any other statute of the State of New York.

5. The monies required to be paid, or expended, by said Town under the terms of this Agreement, shall be a charge upon the Schodack Fire Protection District to be levied and assessed upon the taxable property in said district and collected at the same time and in the same manner as Town taxes.
6. This Agreement shall become effective January 1, 2023; it shall be deemed renewed on the same basis each year thereafter for a further term of one full calendar year without any further Public Hearing unless one of the contracting parties herein shall notify the other in writing on or before the 20th day of August that it elects to terminate the contract on December 31st in such year. However, the full term of this contract, including renewals, shall not exceed five years.
7. This contract is written pursuant to Article II, Section 184 of Town Law.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement in duplicate dated the ____ day of _____ 2023.

TOWN OF SCHODACK
ON BEHALF OF THE
SCHODACK FIRE PROTECTION
DISTRICT

VILLAGE OF
CASTLETON-ON-HUDSON

BY: _____
Charles J. Peter, Supervisor
(Resolution 2023-061)

BY: _____
Joseph Keagan, Mayor

STATE OF NEW YORK)
) ss:
COUNTY OF RENSSELAER)

On this ____ day of _____ 2023, before me the subscriber, personally appeared Charles J. Peter, to me personally known, who being by me duly sworn, did depose and say that he resides in the Town of Schodack, Rensselaer County, New York, that he is the Supervisor of the Town of Schodack, the corporation described in and which executed the foregoing Instrument; that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Town Board of said Town of Schodack; and that he signed her name thereto by like order.

Notary Public, State of New York
My Commission Expires: April 4, 2025

STATE OF NEW YORK)
) ss.:
COUNTY OF RENSSELAER)

On this _____ day of _____ 2023, before me, the subscriber, personally appeared _____, known to me personally, who being by me duly sworn, did depose and say that he resides in the Village of Castleton-on-Hudson, Rensselaer County, New York; that he is the Mayor of the Village of Castleton-on-Hudson, the corporation described in an which executed the foregoing Instrument; that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Village Board of said Village of Castleton-on-Hudson; and that she signed his name thereto by like order.

Notary Public, State of New York
My Commission Expires: _____

CONSENT TO FIRE PROTECTION CONTRACT

KNOW ALL MEN BY THESE PRESENTS, that the Castleton Fire Company, Inc., located in the Village of Castleton-on-Hudson, County of Rensselaer, New York does hereby consent to the execution of a contract between the said Fire District and the Town Board of the Town of Schodack on behalf of the Schodack Fire Protection District for the providing of fire protection by said Village and this Fire Company to said District, a copy of which contract is annexed hereto, and said Fire Company agrees to the terms of such contract and the obligations arising thereunder.

IN WITNESS WHEREOF, the said Castleton Fire Company, Inc. has caused these presents to be signed by its duly authorized officer.

DATED: **CASTLETON FIRE COMPANY, INC.**

BY: _____

STATE OF NEW YORK)
) ss.:
COUNTY OF RENSSELAER)

On this day of _____ 2023, before me came _____, to me known, and by me duly sworn, did depose and say that he resides in the Town of Schodack, Rensselaer County, New York, and that he is the President of the Castleton Fire Company, Inc., the corporation described in the foregoing Instrument and that he did execute the same.

Notary Public, State of New York
My Commission Expires: _____

ADDENDUM

WHEREAS, the Town of Schodack and the Village of Castleton-on-Hudson entered into an agreement for the provision of fire protection service for the Schodack Fire Protection District, effective January 1, 2023; and

WHEREAS, the provisions of Agreement (annexed hereto) provide that it will be renewed annually thereafter for a full term not to exceed five years, unless terminated or cancelled by the parties hereto; and

WHEREAS, the parties hereto have not terminated or cancelled the Agreement and it therefore continues in effect; and

WHEREAS, the Supervisor of the Town of Schodack, with approval of the Town Board after a public hearing, established in the 2023 budget for the period from January 1, 2023 through December 31, 2023, the sum of **Fifty Thousand Dollars (\$50,000.00)** as payment to the Village of Castleton-on-Hudson pursuant to the Agreement for fire protection services for such period.

NOW, THEREFORE, IT IS AGREED, that Paragraph 2 of the Agreement is hereby amended to the extent that the payment from the Town of Schodack to the Village of Castleton-on-Hudson for the period from January 1, 2023 through December 31, 2023 shall be **Fifty Thousand Dollars (\$50,000.00)**; and

IT IS FURTHER AGREED, that all other terms and conditions of the Agreement shall remain in full force and effect.

TOWN OF SCHODACK

DATED:

Charles J. Peter, Supervisor

VILLAGE OF CASTLETON-ON-HUDSON

Joseph Keagan, Mayor

AGREEMENT

THIS AGREEMENT made as of the ___ day of January 2021 by and between the **TOWN of SCHODACK**, a municipal corporation (Party of the First Part) with its principle offices at 265 Schuurman Road, Castleton-on-Hudson, New York 12033 and the **CASTLETON PUBLIC LIBRARY** (Party of the Second Part) located at 85 South Main Street, Castleton-on-Hudson, New York 12033,

WITNESSETH:

THAT the parties hereto, pursuant to the provision of the Education Law of the State of New York, do hereby mutually covenant and agree:

- 1) The Party of the Second Part shall henceforth and as long as this contract is in force furnish free and full library privileges to the people of the Town of Schodack, Rensselaer County, New York, under reasonable rules and regulations of the Party of the Second Part.
- 2) In consideration of the foregoing, the Party of the First Part does hereby appropriate the sum of ONE HUNDRED SEVENTY-SIX THOUSAND DOLLARS (\$176,000.00) to the Party of the Second Part during the calendar year 2023. Pursuant to statute, such sum shall be charged upon the said Town of Schodack and shall be paid directly to the treasurer of the Library.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this agreement this ____ day of January 2023.

TOWN OF SCHODACK

Charles J. Peter, Supervisor
(Resolution 2023-062)

ATTEST:

CASTLETON PUBLIC LIBRARY

Shane Mitchum, President

Town Clerk

AGREEMENT

THIS AGREEMENT made as of the _____ day of January 2023 by and between the **TOWN of SCHODACK**, a municipal corporation (Party of the First Part) with its principle offices at 265 Schuurman Road, Castleton-on-Hudson, New York 12033 and the **EAST GREENBUSH COMMUNITY LIBRARY**, located at 10 Community Way, East Greenbush, New York 12061 (Party of the Second Part).

WITNESSETH:

THAT the parties hereto, pursuant to the provision of the Education Law of the State of New York, do hereby mutually covenant and agree:

- 1) The Party of the Second Part shall henceforth and as long as this contract is in force, furnish free and full library privileges to the people of the Town of Schodack, Rensselaer County, New York, under reasonable rules and regulations of the Party of the Second Part.
- 2) In consideration of the foregoing, the Party of the First Part does hereby appropriate the sum of **Three Hundred Thirty-nine Thousand Two Hundred Dollars (\$339,200.00)** to the Party of the Second Part during the calendar year 2023. Pursuant to statute, such sum shall be charged upon the said Town of Schodack and shall be paid directly to the treasurer of the Library.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this agreement this _____ day of January 2023.

TOWN OF SCHODACK

Charles J. Peter, Supervisor
(Resolution 2023-062)

ATTEST:

EAST GREENBUSH COMMUNITY LIBRARY

Michael Poost, President

Town Clerk

AGREEMENT

THIS AGREEMENT made as of the ___ day of January 2023 by and between the **TOWN of SCHODACK**, a municipal corporation (Party of the First Part) with its principle offices located at 265 Schuurman Road, Castleton-on-Hudson, New York and the **NASSAU FREE LIBRARY** (Party of the Second Part) located at 18 Church Street, Nassau, New York 12123 (Mailing Address: Post Office Box 436, Nassau, New York 12123-0436),

W I T N E S S E T H:

THAT the parties hereto, pursuant to the provision of the Education Law of the State of New York, do hereby mutually covenant and agree:

- 1) The Party of the Second Part shall henceforth and as long as this contract is in force, furnish free and full library privileges to the people of the Town of Schodack, Rensselaer County, New York, under reasonable rules and regulations of the Party of the Second Part.
- 2) In consideration of the foregoing, the Party of the First Part does hereby appropriate the sum of THIRTY-SIX THOUSAND DOLLARS (\$36,000.00) to the Party of the Second Part during the calendar year 2023. Pursuant to statute, such sum shall be charged upon the said Town of Schodack and shall be paid directly to the treasurer of the Library.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this agreement this ___ day of January 2023.

TOWN OF SCHODACK

Charles J. Peter, Supervisor
(Resolution 2023-062)

NASSAU FREE LIBRARY

Athena Batsios, President

ATTEST

Town Clerk

AGREEMENT

This agreement made this __ day of January, 2023, by and between the Town of Schodack, a municipal subdivision of the State of New York, having an office a 265 Schuurman Road, Castleton, New York 12033, hereafter "Town" and the Anchor

WHEREAS, the Anchor is a charitable organization, that provides food to needy citizens of the Town of Schodack, particularly children and senior citizens; and

WHEREAS, the Town wishes to support this worthwhile enterprise;

NOW, the parties agree as follows:

1. The Town shall pay to the Anchor the sum of \$1,000.00 on or before February 28, 2023;
2. The Anchor shall use those funds to further its charitable purposes, and specifically to provide food at no cost to needy citizens of the Town of Schodack particularly seniors and children.

Town of Schodack

The Anchor

BY: _____
Charles J. Peter, Supervisor
(Resolution 2023-063)

BY: _____

AGREEMENT

This Agreement made the ___ day of January, 2023, by and between the Town of Schodack (hereinafter referred to as “the Town”), a municipal corporation whose principal offices are located at 265 Schuurman Road, Castleton-on-Hudson, New York, party of the first part, and Peter J. Andrew VFW Post 7337 (hereinafter referred to as “the Vendor”), whose principal location is 105 Scott Avenue, Castleton-on-Hudson, in the Town of Schodack, County of Rensselaer, party of the second part,

WHEREAS, the Vendor provides certain services to the residents of the Town, and the Town wishes to support such services for its residents,

NOW, THEREFORE, WITNESSETH that the parties hereto agree as follows:

1. The Vendor agrees to provide the community services set forth herein. In consideration of the Vendor rendering said services, the Town hereby agrees to pay over to the Vendor the sum of Five Thousand Dollars (\$5,000) payable in the manner hereinafter set forth.
2. The Vendor agrees to bill the Town once annually for the entire contract amount through completion of a standard claim submitted to the Town;
3. The Vendor further agrees as follows:
 - a. to identify and assist in the development of sources of future funding other than by the Town;
 - b. not to assign, transfer, convey, sub-lease or otherwise dispose of this agreement or right, title, or interest therein or the power to execute same to any other persons, company or corporation without the previous written consent of the Town;
 - c. to take out and maintain liability insurance on all locations and facilities and hold harmless the Town from claims, damages, or injuries to persons or property of whatsoever kind or nature arising out of services performed by the Vendor under the terms of this Agreement;
 - d. to make its facility available for meetings for community-based organizations as may be requested from time-to-time; and
 - e. to organize activities for veterans as may be appropriate including, but not limited to, participation in the Memorial Day Parade.

4. The term of this Agreement shall commence on January 1, 2023 and shall continue through December 31, 2023.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year first above written.

Town of Schodack

Peter J. Andrew VFW Post 7337

By: _____
Charles J. Peter, Supervisor
Resolution 2023-063

By: _____

Dated: January 12, 2023

Dated: _____

AGREEMENT

THIS AGREEMENT made this ___ day of January 2023, by and between the TOWN OF SCHODACK (hereinafter referred to as “the Town”), a municipal corporation whose principal offices are located at 265 Schuurman Road, Castleton-on-Hudson, New York, Party of the First Part, and CASTLETON SENIOR CITIZENS (hereinafter referred to as the “Vendor”), whose principal location is Emmanuel Reformed Church, 1150 Maple Hill Road, Castleton-on-Hudson, in the Town of Schodack, County of Rensselaer, Party of the Second Part,

WHEREAS, the Vendor has established, maintained and currently operates programs devoted in whole or in part to the welfare of the aging, and

WHEREAS, pursuant to the provisions of Section 95-a of the General Municipal Law, the Town wishes to contract with Vendor to operate programs devoted in whole or in part to the welfare of the aging;

WITNESSETH:

That the parties hereto agree as follows:

1. The Vendor agrees to provide services as set forth herein.
2. The Town, in consideration of the Vendor rendering said services, hereby agrees to pay over to the Vendor the sum of Five Thousand Hundred Dollars (\$5,000.00), payable in the manner hereinafter set forth.
3. The Vendor agrees to bill the Town once annually for the entire contract amount through completion of a standard vendor claim submitted to the Town.
4. The Vendor further agrees as follows:
 - a. to identify and assist in the development of sources of future funding other than by the Town;
 - b. not to assign, transfer convey, sub-lease or otherwise dispose of this agreement or the right, title or interest therein or the power to execute previous consent, in writing, of the Town;
 - c. to hold the Town harmless from claims, costs, damages, or injuries to persons or property of whatsoever kind or nature arising out of services performed by the Vendor under the terms of this agreement;
 - d. to make any programs that it has and any services provided shall be fully available for the benefit of eligible citizens of the Town of Schodack;
5. The term of agreement shall commence on January 1, 2023 and shall continue through December 31, 2023.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

TOWN OF SCHODACK

By: _____ Dated: January 13, 2023
Charles J. Peter, Supervisor
(Resolution 2023-064)

CASTLETON SENIOR CENTER

By: _____ Dated _____, 2023
President, Castleton Senior Center

AGREEMENT

THIS AGREEMENT made this ___ day of January 2023, by and between the TOWN OF SCHODACK (hereinafter referred to as “the Town”), a municipal corporation whose principal offices are located at 265 Schuurman Road, Castleton-on-Hudson, New York, Party of the First Part, and EDWARD C. SWARTZ SOUTHERN TIER SENIOR CITIZEN CENTER CLUB (hereinafter referred to as the “Vendor”), whose principal location is 1800 East Schodack Road, Castleton-on-Hudson, in the Town of Schodack, County of Rensselaer, Party of the Second Part,

WHEREAS, the Vendor has established, maintained and currently operates programs devoted in whole or in part to the welfare of the aging, and

WHEREAS, pursuant to the provisions of Section 95-a of the General Municipal Law, the Town wishes to contract with Vendor to operate programs devoted in whole or in part to the welfare of the aging;

WITNESSETH:

That the parties hereto agree as follows:

1. The Vendor agrees to provide services as set forth herein.
2. The Town, in consideration of the Vendor rendering said services, hereby agrees to pay over to the Vendor the sum of Five Thousand Hundred Dollars (\$5,000.00), payable in the manner hereinafter set forth.
3. The Vendor agrees to bill the Town once annually for the entire contract amount through completion of a standard vendor claim submitted to the Town.
4. The Vendor further agrees as follows:
 - a. to identify and assist in the development of sources of future funding other than by the Town;
 - b. not to assign, transfer convey, sub-lease or otherwise dispose of this agreement or the right, title or interest therein or the power to execute previous consent, in writing, of the Town;
 - c. to hold the Town harmless from claims, costs, damages, or injuries to persons or property of whatsoever kind or nature arising out of services performed by the Vendor under the terms of this agreement;
 - d. to make any programs that it has and any services provided shall be fully available for the benefit of eligible citizens of the Town of Schodack;
5. The term of agreement shall commence on January 1, 2023 and shall continue through December 31, 2023.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

TOWN OF SCHODACK

By: _____ Dated: January 13, 2023
Charles J. Peter, Supervisor
(Resolution 2023-064)

**EDWARD C. SWARTZ SOUTHERN TIER
SENIOR CITIZEN CENTER**

By: _____ Dated _____, 2023
President, Edward C. Swartz Southern
Tier Senior Citizen Center

AGREEMENT

THIS AGREEMENT made this ____ day of January 2023, by and between the TOWN OF SCHODACK (hereinafter referred to as "the Town"), a municipal corporation whose principal offices are located at 265 Schuurman Road, Castleton-on-Hudson, New York, Party of the First Part, and EDWARD C. SWARTZ SOUTHERN TIER SENIOR CITIZEN CENTER CLUB (hereinafter referred to as the "Vendor"), whose principal location is 1800 East Schodack Road, Castleton-on-Hudson, in the Town of Schodack, County of Rensselaer, Party of the Second Part,

WHEREAS, the Vendor has established, maintained and currently operates programs devoted in whole or in part to the welfare of the aging, and

WHEREAS, pursuant to the provisions of Section 95-a of the General Municipal Law, the Town wishes to contract with Vendor to operate programs devoted in whole or in part to the welfare of the aging;

WITNESSETH:

That the parties hereto agree as follows:

1. The Vendor agrees to provide services as set forth herein.
2. The Town, in consideration of the Vendor rendering said services, hereby agrees to pay over to the Vendor the sum of Five Thousand Hundred Dollars (\$5,000.00), payable in the manner hereinafter set forth.
3. The Vendor agrees to bill the Town once annually for the entire contract amount through completion of a standard vendor claim submitted to the Town.
4. The Vendor further agrees as follows:
 - a. to identify and assist in the development of sources of future funding other than by the Town;
 - b. not to assign, transfer convey, sub-lease or otherwise dispose of this agreement or the right, title or interest therein or the power to execute previous consent, in writing, of the Town;
 - c. to hold the Town harmless from claims, costs, damages, or injuries to persons or property of whatsoever kind or nature arising out of services performed by the Vendor under the terms of this agreement;
 - d. to make any programs that it has and any services provided shall be fully available for the benefit of eligible citizens of the Town of Schodack;
5. The term of agreement shall commence on January 1, 2023 and shall continue through December 31, 2023.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

TOWN OF SCHODACK

By: _____ Dated: January 13, 2023
Charles J. Peter, Supervisor
(Resolution 2023-064)

**EDWARD C. SWARTZ SOUTHERN TIER
SENIOR CITIZEN CENTER**

By: _____ Dated _____, 2023
President, Edward C. Swartz Southern
Tier Senior Citizen Center

2023-067

December 14, 2022
VIA EMAIL & MAIL

Charles Peter, Supervisor
Town of Schodack
Schodack Town Hall
265 Schuurman Road
Castleton, New York 12033

Re: 2023 Contract Addendums
Town of Schodack, New York

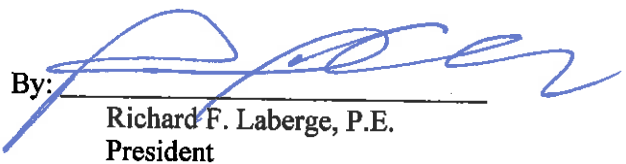
Dear Supervisor Peter:

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

2023-01	Planning & Zoning	Hourly	Escrowed
2023-02	Wastewater	Hourly Up To	\$10,000
2023-03	Water	Hourly Up To	\$10,000
2023-04	Planning & Economic Development	Hourly Up To	\$12,000
2023-05	MS4	Lump Sum	\$48,900

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)
Melissa Knights, Acting Planning Director, w/encs. (via email only)

CONTRACT ADDENDUM NO. 2023 – 01
(Planning & Zoning Services – Multiple LG Project Numbers)

DATED: December 14, 2022

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 2023.

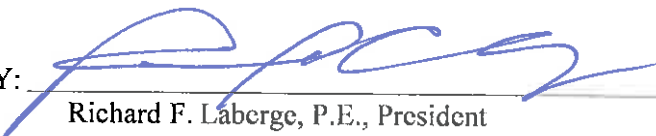
Principal/Project Manager.....	\$224
Project Engineer/Planner.....	\$156
Assistant Engineer/Planner.....	\$117
Administrative Assistant.....	\$83

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

TOWN OF SCHODACK

BY: _____
Charles Peter, Supervisor

LABERGE GROUP

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

CONTRACT ADDENDUM NO. 2023 – 02
(Wastewater Engineering & Planning Services – LG Project Number 2013032)

DATED: December 14, 2022

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.

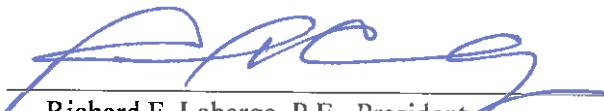
Fee for said services shall be an hourly basis plus expenses not to exceed \$10,000 for 2023.

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

TOWN OF SCHODACK

BY: _____
Charles Peter, Supervisor

LABERGE GROUP

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

CONTRACT ADDENDUM NO. 2023-03
(Water Engineering & Planning Services – LG Project Number 2013082)

DATED: December 14-, 2022

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.

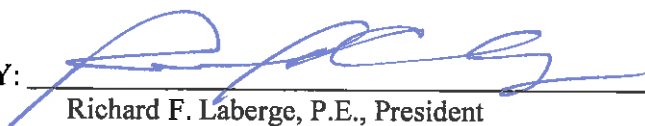
Fee for said services shall be an hourly basis plus expenses not to exceed \$10,000 for 2023.

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

TOWN OF SCHODACK

BY: _____
Charles Peter, Supervisor

LABERGE GROUP

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

CONTRACT ADDENDUM NO. 2023 – 04
(General Planning & Economic Development Services – LG Project Number 2013041)

DATED: December 14, 2022

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.

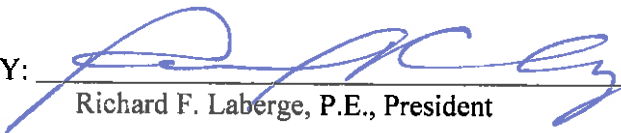
Fee for said services shall be an hourly basis plus expenses not to exceed \$12,000 for 2023.

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

TOWN OF SCHODACK

BY: _____
Charles Peter, Supervisor

LABERGE GROUP

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

CONTRACT ADDENDUM NO. 2023 – 05
(2021-2022 MS4 Program LG Project Number 2014017)

DATED: December 14, 2022

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, 2023 – March 9, 2024. Services for each task listed will be billed monthly.

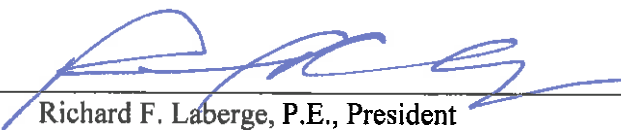
Services	Fee
Administration	\$17,500
Field Work & Testing	\$26,000
Coalition Meetings	<u>\$ 5,400</u>
Total	<u>\$48,900</u>

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

TOWN OF SCHODACK

BY: _____
Charles Peter, Supervisor

LABERGE GROUP

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

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: Shawn Zinzow Telephone: 518-894-3863 Email: shawnzinzow@yahoo.com

1. Term of Agreement:

This Agreement is for a term of 1 year, January 1, 2023 through December 31, 2023.

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 ¼ hr. minimum. Excessive VeriComm calls (over 30 per month)

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.



Rocket Monitoring Services

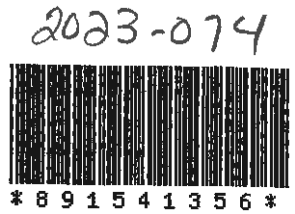
PO Box 925
Cape Canaveral, FL 32920

Invoice

Date	Invoice #
1/3/2023	2018

Bill To
Town Of Schodack 265 Schuuman Road Castleton, NY 12033

P.O. No.	Terms	Due Date	Rep	Site/Project Name	
	Net 30	1/27/2023	MC	2023 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 2023 - January - December		1	300.00	300.00
321-613-3321			sales@rocketmonitoring.com		www.rocketmonitoring.com
Total				\$1,500.00	



Branch: 6447	Sales Representative: Sheena Lozano	Today's Date: 1/5/2023
--------------	-------------------------------------	------------------------

Customer Information			
Business Name:	TOWN OF SCHODACK	Phone:	(518)477-7918
Address:	265 SCHUURMAN ROAD CASTLETON ON HUDSON, NY 12033	Billing Address:	265 SCHUURMAN ROAD CASTLETON ON HUDSON, NY 12033

Agreement Summary

This Commercial Proposal and Sales Agreement ("Agreement") is entered into between ADT Commercial LLC, with principal offices at 1501 Yamato Road, Boca Raton, FL 33431 ("ADT") and the customer identified above ("Customer", together with ADT, the "Parties"), effective as of the date written above ("Effective Date"), governing the sale of products, equipment, components, hardware, and software ("Product(s)", and/or security, fire, and life safety services ("Service(s)") at Customer's properties or locations ("Premises"), as set forth below.

Recurring Service Charges: \$60.90 per month

Customer agrees to pay the Recurring Services Charges shown above, plus applicable taxes and surcharges as set forth in the Agreement, for the usage of any ADT Owned Equipment and any other Recurring Services selected. Customer has made an advance payment of Recurring Services Charges in the amount of \$0.00 at the time of sale.

Term Length: 12 Months

Pricing under this Agreement is based on an agreement term of -Twelve (12) months.

Site Location Information			
Location Name:	Town of Schodack - Highway Garage		
Address:	3776 US Route 20 NASSAU, NY 12123		
Site #:	0	Phone:	(518)766-4000

System Design Information			
System Design Name:	Town of Schodack - Highway Garage - FA T&I	Job #:	
Equipment Ownership:	Customer Owned		

Test & Inspections			
Category	Component	Quantity	Frequency
Fire Alarm	Annual Inspections	1	Annual

Equipment List

Summary of Charges

Equipment & Installation Total	\$0.00
Estimated Taxes	\$0.00
Monthly Fee	\$60.90

Scope Of Work

Town of Schodack - Highway Garage - Annual Fire Alarm Inspection

Scope of Work – Testing & Inspection Services

1. One (1) Annual Fire Alarm Testing & Inspection.
2. Work to be performed during normal business hours, M-F 8:00am - 4:00pm.
3. Inspection report provided upon completion.

Inspections performed by our technician(s) will include the following:

1. Inspect and determine if the fire alarm and detection system is in service and in satisfactory condition
2. Inspect for any changes or modifications of fire alarm detection system
3. Check the general condition of the fire alarm detection system
4. Functional test of initiating devices. Unless otherwise specified, testing is limited to accessible devices, those where access can be obtained without restriction at the scheduled time of a test and does not exceed heights obtainable with an 8' ladder.
5. Inspect all fire alarm control panels and remote fire alarm panels
6. Inspect and test all annunciators and zones
7. Inspect all batteries
8. Visually inspect smoke detectors for cleanliness. Clean detectors where necessary by blowing compressed air into unit.
9. During testing of the fire detection system, outputs will be in operation for the purpose of equipment shutdown, start-up and HVAC smoke control.
10. Compile a complete report of inspection, explain any deficiencies and recommend corrective action to be taken according to recognized care and maintenance standards.

Fire alarm and detection systems are designed to provide early warning for your building's occupants. ADT Commercial inspection procedures are designed to assist you and ensure that your system operates as it was originally designed, while significantly minimizing false alarms and business interruptions.

Terms and Conditions

All prices quoted and any other offers made in this Proposal are based upon the terms herein and valid for thirty (30) days from the date of this Proposal, after which they are automatically withdrawn and this Proposal shall be void. The following terms and conditions noted with an X are incorporated into this Proposal and Sales Agreement:

- | | |
|---|---|
| <input checked="" type="checkbox"/> General Terms and Conditions | <input type="checkbox"/> Product-Specific Terms: Sprinkler and Suppression Services |
| <input type="checkbox"/> Product-Specific Terms: Extended Service Plan | <input type="checkbox"/> Product-Specific Terms: EAS and Security Gates |
| <input checked="" type="checkbox"/> Product-Specific Terms: Inspection and Testing Services | <input type="checkbox"/> Product-Specific Terms: Third-Party Services |
| <input type="checkbox"/> Product-Specific Terms: Monitoring Services | <input type="checkbox"/> Product-Specific Terms: Rented or Financed Products |
| <input type="checkbox"/> Product-Specific Terms: ATM Products and Services | <input type="checkbox"/> Product-Specific Terms: Special Business Risk Provisions |

GENERAL TERMS AND CONDITIONS ("GTCs")

1. Charges, Invoicing, and Payment

A. Invoices. ADT shall issue invoices directly to Customer for amounts owed to ADT ("Charges"). ADT shall issue invoices to Customer on the following schedule:

- i. For ongoing Services under a contract term or on a month-to-month basis ("Recurring Services"), ADT shall issue invoices monthly.

ii. For projects requiring installation of Products and that have a written schedule of values, ADT shall issue invoices as set forth in the schedule of values; or if no schedule of values exists, ADT shall issue invoices over time on a progressive basis to reflect ADT's estimated percentage of work completed, which may, in ADT's discretion, be based on field observations, costs estimated or incurred, subcontractor estimates, and/or other reasonable factors ("Percentage of Work Completed").

iii. For all other Products or Services, ADT shall issue invoices upon delivery of the Product or completion of the Service.

B. Payment. Customer shall pay each invoice in full within thirty (30) days of the date of the invoice, without discount, set-off, or deduction. In no event shall Customer set-off any amount owed by ADT to Customer against amounts Customer owes to ADT. Any acceptance by ADT of a partial payment shall not be construed as a waiver of ADT's right to receive any unpaid portion of an invoice. Customer shall make payment via wire, automated clearing house, check, or such other manner as may be agreed upon by ADT and Customer. If a payment due date falls on a weekend or any bank holiday, payment must be made on the next available banking day.

C. Past Due Amounts. Past due amounts shall accrue interest at a rate of two percent (2%) per month compounded or the maximum rate allowed by law, whichever is less. All overdue payments received from Customer shall first be applied to interest and collection costs before they will be applied to any principal amounts. ADT shall be entitled to recover from Customer any costs of collecting past due amounts, including reasonable attorneys' fees.

D. Charges. Charges for Products are determined on a per-order basis and are valid for thirty (30) days from any written proposal. Charges for any Products ordered by ADT for Customer more than thirty (30) days after the date of the Agreement shall be at ADT's then-current prices. After the first year of the term of any Services, but no more frequently than once in any twelve (12) month period, ADT may increase the Charges, effective upon thirty (30) days prior written notice, by an amount not to exceed the United States Producer Price Index increase over the preceding twelve (12) months.

E. Delays. ADT shall be reimbursed for all costs incurred by ADT or its subcontractors due to actions by Customer or any of Customer's vendors or customers that alters or delays the Services, whether before, during, or after ADT has started performing the Services. Any delays other than Force Majeure (as defined in Section 11, below) that cause ADT to incur more labor or overtime hours to complete the Services than originally bid will be the subject of an equitable adjustment to the Charges. ADT will give appropriate notice when possible to the Customer prior to either the Customer or ADT incurring such charges.

F. Taxes and Fees. Charges do not include any applicable taxes. The Customer shall pay the Charges, and as applicable the following:

- i. All applicable taxes, assessment, duties, fees, or charges now or hereafter levied by any domestic or foreign government or instrumentality thereof ("Taxes") related to the Products and Services, other than Taxes based on ADT's net income;
- ii. Any false alarm fines or Taxes imposed by any government, instrumentality thereof, law enforcement agency, or other public safety Authority Having Jurisdiction ("AHJ") or costs for additional or modified Products or Services required by any AHJ;
- iii. All charges for telecommunication services required for the Products or Services to function, including expenses or costs required to modify or replace Products or Services to comply with changes made by or affecting telecommunication or related services required for the Products or Services to function;
- iv. Any costs and service charges for ADT to repair or replace Customer-owned equipment necessary for ADT to provide the Products or Services;
- v. A service charge for (a) ADT to respond to a service call or alarm signal caused by Customer error, including, but not limited to, operating Products contrary to ADT instructions; (b) if Customer cancels an installation or service appointment less than forty-eight (48) hours prior to ADT's deployment of personnel to the Premises; or (c) any use of third-party portal for invoice, order, or service or transaction management requested by Customer;
- vi. If payment and performance bonds are required by Customer, then Customer shall pay an administrative fee; and
- vii. ADT may, from time-to-time and in its sole discretion, issue surcharges in order to mitigate and/or recover increased operating costs arising from or related to, without limitation: (a) foreign currency exchange variation, (b) increased cost of third-party supplies, labor, and/or Products, (c) impact of government tariffs or other actions, and (d) any conditions that increase ADT's costs, including without limitation increased labor, freight, material or supply costs, or increased costs due to inflation (collectively, "Surcharges"). Any Surcharges, as well as the timing, effectiveness, and method of determination thereof, will be separate from and in addition to any changes to pricing that are affected by any other provisions in this Agreement.

2. Installation

A. Timing. If the Agreement calls for the installation of any Products by ADT ("Installation"), then ADT will use commercially reasonable efforts to complete the Installation within the timeframe set forth in the Agreement, or if no timeframe is set forth, within a reasonable timeframe. Unless agreed otherwise in writing, Installation shall be during ADT's normal business hours. If no such agreement is made and Customer requests the Installation be performed outside ADT's normal business hours, Monday through Friday (excluding holidays), then additional charges will apply. Within 5 days of completion of the Installation, Customer shall either provide final acceptance of the Installation or identify in writing any corrections required (if no written corrections are provided, Customer will be deemed to have provided final acceptance). If Customer is past due on any invoices at the time Installation is completed, activation of Products may be delayed until past due amounts are paid, at ADT's sole discretion, to the extent permitted by any applicable laws or regulations.

B. Compliance. Customer is responsible for providing the necessary specifications, drawings, designs, or instructions for the Installation and for ensuring they comply with all applicable codes and ordinances. Unless agreed in writing otherwise, Customer shall secure and pay for any required building permits and governmental fees, licenses, and inspection necessary for the Installation. Customer shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority relating to the Installation.

C. Products Ownership. Title to Products sold to Customer under the Agreement shall transfer to Customer upon the commencement of Installation (or upon shipment to Customer if the equipment is not to be installed by ADT). Customer shall retain title to all Customer-owned equipment that ADT utilizes to provide Services.

D. Substituted Products. If any Product becomes unavailable or discontinued after a Customer order and before Installation, then ADT may substitute an equivalent Product, upon written notice to Customer. The Charges shall be adjusted for any price difference for such substituted Product.

3. Warranty

A. General Warranty. Subject to the exclusions stated herein, and in addition to any product-specific warranty terms or exclusions set forth in the Product-Specific Terms, ADT provides the warranties below. EXCEPT FOR THE WARRANTIES SPECIFICALLY SET FORTH BELOW OR IN THE PRODUCT-SPECIFIC TERMS, ADT EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE.

i. **Products Warranty.** Products installed under this Agreement are warranted against defects in material or workmanship for the warranty period stated above, or if no such period is stated, then for ninety (90) days from installation by ADT. ADT will pass through to Customer any manufacturer's warranty on Products.

Defective Products will be repaired or replaced at ADT's option.

ii. **Services Warranty.** ADT warrants that the Services provided hereunder will be performed in accordance with generally accepted industry standards and practices. If any Services fail to comply with the foregoing standard within the warranty period stated above, or if no such period is stated, within ninety (90) days from the date Services are completed, then ADT will re-perform the non-complying Services during normal business hours, at no additional charge.

B. Limitations and Exclusions.

i. ADT shall perform warranty services during normal business hours, Monday through Friday, excluding ADT holidays. Customer requests for ADT to perform warranty services outside these hours may result in additional charges.

ii. ADT is not responsible under any warranty for any defect in Products or Services caused by: (a) damage or alterations to the Products or Premises caused by or resulting from any Force Majeure event (defined herein) or the actions or omissions of any third party, whether intentional or unintentional; (b) Customer's failure to follow Products' operating instructions; (c) Customer's failure to provide ordinary care and maintenance to the Products; (d) battery failure or the Products otherwise losing power supply; (e) telecommunications malfunctions or modifications that render it incompatible with the Products or ADT's central station; (f) failure of devices or components designed to fail in order to protect the Products, including but not limited to fuses and circuit breakers; (g) changes requested by Customer after Installation acceptance, including but not limited to adjustments to camera alignment or settings, monitor settings, or other items subject to discretion, after Installation and acceptance by Customer; (h) Customer's use of Products in combination with equipment or software not supplied by ADT, or changes in any of Customer's systems connected (e.g. HVAC) that are connected to the Products but not supplied by ADT; (i) repair of Products for which replacement parts or components are no longer available due to obsolescence or end-of-product life; (j) replacement of Products that are at the end-of-product life, obsolete, and/or are no longer supported by the manufacturer; and (l) normal wear and tear.

iii. To the full extent permitted by law, all warranties shall become voided immediately if Customer permits any person or entity other than ADT, ADT's employees, or ADT's agents to perform maintenance or service to the Products without ADT's prior written approval.

4. Customer's Obligations

A. Customer's Representations and Warranties. Customer represents and warrants that:

i. Customer owns any equipment Customer provides or allows ADT to use;

ii. Customer has legal authority to authorize ADT to (a) install Products, (b) use, modify, or connect to previously installed equipment, and (c) provide Services to the Premises;

iii. Customer will comply with all laws, codes, and regulations related to this Agreement, or to the Premises, the Products, and Services;

iv. the Products and Services are ordered for commercial purposes and not for personal, family, or household purposes;

v. Customer's entry into this Agreement will not breach, violate, or interfere with any other contract or third-party's rights;

vi. the Premises comply with all applicable safety and work rules, OSHA regulations, and other governmental and contractual requirements as to working conditions; and

vii. if any Services require payment of a prevailing wage under federal or state law, Customer will provide the applicable wage determination to ADT prior to the start of work.

B. Customer's Responsibilities.

i. **Responsibilities regarding Products.** Customer agrees to (a) instruct all users on the Products' proper use, (b) test the Products' protective devices and send monthly test signals through the ADT customer portal, (c) turn off, control, or remove all HVAC systems that interfere with alarm detection service, (d) notify ADT immediately upon discovering a defect in the Products, (e) obtain and keep current all necessary permits and licenses required for the Products, and (f) pay all usage fees imposed by any AHJ in connection with the Products.

ii. **Responsibilities regarding the Premises.** Customer agrees to (a) permit ADT to have reasonable access to the Premises during ADT's normal business hours, (b) cooperate with ADT to obtain any necessary consents and waivers from the Premises owner, if not the Customer, relating to the installation or operation of the Products, or the provision of the Services, (c) supply and maintain all supplemental equipment and facilities necessary for any installation or operation of Products or Services, such as structural changes, conduits, back boxes, commercial power electrical wiring, outlets, bypass or switch units, and associated equipment, equipment room(s), and necessary operating environment as specified by the manufacturers of any goods or equipment to be installed, and (d) remediate any materials defined as being radioactive, infectious, hazardous, dangerous, or toxic by any AHJ ("Hazardous Materials") upon discovery by ADT, prior to ADT continuing work at the affected Premises.

5. Risk of Loss. ADT shall bear the risk of loss or damage to Products until delivery to the Premises. ADT shall be responsible for loss or damage to the Products during testing or installation only to the extent such loss or damage is directly caused by ADT. Customer shall be responsible for security and proper storage of Products after delivery to the Premises and shall bear risk of loss for Products on Premises unless the loss is directly caused by ADT. Customer shall keep all ADT-owned Products insured against all risks of loss in an amount equal to the replacement cost and, at ADT's request, list ADT on the policy as the "loss payee."

6. Termination

A. Termination by ADT.

i. ADT may terminate the Agreement or any Service(s) provided thereunder, without penalty, upon thirty (30) days' prior written notice, if: (a) Customer fails to follow any recommendations ADT may make for the repair or replacement of defective or discontinued Products not covered under Warranty or Maintenance Service; (b) Customer fails to follow the operating instructions provided by ADT; (c) the Products generate excessive false alarms due to circumstances beyond ADT's reasonable control; (d) in ADT's sole opinion, the Premises in which the Product is installed becomes unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service impractical or impossible; (e) in ADT's sole opinion, continuation of the Agreement is impractical or impossible under the circumstances; (f) ADT is unable to obtain or continue to support technologies, Communication Facilities, or Products or component parts thereof that are discontinued, become obsolete or are otherwise not commercially available; or (g) Customer fails to cure any breach of this Agreement, including failure to make payments when due, within thirty (30) days of receiving written notice of such breach.

ii. ADT may terminate the Agreement or any Service(s) provided thereunder, without penalty, immediately upon written notice, if: (a) any representation by Customer herein or in any other agreement it has with ADT is materially untrue; (b) Customer breaches any warranty contained herein or in any other agreement it has with ADT; (c) Customer denies ADT reasonable access to ADT-owned Products located at any Premises; or (d) Customer becomes insolvent, becomes a debtor in a bankruptcy or other insolvency proceeding, makes an assignment for the benefit of its credits, or has a receiver or trustee appointed for Customer or

its assets.

B. Termination by Customer.

- i. If ADT has materially breached the Agreement, and that breach is not cured within thirty (30) days after ADT receives written notice of the breach, then Customer shall have the right to terminate the Agreement or any Service(s), without penalty.
- ii. Customer may terminate Services provided at any individual Premises, upon thirty (30) days' prior written notice, if Customer sells or otherwise ceases owning or occupying an individual Premises, other than through merger or change of control transaction.

C. Effect of Termination.

- i. Upon termination or expiration of the Agreement, all Services provided under the Agreement shall terminate.
- ii. All Charges due from Customer to ADT shall become immediately due and payable on the date of termination, including (a) all Charges for Services or Products rendered prior to the effective date of termination, (b) the percentage of Charges for Installation equivalent to the Percentage of Work Completed as of the effective date of termination, (c) the costs for any materials, goods, equipment, or Products purchased or allocated for Customer by ADT prior to notice of termination, and (d) any other costs incurred by ADT in reliance on or on behalf of Customer, prior to the effective date of termination.
- iii. If the termination is for any reason other than those permitted in 5.B, then in addition to all fees due under the Agreement for Products and Services rendered prior to termination, Customer shall pay an early termination charge equal to the sum of monthly charges for Recurring Services for the remaining duration of the term of such Recurring Services.

7. Limitation of Liability

A. Alarm Event Limitation. The amounts ADT charges Customer are not insurance premiums. ADT is not qualified to assess the value of Customer's property, and ADT's charges are unrelated to the value of Customer's property, any property of others located in or at the Premises, or the risk of loss associated with the Premises. For purposes of this Agreement, an "Alarm Event" shall mean any losses or damages arising from or related to a casualty occurring at Customer's Premises during which the Products and/or the Services operated, operated improperly, failed to operate, or otherwise did not detect, prevent, terminate, warn of, or mitigate losses or damages resulting from the casualty. Such Alarm Event losses or damages may include, but are not limited to, damage to property, personal injury, or death, and may be caused by casualties such as fire, burglary, unauthorized intrusion, assault, or other event. TO THE FULL EXTENT PERMITTED BY LAW, ADT, ITS AFFILIATES, AND THEIR RESPECTIVE EMPLOYEES AND AGENTS, SHALL HAVE NO LIABILITY FOR ANY LOSSES OR DAMAGES ARISING FROM OR RELATED TO ANY ALARM EVENT, WHETHER UNDER CONTRACT, WARRANTY, TORT, NEGLIGENCE, OR OTHER LEGAL THEORY OR CLAIM THAT ADT FAILED TO DETECT, PREVENT, WARN OF, TERMINATE, OR MITIGATE THE CASUALTY UNDERLYING THE ALARM EVENT. ADT ASSUMES NO RISK OF LOSS OR LIABILITY FOR ANY LOSSES OR DAMAGES ARISING FROM OR RELATING TO ANY ALARM EVENT. THE RISK OF LOSS FOR ALL ALARM EVENTS REMAINS WITH CUSTOMER. Customer releases and waives for itself and its insurer all subrogation and other rights to recover from ADT arising as a result of paying any claim for loss, damage, or injury to Customer or another person arising from or related to an Alarm Event.

B. Consequential Damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS) ARISING OUT OF ANY PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT, WHETHER SUCH CLAIM FOR DAMAGES IS BASED ON TORT, NEGLIGENCE, STRICT LIABILITY, WARRANTY, CONTRACT, OR ANY OTHER LEGAL THEORY, EVEN IF A PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AT ANY TIME PRIOR TO OR DURING THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES.

C. Liability Cap. WITHOUT LIMITING THE FOREGOING SECTIONS, IN NO EVENT SHALL ADT'S LIABILITY OR THE DAMAGES RECOVERABLE BY CUSTOMER FROM ADT, AND/OR ADT'S EMPLOYEES, AGENTS, OR AFFILIATES, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER FOR PRODUCTS AND SERVICES AT THE PREMISES WHERE THE EVENT FOR WHICH ADT IS LIABLE OCCURRED, OVER THE TWELVE (12) MONTHS PRECEDING THE EVENT FOR WHICH ADT IS LIABLE.

8. Indemnification

A. Indemnification by ADT. ADT shall indemnify and hold Customer and its owners, employees, and officers harmless from any and all third-party claims, demands, liabilities, losses, causes of action, fines, penalties, costs, and expenses, including reasonable attorneys' fees (collectively, "Losses") arising from or related to: (i) the negligence or intentional misconduct of ADT, its agents, or employee, but excluding any Losses arising from or related to an Alarm Event; and (ii) any allegation that a Product infringes any third party intellectual property right, to the same extent that ADT is indemnified by the manufacturer or distributor of the applicable Product for the Losses.

B. Indemnification by Customer. Customer shall indemnify and hold ADT and its affiliates, parents, directors, employees, agents, and officers harmless from any and all Losses arising from or related to: (i) the negligence or intentional misconduct by Customer, its agents, employees, contractors, and subcontractors; (ii) an Alarm Event; (iii) any breach of any representation or warranty made by Customer in the Agreement; and (iv) any defect, hazardous condition, or Hazardous Materials present at the Premises.

9. Insurance. During the term of the Agreement, ADT will maintain the following insurance policies in full force and effect: (a) comprehensive general liability insurance with a limit of two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate; (b) statutory workers' compensation and employer's liability insurance meeting all applicable federal and state workers' compensation laws; and (c) commercial automobile liability covering bodily injury and property damage, with a combined single limit of two million dollars (\$2,000,000) per occurrence. Certificates of insurance naming Customer as an additional insured are available upon request. Neither the existence of such insurance policies nor the terms of this Section shall be deemed to modify any limitation of liability or indemnification obligation under this Agreement.

10. Intellectual Property.

A. No Transfer of IP. The parties acknowledge that one or both parties may have certain intellectual property rights that may be revealed or provided to the other party in accordance with the Agreement. Each party acknowledges that the Agreement does not grant any right or title of ownership in their respective intellectual property rights to the other unless specifically provided in the Agreement. Any intellectual property shall remain the originator's property unless otherwise provided in the Agreement.

B. Third Party Products and Software.

- i. ADT is a reseller of certain software, licenses, subscriptions, products, services, and equipment ("Third-Party Services") performed, provided, manufactured, maintained, and/or managed by independent contractors ("Vendor(s)").
- ii. "EULA" means all product and services documentation provided by Vendor and all end user license agreements Vendor may require Customer to enter into. EULAs are available on Vendors' websites and upon request. Customer represents that it has read and agrees to any applicable EULA prior to entering into this Agreement. Customer agrees that it is solely responsible for complying with all terms of any applicable EULA.

iii. Third-Party Services are sold only with the warranties provided in the applicable EULA. ADT MAKES NO OTHER REPRESENTATION OR WARRANTY REGARDING THE THIRD-PARTY SERVICES.

iv. Customer agrees that ADT may pass through any price change in Vendor's cost of Third-Party Services upon written notice to Customer. Customer shall be responsible for, and shall reimburse if ADT pays, any charges from Vendor resulting from (a) Customer's use of the Third-Party Services beyond that purchased under the Agreement and the EULA, and (b) Customer's premature termination of any Third-Party Services that are subject to a term agreement.

v. In addition to and without limiting any other indemnification obligations under the Agreement, Customer shall indemnify and hold ADT harmless to the same extent Customer indemnifies Vendor under an applicable EULA and from any Losses arising from or related to: (a) Customer's breach of any applicable EULA; (b) any actual or alleged compromise, unauthorized access, disclosure, theft, loss, or unauthorized use of Customer information or data in connection with the Third-Party Service; and (c) any failure by Vendor to provide the Third-Party Services, in part or in whole.

C. Data Usage. ADT, Vendors, or their respective designee(s), shall use Customer data, records, and information only: (a) for the specific purpose for which it was submitted; (b) to provide and improve Products and Services; (c) for analytics and research purposes related to Products and Services; (d) to monitor compliance with this Agreement; and (e) for any other purpose permitted in this Agreement or in any other applicable terms and conditions.

11. Force Majeure. ADT shall not be responsible for any delays or costs caused by acts of God (such as fires, earthquakes, floods, hurricanes, tropical storms, tornadoes, lightning, explosions, and other severe acts of nature or weather), war, revolutions, acts of terrorism, epidemics, pandemics, contagions, acts of governmental authorities such as expropriation, condemnation, quarantining, executive orders and changes in laws and regulations, raw material shortages, component shortages, supply chain disruptions, strikes, labor disputes, or for any other cause beyond ADT's reasonable control ("Force Majeure"). ADT shall be entitled to a Change Order and reimbursement for all demonstrable costs incurred due to Force Majeure and an extension of time equivalent to the delay caused by Force Majeure. The parties agree that any delays or costs caused by or related to COVID-19, foreseeable or not, shall be considered a Force Majeure event for purposes of this Agreement.

12. Confidentiality. During the Agreement, each party may disclose to the other confidential information, the disclosure of which to third parties would be damaging. Confidential information shall include any information relating to the identity of the party's customers, the nature of their relationship with their customers, the nature of the other party's business, or the rates charged by it to third parties. The parties agree not to make use of this information other than for the performance of the Agreement, to release it only to employees requiring such information and only after ensuring that such employees are aware of the terms of this Section, and not to release or disclose it to any other party other than as required by law. The parties further agree not to use any Services performed under the Agreement for advertising, portfolio, or other promotional purposes without the written consent of the other party. Confidential information shall not include any information that: (a) was, is, or becomes public information through no fault of the receiving party; (b) was in the possession of the receiving Party before the commencement of this Agreement; (c) is developed independently by the receiving Party; or (d) must be disclosed pursuant to or as required by law or by a court or other tribunal of competent jurisdiction. The obligations under this section shall survive the termination or expiration of the Agreement for three (3) years.

13. Miscellaneous.

A. Nature of Relationship. ADT is an independent contractor and not an employee, agent, joint venturer, or partner of Customer.

B. License Information. ADT state license information is available at www.adt.com/commercial/licenses.

C. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) Product or Service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify, and save harmless ADT from and against all Losses assessed against or suffered by ADT as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement.

D. Conflicts of Interest. ADT does not permit the offering or acceptance of gifts or gratuities by ADT employees from parties with whom ADT is contracting for services, products, or other matters, and Customer shall not make any offer to any ADT employee that would violate this policy. Customer further represents and warrants that there is no financial or business relationship or any other conflict of interest that Customer has with or has offered to any employee of ADT. In the event ADT determines any offer of gifts or gratuities has been made by Customer to an ADT employee or a financial or business relationship or other conflict of interest has been offered to or exists between Customer and an ADT employee, ADT may terminate this Agreement, without penalty, upon five (5) days' prior written notice to Customer.

E. Survival. Sections 3 (Warranty), 5 (Risk of Loss), 7 (Limitation of Liability), 8 (Indemnity), and 12 (Confidentiality) shall survive any termination or expiration of the Agreement.

F. Assignment. Customer may not assign the Agreement or any right thereunder without the prior written consent of ADT, which consent shall not be unreasonably conditioned, withheld, or delayed. ADT may subcontract any portion of the work described in the Agreement.

G. Severability. In the event any one or more of the provisions of this Agreement is held to be unenforceable or invalid under applicable law, such unenforceability or invalidity shall not affect any other provision of this Agreement.

H. Cross-Default. A default by Customer under the Agreement shall be a default of all Agreements between ADT and Customer.

I. Remedies. All remedies under the Agreement are cumulative and in addition to any other rights at law or equity that a party may have.

J. Amendment. The Agreement may be amended or modified only by a writing signed by both parties. Any purported oral amendment or modification is void.

K. Notice. Any and all notices required or permitted to be given under the Agreement shall be in writing and delivered via certified or registered mail, or by overnight courier. Notices to ADT shall be deemed duly given on the date received by ADT at the following address: ADT Commercial LLC, Attn: General Counsel, 1501 Yamato Road, Boca Raton, FL 33431. Notices to Customer shall be deemed duly given on the date received by Customer at the address for Customer stated in the Agreement, or if no such address is provided, at any Premises.

L. Waiver. The waiver by either party of any right under the Agreement or any breach of the Agreement shall not operate as, or be construed as, a waiver of any subsequent right under or breach of the Agreement.

M. Governing Law; Dispute Resolution; Attorneys' Fees. This Agreement and any dispute or claim arising under it shall be governed by the laws of the state of Florida, without giving effect to its conflicts of law rules. Any and all matters of dispute between the parties to this Agreement, whether regarding performance of the Agreement, interpretation of any term or provision of this Agreement, or other dispute, shall be decided by arbitration conducted under the Commercial Arbitration Rules of the American Arbitration Association in Boca Raton, Florida. The enforceability of this arbitration provision shall be determined by arbitration. The arbitrator(s) decision shall be final and binding on the Parties.

N. Entire Agreement. The Agreement contains the entire agreement between the parties with respect to the subject matter of the Agreement, and supersedes any and all prior agreements or understandings, whether written or oral. The parties agree that there are no oral or written agreements, representations, or understandings by or between the parties regarding the subject matter of the Agreement that are not contained in the Agreement.

O. Electronic Signature; Counterparts. The Agreement may be signed and/or delivered by electronic means (such as e-mail), and all such signatures and electronic transmissions of this Agreement are to be treated as originals for all purposes and given the same legal force and effect as a signed paper contract. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement.

Product-Specific Terms: Inspection and Testing Services

2. Inspection and Testing Services. The terms of this section and its subsections apply only to inspection and/or testing services provided by ADT ("Inspection and Testing"). These Product-Specific Terms and Conditions apply in addition to the GTCs and supersede any conflicting term of the GTCs.

2.1. Time and Manner of Performance. Unless agreed otherwise in writing, Inspection and Testing shall be performed during ADT's normal business hours, Monday through Friday, excluding ADT holidays. Inspection and Testing outside of ADT's normal business hours shall be subject to additional Charges. ADT shall use commercially reasonable efforts to perform Inspection and Testing on Premises and equipment described in the Agreement, in accordance with prevailing industry standards. Inspection and Testing shall be performed only for accessible areas and equipment.

2.2. Defects Identified by ADT. ADT has no obligation to repair any defects identified during Inspection and Testing, unless the defects are on Products ADT has an obligation to repair or replace under a separate warranty, extended service plan, or other Service.

2.3. Warranty Exclusion. IN LIMITATION OF SECTION 3 OF THE GTCs, ADT MAKES NO WARRANTY, EXPRESS OR IMPLIED, IN CONNECTION WITH ANY INSPECTION AND TESTING SERVICES.

Signatures

IN WITNESS HEREOF, Customer and ADT have caused this Agreement to be executed by their duly authorized representatives below.

Customer Signature

ADT Authorized Manager

2023-075

NYVIP MESSAGE No. 278
DATE: 05/26/2022
TO: ALL EMISSIONS INSPECTION STATIONS
FROM: NYS DEPT. OF MOTOR VEHICLES
SUBJECT: IMPLEMENTATION OF NYVIP3 + EQUIPMENT ORDERING

*****PLEASE BRING THIS MESSAGE TO THE ATTENTION OF THE STATION OWNER AND/OR MANAGER*****

This message is to inform you of upcoming changes to the New York Vehicle Inspection Program (NYVIP) and requirements to participate as an emissions station.

As previously advised, NYVIP3 will require all inspection stations to purchase a new computerized vehicle inspection system (CVIS). As such, you must proceed to WWW.NYVIP3.COM to register and complete your equipment order with Opus Inspection, Inc. (Opus).

To order your NYVIP3 equipment, the following information will be required:

- 1) Facility license number
- 2) Facility contact information
- 3) Owner or manager contact information
- 4) Payment method information

Due to verified equipment supply chain shortages, Opus has requested a modified implementation timeline for NYVIP3; as such, hardware shipments must be prioritized:

- Opus will prioritize orders from official diesel emissions (opacity) inspection stations and stations not currently conducting inspections on the NYVIP network. Two important deadlines are outlined below, please plan accordingly:
 - **July 2022**: Opus expects to begin fulfilling these orders.
 - **November 1, 2022**: Official diesel emissions (opacity) inspection stations and stations not currently conducting electronic inspections are expected to have ordered and secured NYVIP3 equipment.
- All other stations currently conducting inspections with a CVIS – excluding official diesel emissions (opacity) inspection stations as noted above – are expected to begin receiving their orders by Q2 2023.
 - This group of stations have the option of placing an order immediately, or closer to their targeted delivery date.
 - Placing an order and submitting a completed NYVIP3 Station Participation Agreement to Opus will ensure compliance and uninterrupted service with current NYVIP2 equipment.

For further information, email Opus Inspection at NYVIP3Info@Opusinspection.com. Please include your name, phone number, email address, and facility number with your question(s), or call the DMV Office of Clean Air at (518) 473-0597 and select Option #4.

DMV and Opus will follow up this communication with further information as it becomes available. Please be on the lookout for future NYVIP3 updates.

NYVIP MESSAGE No. 271

DATE: 12/21/2021

TO: ALL EMISSIONS INSPECTION STATIONS

FROM: NYS DEPT. OF MOTOR VEHICLES

SUBJECT: IMPLEMENTATION OF NEW NYVIP3 CONTRACT

****PLEASE BRING THIS MESSAGE TO THE ATTENTION OF THE STATION OWNER AND/OR MANAGER****

This message is to inform you of upcoming changes to the New York Vehicle Inspection Program (NYVIP) and requirements to participate as an emissions station.

As previously advised in NYVIP Message #269 sent October 15, 2021, the new program (NYVIP3) will launch on December 1, 2022. Beginning December 1, 2022, Opus Inspection, Inc. (Opus) will be the program manager for NYVIP3.

The new program will require that all inspection stations purchase a new computerized vehicle inspection system (CVIS). Most components of NYVIP3 station equipment and operations will remain familiar to all existing stations that utilize the current NYVIP2 equipment.

Further, NYVIP3 equipment and software will include upgrades that will allow both inspection stations and DMV to better serve customers. New features include, but are not limited to:

- Print-on-demand inspection sticker printing
- Elimination of paper recording for all inspection types
- Integrated opacity inspection equipment for NYMA-registered Medium to Heavy Duty Diesel vehicles
- Enhanced online Certified Inspector training and certification including online renewals
- Improved OBD scan tool capability and station network communication
- Improved station assistance with problem vehicles during emission inspection
- CVIS web camera for added security

The purchase price of a new initial NYVIP3 CVIS unit is as follows:

Level 2	OBD & Safety CVIS	\$1,695
Level 3	Integrated Opacity & Safety CVIS	\$4,695
Level 4	OBD, Integrated Opacity & Safety CVIS	\$4,995

In addition, Opus will offer a lease option. Under this option, payment is required in equal monthly installments for the life of the contract at the following rates:

Level 2	OBD & Safety CVIS	\$45.00
Level 3	Integrated Opacity & Safety CVIS	\$90.00
Level 4	OBD, Integrated Opacity & Safety CVIS	\$98.00

Below are frequently asked questions (FAQ's) that will help you better understand any changes. This information is being provided to ensure that you are fully informed when making business decisions and/or renewing your New York State Official Inspection Station license.

1. What is NYVIP3?

NYVIP3 is the vehicle inspection program that will replace the current vehicle emissions inspection program known as NYVIP2 (New York Vehicle Inspection Program 2). Emissions testing is required as part of New York State's agreement with the EPA to comply with the Federal Clean Air Act.

Similar to NYVIP2, the NYVIP3 work station will electronically communicate with the on-board diagnostic (OBD) system of vehicles, record the status of the vehicles emission system, and transmit the data to DMV via the program contractor.

2. Do I have to purchase NYVIP3 equipment?

Yes. In order to continue participating in the voluntary inspection program, inspection stations will be required to purchase the new computerized vehicle inspection system (CVIS). The new equipment will accommodate the changes incorporated into the NYVIP3 program and allow for improvements in the operating platform for future changes to the program.

3. What costs are associated with the NYVIP3 program?

- a)** Initial CVIS unit: the new program will require that inspection stations purchase a new computerized vehicle inspection system (CVIS). The purchase price of a new initial NYVIP3 CVIS unit is as follows:

Level 2	OBD & Safety CVIS	\$1,695
Level 3	Integrated Opacity & Safety CVIS	\$4,695
Level 4	OBD, Integrated Opacity & Safety CVIS	\$4,995

In addition, Opus will offer an equipment operating lease option. Under this option, payment is required in equal monthly installments for the life of the contract at the following rates:

Level 2	OBD & Safety CVIS	\$45.00
Level 3	Integrated Opacity & Safety CVIS	\$90.00
Level 4	OBD, Integrated Opacity & Safety CVIS	\$98.00

- b) Transaction fees: Stations will continue to pay the Contractor for each inspection conducted. Opus will continue to charge one transaction fee, per inspection, of \$0.436 cents. This transaction fee remains unchanged from NYVIP2.
- c) CVIS communication connection: Inspection stations must provide a NYVIP3 CVIS broadband communications connection and are responsible for any related charges.

4. When will I need to use the new inspection equipment?

You will continue to use the inspection equipment you currently have until notified otherwise. Stations must have the NYVIP3 equipment operational in order to continue to perform inspections after the official start date.

5. What equipment does the base NYVIP3 CVIS include?

- PC – Workstation
- Windows 10 Operating System
- CVIS NYVIP3 Software and Virus Protection
- 19" monitor
- Barcode Scanner
- OBDII interface (data acquisition device)
- Laser Printer (VIR, station reports, etc.)
- Thermal Sticker Printer
- Web Camera

6. What do I do with my old equipment?

The equipment belongs to you and can be disposed of (recycled) or reused elsewhere as you like. However, other than the storage cabinet, NYVIP2 equipment CANNOT be used in connection with the NYVIP3 program.

The current (CVIS) NYVIP2 electronic components contain hazardous elements and compounds, including lead, mercury, and cadmium, which can be toxic if released into the environment. Electronic waste CANNOT be thrown out in your garbage. Electronic waste is often hazardous waste. When it is properly recycled, most electronic waste is exempt from hazardous waste regulation. Regulations for handling of electronic waste are available from your local government and can be found at: <http://www.dec.ny.gov/chemical/8788.html>.

7. Does the new equipment include a warranty?

Yes. The NYVIP3 equipment is covered under warranty against defects and failures due to normal wear and tear for the duration of the contract. There is no additional cost for the warranty; the warranty cost for an initial unit is included in the "transaction" fee. The warranty does not cover defects caused by customer abuse.

8. How does the new equipment operate?

The NYVIP3 workstation will basically follow the same operational procedures that the current system uses. A certified inspector will enter vehicle information and safety inspection results. The workstation will then guide the inspector to perform the proper emission test and record the results. The NYVIP3 unit will offer Computer Based Training (CBT) to instruct inspectors how to use it.

9. How do I set up the equipment?

The NYVIP3 CVIS will be drop shipped with setup instructions. Operating software will be preinstalled and peripherals will be plug-and-play. A dedicated help desk will be available to assist users by phone. Opus field service representatives will be available for an onsite visit, if necessary.

10. Do I have to sign any contracts with Opus?

Yes, like the NYVIP2 agreement, if you want to participate in this program, you will be required to enter into a station participation agreement with Opus. This agreement will be posted on Opus' NYVIP.org website when it becomes available.

11. What type of vehicles can I inspect in the NYVIP3 Program?

You will be limited to inspect those groups of vehicles that you are currently licensed to inspect.

12. Do I have to obtain a new inspector's card or certification?

No. You will continue to use the inspector's card you have now.

13. What are my communications options for NYVIP3?

The NYVIP3 CVIS will only support broadband (wired and/or wireless) communication connections, including cellular and satellite broadband connections. Dial-up phone line connections will no longer be supported. Inspection stations will be responsible for any related broadband connection charges.

14. What optional equipment or upgrades may be available?

Opus has proposed the following options which, pending DMV testing and approval, will be available to stations.

- Professional Cabinet
- Wi-Fi Communication Card for in-station wireless LAN
- Wireless OBD scan tool
- Wireless Barcode Scanner
- Bluetooth Wireless Headset for hands-free safety inspection
- OBD Verification Tester embedded in OBD scan tool (no charge)

The wireless optional equipment provides greater freedom of equipment location, and faster data entry methods with fewer mistakes.

15. What improvements will be included in NYVIP3?

STATION AGREEMENT

AUTHORITY

The New York State Department of Motor Vehicles ("DMV") has entered into a contract (the "Contract") with Systech International, LLC (Systech) wherein Systech will offer the services provided for in this Agreement under the terms and conditions specified herein (the "Services"). To participate in the NYVIP2, licensed inspection stations (the "Station") MUST use the Services. This Agreement describes the terms and conditions under which the Services will be provided.

Network Services, Warranty Services and Training Services will be paid for by the Station through a fee charged each time the Computerized Vehicle Inspection System (CVIS) transmits a completed vehicle inspection record to the Systech NYVIP2 Information Management Network (the "Network").

TYPES OF SERVICES PROVIDED

Systech will directly provide the following services:

- **Network Services** – Allows the NYVIP2 Computerized Vehicle Inspection System (CVIS) to connect to the Systech NYVIP2 Information Management Network for the purpose of receiving and sending information to DMV involving vehicle inspections and repairs, and reporting the condition and status of your CVIS to Systech;
- **Warranty Services** - Provides hardware and software Warranty Services to the Station in order to keep CVIS in good working order;
- **Training Services** – Training and certification of Station inspectors through a Computer Based Training ("CBT") program; and
- **Other** - Certain other hardware, software and service options available to Stations.

Part 1: New York Vehicle Inspection Station Participation and Services

This NYVIP2 Enrollment and Service Agreement (hereafter "Agreement") is between Systech International, LLC, 7 Kripes Road, East Granby, CT 06026 (hereafter "Systech") and,

Facility Name: _____

Facility Address: _____

DMV Facility Number: _____ (hereafter "Station").

Station confirms that it is a licensed Safety or Safety/Emission Inspection Station in the State of New York. The Agreement shall have an Effective Date as defined under Section 22 and shall continue for an initial term until November 30, 2020, except as otherwise provided herein. Thereafter, this Agreement may be extended by 12- or 24-month intervals equivalent to any additional extensions granted by the State of New York to Systech under its NYVIP2 Contract. This Agreement may be amended from time to time by Systech with

DMV approval, to ensure compliance with NYVIP2 rules, regulations and guidelines. Station agrees to comply with all licensing requirements for a New York Safety or Safety/Emission Inspection Station. Station further agrees to comply with Systech's payment terms. Any past due invoices will result in the Station being locked out from any further official testing should payment not be received in full within 30 days from the due date for the first occurrence. Station will be locked out immediately for any occurrences thereafter and be required to use ACH for all future equipment and transaction fee payments.

Invoice Dispute Process: In the event of a dispute concerning an Invoice, Station shall notify Systech in writing at the address listed above. If Station does not give Systech written notice of a dispute within thirty (30) days from the date of the Invoice, such Invoice shall be deemed undisputed and binding on Station. Station shall be responsible for paying any undisputed Invoice amounts by the required payment due date.

This Agreement provides for the connectivity and maintenance support of one (1) NYVIP2 CVIS (Computerized Vehicle Inspection System), hereafter "CVIS". A separate Agreement is required for each Additional CVIS purchased by the Station. Each CVIS, in order to qualify for the Services hereunder, shall be used by Station solely for NYVIP2 related business, professional or trade purposes only, and not for any personal, family or household purposes.

- 1. Pricing: Prices and payment terms for the CVIS purchase and warranty services are specified in Part 2.**
- 2. Warranty Services:** Systech will provide warranty services for the covered CVIS, upgrades, optional equipment, and spare parts for the term of this Agreement. Warranty services will cover parts replacement and on-site service. Upon receiving a service call, the Systech help desk will determine the nature of the problem and, at its own discretion, choose the appropriate support, which will be one of the following: (i) phone support, which is available immediately upon logging the service call, (ii) send replacement part(s), which will typically be dispatched on the same day, or (iii) on-site visit by Systech Field Service Representative. This Agreement does NOT cover replacement of consumables, nor does it cover damage to the CVIS or any other item due to customer abuse. All replacement parts must be purchased from Systech. Consumables are available and may be purchased from Systech. Excluded from the parts warranty are the following consumables:

Printer Toner/Cartridge	Paper
Keyboard Cover	Phone Modem Cord

- 3. Service Levels:** For each service issue that occurs at a Station in New York State, Systech will repair or replace station equipment within the following timeframes, at no additional cost to the Station: first service visit, where required, within two business days. The second visit, where required, must be within four business days of the initial service request. At no time will station equipment be down or inoperable for a period greater than 4 business days from the initial service request. Business days are defined for this purpose as Monday through Friday, from 7:00 AM to 7:00 PM. For example, if Contractor receives a service-call on Friday at 7:00 PM, then service must be provided within 48 hours (i.e., before 7:00 PM on the following Tuesday), excepting the DMV/Systech contractual holidays. After two unsuccessful service calls the

appropriate equipment will be replaced. If the Station is inoperable for more than four business days, the Station will be compensated for lost inspections in accordance with the DMV/Systech contractual provisions.

4. **CVIS Equipment Installation:** The CVIS is designed to be self-installed by the Station and will be delivered with detailed installation instructions. If the Station requires installation assistance, Systech will install the CVIS provided that the Station has signed this Agreement, paid any amounts due in full, and has provided either a dedicated phone line or access to Internet service. Failure to meet the conditions of this paragraph that results in Systech having to reschedule on-site installation after an installation technician has been dispatched to the Station may result in a rescheduling charge of \$180.00.
5. **Help Desk Support:** Systech will provide telephone help desk support during business hours, which are Mondays through Fridays, from 8:00 AM to 6 PM, and Saturdays, from 8:00 AM to 2:00 PM, excluding the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas. Systech's staffed help desk can be reached for direct support by calling 1-866-OB-D-TEST. Outside of the Help Desk business hours, an automated Telephone Hot Line is available under the same number.
6. **Systech's limitation of service requirement:** Systech will have no obligation to provide services under this Agreement if the request for service arises as a result of:
 - Any system malfunctions due to incapacity or inadequate quality of the electrical power source, except if power surge protection for the CVIS is properly installed in the Station;
 - Use of any spare parts not authorized, in writing, by Systech or not provided by Systech;
 - Any software or hardware installed or connected with the CVIS that is not authorized in writing by Systech
 - Deterioration due to adverse environmental conditions arising during improper use or storage of the CVIS;
 - Abuse by the Station owner, its employees, invitees, customers, or representative(s);
 - Any unauthorized repair, modification, or change to the CVIS not performed by Systech;
 - Any Internet or networking use of the CVIS not authorized, in writing, by Systech;
 - Any non-compliance by the Station with this Agreement;
 - Any accident, catastrophic events or force majeure;
 - Any use of special attachments or other options with the CVIS not provided by, or consented to in writing, by Systech;
 - Improper use or misuse of the Equipment, not in conformance with the NYVIP2 User Manual supplied by Systech or any subsequent instructions promulgated by Systech.

Any of the above will void all warranty. The cost to repair or replace parts, including labor costs that are incurred to restore the CVIS to good working order due to such unauthorized installations or use shall be at the sole expense of the Station. Services resulting from any of the above that are deemed necessary by Systech are outside of the provided warranty and shall be billed at a labor rate of \$120.00 per hour adjusted upward at a compounded rate of 3% per year. Parts prices shall be based on Systech's most recent Equipment Spares Price List. The Station will have the opportunity to approve an estimate prior to any non-warranty repairs.

7. **Used Equipment:** Should the Station desire to have a New York certified used equipment accepted into the New York program Systech will charge a fee of

\$180.00 for equipment verification, installation and re-initialization.

- 8. Training Services: Any new Group 1-A Inspectors must successfully complete the On-Board Diagnostics Inspector Training Module, in order to conduct official OBD vehicle inspections using the CVIS. Training results will be recorded by Systech and provided to DMV. Computer Based Training ("CBT") for this module is available in the CVIS or on the Systech NYVIP2 Website.**
- 9. Station Responsibilities: Station shall:**
 - a. Provide safety or emission/safety inspection station license.
 - b. Provide Internet service or a dedicated phone line.
 - c. Permit Systech's service personnel to have full and unencumbered access to the CVIS during the **Station's** business hours in order to provide the services described in this Agreement;
 - d. Provide adequate working space and all heat, light, ventilation, electric current and other facilities reasonably required by Systech's service personnel to complete its obligations hereunder;
 - e. Provide electrical power, which is free from electrical noise and sufficient to meet the requirements of the CVIS;
 - f. Notify Systech in writing of any proposed **change in location of the CVIS covered in this Agreement at least fifteen (15) business days in advance.**
- 10. Transaction Fee: The Transaction Fee are per-vehicle-inspection charges paid to Systech by the Station. The Transaction Fees are on a per-inspection basis. Pursuant to the Contract, the Network Services charges for the first Contract year shall be \$0.436 per transaction (\$0.44 per transaction less a 1% discount). The transaction fee may be adjusted upward or downward annually as directed by DMV but the %1 discount will continue to be applied. Notice of any changes in the Transaction Fee charges and the effective date for such changes shall be provided to the Station by DMV and/or by Systech no less than 10 calendar days prior to the effective date of the change.**
 - a. E-Authorizations: Station will purchase E-Authorizations in advance to pay for the Transaction Fees. The cost of one E-Authorization will be equal to one per-inspection fee as indicated in §10. E-Authorizations will be purchased in blocks of 20, electronically transmitted to the CVIS, and shall be immediately available for use. Station may purchase as many blocks as it wants in one transaction. Blocks of E-Authorizations may be ordered from Systech through the CVIS software, a secure website, by phone or by mail.**
 - b. Payment for E-Authorizations: Systech will accept ACH transfer, check, money order, credit card, or debit card as payment for E-Authorizations. Stations paying by ACH transfer will receive additional benefits described in Part 2.**
 - c. Automatic Low Inventory Notification: The CVIS software will allow the Station to establish an automatic notification, or perform an automatic purchase, when the CVIS inventory of E-Authorizations drops to a Station selected minimum level.**
 - d. Accounting Reports: The CVIS Software will allow the Station to print a report on demand that account for all E-Authorizations purchased and used on the CVIS.**

- 11. Optional Registration Renewal Service:** Upon approval by DMV, Systech will provide the Station with the optional ability to offer registration renewal services to its customers through the CVIS. If the station elects to offer registration renewals it must complete the application form in Part 3 of this Agreement, which includes agreement to ACH transfer of Contractor's registration handling fees specified in the Station Agreement, and registration renewal fees as specified in the NYS Vehicle & Traffic Law, for each registration transaction. The Station may pass along such fees to the consumer. In addition, the inspection station may charge the consumer a convenience fee for processing the registration renewal, in an amount to be determined by the DMV. No other fees will be permitted for registration renewal without the advance written approval of the DMV. Systech has the right to deactivate the optional registration renewal software module if the Station fails to meet the requirements of the DMV and Systech for offering the service.
- 12. Termination by Station:** If Station chooses to discontinue participation as a certified emission inspection station in the New York I/M Program, written notice must be provided to Systech within 15 days. Any unused pre-paid inspection fees will be refunded to the station.
- 13. Termination by Default:** Any default of this Agreement by Station will result in immediate suspension of services under this Agreement and lockout of Equipment, preventing Station from performing any further testing under the NYVIP2 program. Failure to make payment within terms listed in Part 2 constitutes default under this Agreement. Failure to make payment on time will result in immediate suspension of services under this Agreement. Suspension of such services is not in lieu of any other remedies Systech may have against Station.
- 14. DMV Administrative Action:** DMV may stop a Station's CVIS right to Services hereunder as a result of administrative action, which stop will prevent the Station CVIS from connection to the Network and thus prevent Station conducting vehicle inspections. A stop of Services at the request, direction or instruction of DMV shall not under any circumstances be deemed a breach of this Agreement by Systech, nor shall Systech have any liability or responsibility whatsoever to Station for such stop. When the message on Station's CVIS screen indicates SERVICE STOPPED BY NYS DMV, (or other similar message), Station shall immediately contact DMV for further information.
- 15. Reconnection Fee:** In the event of termination of Services due to breach of this Agreement (including for unpaid or late paid Invoices), the Station may request reconnection, and will be reconnected provided the Station cures all breaches and has paid to Systech all outstanding Invoice amounts, including late charges to the date of actual payment, plus a reconnection fee of \$75.
- 16. Indemnification:** Notwithstanding any provision to the contrary, wherever contained, Contractor agrees to indemnify, keep and hold harmless the Station, its officials and employees, from any and all claims for injury or damage to person or property, deaths, losses, damages, suits arising out of the service to be performed under this Contract, including negligence, active or passive, or wrongful or improper conduct of the Contractor, its agents or employees (including infringement of any third-party's patents or copyrights). Contractor shall remain liable, without monetary limitation, for direct damages for personal injury, death or damage to real property or tangible personal property or intellectual property attributable to the negligence or other tort of Contractor, its officers, employees or agents. The acceptance or approval by the Station of any order or procedure, method, structure or equipment submitted or employed by Contractor will not in any manner relieve Contractor of any liability pertaining Contractor's negligence in

performing such order or procedure, method, structure or providing equipment; provided, however, that if Contractor acts in strict accordance with a specific requirement, specification, instruction, order, mandate (or the like) from the Station, with respect thereto Contractor shall not have an indemnification obligation hereunder.

In the performance of its obligations, Contractor and its employees may be granted access to secured offices wherein private/personal information of the Station may be present. Contractor shall not disclose any such information to any of the Station's business competitors, and any such information shall only be disclosed to DMV as may be required in connection with DMV's relationship with the Station, or as may be required by law or a court of competent jurisdiction

- 17. Limitation of Liability:** Except as otherwise provided in this Agreement including Section 16 (Indemnification) above or as provided in the agreement between SysTech and DMV, SysTech and the Station shall not be responsible for lost profits, consequential, incidental or punitive damages, or from other indirect losses or damages of SysTech or the Station. The liability of SysTech hereunder shall be limited to restoring the CVIS to good working order provided, however, that Systech shall not be liable for failure to restore the CVIS to good working order when such failure is due to causes beyond its reasonable control, including, but not limited to SysTech's inability to obtain necessary labor or materials or spare parts due to circumstances beyond SysTech's control, negligent or intentional acts by the Station, acts of God, strikes, floods, riots, delays in transportation or other inability, due to causes beyond the reasonable control of Systech to obtain necessary labor or materials or spare parts.
- 18. CVIS Upgrades: Systech,** with the approval or at the direction of DMV, may from time-to-time require hardware or software upgrades in order to improve CVIS efficiency, reliability, utility, maintainability, functionality or other purposes. The Station agrees to cooperate promptly and fully with Systech in the installation of any such upgrades, including but not limited to installing new hardware and installing new software.
- 19. Transferability:** This Agreement and the Services to be provided hereunder are not transferable. In the event the Station transfers ownership of the CVIS to another party, this Agreement shall automatically terminate and such other party shall be required to execute a new Agreement in order to participate in the NYVIP2. A reconnection fee may apply and Systech reserves the right to inspect the CVIS prior to reactivation. Station shall pay Systech for all Services rendered prior to Systech being notified in writing of the transfer of ownership of the CVIS. Transfer of Equipment: In the event a station sells its NYVIP2 equipment to another DMV-licensed inspection station, the station's right to receive continuing equipment upgrades will transfer to the new owner of such equipment, on condition that the Contractor is duly notified of the transfer and the new station executes a DMV- approved Station Participation Agreement with the Contractor.
- 20. Governing Law:** All disputes arising from the provision of Services or related to this Agreement shall be governed by the laws of the STATE OF NEW YORK.
- 21. General: No modification of this Agreement shall be binding unless it is in writing and signed by both parties, and approved by DMV. This Agreement is a complete and exclusive statement of all terms and conditions between the parties concerning equipment maintenance to be furnished by Systech to the Station and it supersedes and replaces any previous agreement concerning equipment maintenance between Systech and the Station. This Agreement is not transferable or assignable by Station under any circumstances.**
- 22. Entire Agreement:** This Agreement, which includes all of the terms and conditions hereof,

and all exhibits, riders or other documents attached hereto (if any), is the exclusive and final statement of the terms and understandings relative to the subject matter hereof, merging herein and superseding all negotiations and prior written or oral agreements between the parties as to the subject matter of the purchase of products or services hereunder. There are no promises, representations or understandings made in connection with this Agreement or contemporaneous with the execution hereof, except as set forth in this Agreement.

23. The Agreement Effective Date is:

Signature: _____ Title: _____

Name: _____ Date: _____

Type of Internet Service provided at installation: _____

Part 2: CVIS Purchase Order

Payment Schedule and Options

This Purchase Order (hereinafter the "PO") is for ONE (1) CVIS and any other optional equipment selected to be delivered to a New York State licensed NYVIP2 Inspection Station ("Station") identified on the NYVIP2 Station Enrollment Agreement, Part 1: New York Vehicle Inspection Station Participation and Services ("Agreement").

- 1. General Terms:** Station accepts the terms of this PO by signing the Agreement Signature Page and submitting it to Systech. The CVIS shall consist of: (a) the PC including memory, hard drive, keyboard, mouse and monitor, (b) the 2-D barcode scan tool and interconnecting cable, (c) the OBDII scan tool with connector cable, (d) the printer with cable, and (e) CVIS software. In addition, the delivered CVIS will include an electronic Operator Manual and instructions for the installation and activation of the CVIS.
- 2. Title and Risk of Loss:** Title to the CVIS purchased hereunder shall transfer to Station upon shipment of the CVIS to you and upon payment received in full. CVIS remain the property of Systech until fully paid. The risk of loss for the CVIS shall pass to Station on the date on which the CVIS is delivered to Station
- 3. Programs (Machine Code):** Programs (Machine Code) provided for the CVIS copyrighted and licensed, not sold, (including, but not limited to the Microsoft® operating system) under the terms of the license agreement(s) provided with the CVIS. Station accepts the terms of the licenses for Programs (Machine Code) according to the specified license.

Invoicing will occur on the last day of each month. All payments are due on a Net 10 basis. ACH payments will be processed on the 20th day of each month.

Methods of Payment:

- **ACH**

Additional benefits for ACH customers include:

- Free advertising on our NY vehicle inspection website (separate from the State URL);
- Free booking/reservation service on our NY vehicle inspection website (separate from the State URL); and
- Free public facing station website under our URL.

- **Check or Money Order**

- **Visa or MasterCard**

Sample Agreement



Watch: Newegg Now Today's Best Deals Best Sellers RTX 4070 Ti 4070 Ti Desktop PCs Gift Ideas PC Builder Browsing History Gaming PC Finder

Home > Networking > Firewalls / Security Appliances > WatchGuard > Item#: 22Z-000T-002Y6

FREE SHIPPING

Item#: 22Z-000T-002Y6



WatchGuard Firebox T40 with 3-yr Total Security Suite (US) - 5 Port - 10/100/1000Base-T - Gigabit Ethernet - 4 x RJ-45 - 3 Year Total Security Suite - Tabletop



Be the first to review this product...

Ask Or Answer A Question

See more "firewall"

Check more best sellers of "Firewalls / Security Appliances"

Check more deals of "Firewalls / Security Appliances"

Check more lowest price of "Firewalls / Security Appliances"

In stock.

Ships from United States.

Others

2 New from \$2,118.99

Deliver to Select delivery location
FREE SHIPPING from United States

SHARE

30-Day Hassle-Free Returns

~~\$2,439.00~~

\$2,118.99

Saver: \$311.01 (12%)

OR as low as \$192/mo with **affirm**

OR 4 interest-free payments of \$529.75 with **ZIP**

OR \$177/mo suggested payments with 12-month special financing. **Learn how**

1

+

-

ADD TO CART

ADD TO COMPARE

PRICE ALERT

ADD TO LIST

REPORT A LISTING

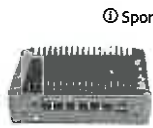
SIMILAR PRODUCTS



Fanless Soft Router, Micro Firewall Appliance, VPN,...

\$356.00

Add to Compare



Micro Firewall Appliance, Fanless Mini PC, Intel Core i3...

\$460.00

Add to Compare



WatchGuard Firebox T40-W with 3-yr Total Security Suite (US) - ...

\$2,643.99

Add to Compare



WatchGuard Firebox T40 with 3-yr Total Security Suite (US) - ...

~~\$4,388.95~~
\$1,252.99

Add to Compare

Shop All Similar Products

Shop IT at
NEWEGG BUSINESS
Where our passion is your business

- Exclusive Discounts
- Expert Support
- Earn BizPoints

LEARN MORE

ARE YOU AN E-BLAST INSIDER?

Enter Email Address

SUBSCRIBE

PRODUCTS RELATED TO THIS ITEM



Get Exclusive Offers and Updates
WHEN YOU SIGN UP FOR TEXTS

Email Address



Firebox T40 with 3-yr Total Security Suite (US) - 5 Port - ...
~~\$2,438.00~~
\$2,118.99



L3770CDW Color LED ...
\$599.99



Diskstation DS920+ NAS...
\$1,199.00



Unmanaged Hardened Gi
\$341.99

Summary (1 Item)



Instant Savings: **\$311.01**

Subtotal: **\$2,118.99**

ADD SELECTED TO CART >

Overview Specs Reviews Q & A

Question about the product info? [FEEDBACK](#)

WatchGuard Firebox T40, engineered for today's fast Internet connections, delivers enterprise-level security to small and midsize businesses. It includes five 1-Gigabit Ethernet and one PoE+ port to power peripheral devices such as security cameras or wireless access points. The T40 can be used as a stand-alone security solution or centrally managed from corporate headquarters, with RapidDeploy technology to make remote deployment easy. Flexible management tools give administrators access to security capabilities from an intuitive console, scriptable CLI, and web UI. WatchGuard Cloud, which provides deep, real-time visibility into network activity and security events, is included with both the Basic and Total Security Suites.

Firewall

- Protection Supported:** Gateway AntivirusFirewall
- Protection Supported:** Intrusion PreventionFirewall
- Protection Supported:** Reputation Enabled Defense (RED) Firewall
- Protection Supported:** Threat ProtectionFirewall
- Protection Supported:** WebBlockerFirewall
- Protection Supported:** Application ControlFirewall
- Protection Supported:** Malformed Packet ProtectionFirewall
- Protection Supported:** URL FilteringFirewall
- Protection Supported:** Anti-spamFirewall
- Protection Supported:** AntivirusFirewall
- Protection Supported:** Denial of Service (DoS) Firewall
- Protection Supported:** Blended Threat PreventionFirewall
- Protection Supported:** Stateful Packet FilteringFirewall
- Protection Supported:** Malware ProtectionFirewall
- Protection Supported:** Ransomware ProtectionFirewall
- Protection Supported:** Botnet DetectionFirewall
- Protection Supported:** Trojan HorseFirewall
- Protection Supported:** Data Loss PreventionFirewall
- Protection Supported:** Anti-phishingFirewall
- Protection Supported:** Cloud Sandboxing

Total Number of Ports:

- 5USB:** YesPoE (RJ-45)
- Port:** YesNumber of
- Network (RJ-45) Ports:** 4Number of PoE+ (RJ-45)
- Ports:** 1Ethernet
- Technology:** Gigabit
- EthernetNetwork Standard:** 10/100/1000Base-TWireless LAN:
- NoManageable:** YesForm
- Factor:**
- TabletopHeight:** 1.7W
- idth:** 8.5"D
- epth:** 8"Weight
- (Approximate):** 1.94 lbEnvironmentally
- Friendly:** YesEnvironmental
- Certification:** WEEE
- Environmental Certification:** RoHSEnvironmental
- Certification:** REACH
- Limited Warranty:** 1
- YearSupport/Service Duration:** 3 Year Total Security Suite"

Absolute Matter



[SHOP NOW >](#)

Question about the product info? [FEEDBACK](#)

WARRANTY & RETURNS

WARRANTY, RETURNS, AND ADDITIONAL INFORMATION

Return Policies

Return for refund within: 30 days

Return for replacement within: 30 days

This item is covered by Newegg.com's Standard Return Policy. [Read full return policy for details.](#)

Manufacturer Contact Info

[Manufacturer Website](#)

Support Phone: 1-800-734-9905

[Support Website](#)

[View other products from WatchGuard](#)



LOADING...

MORE BUYING OPTIONS



LOADING...

ADVERTISEMENT

DEALS JUST FOR YOU

Sign up to receive exclusive offers in your inbox.



Enter your e-mail address

SIGN UP

View Latest Email Deals

DOWNLOAD OUR APP

Enter your phone number and we'll send you a download link.

+1 ▾ Enter your phone number

SEND LINK

OR



Scan the QR code to download App
Scan this code with your phone's camera.

CUSTOMER SERVICE



MY ACCOUNT



COMPANY INFORMATION



TOOLS & RESOURCES



SHOP OUR BRANDS



© 2000-2023 Newegg Inc. All rights reserved. [Terms & Conditions](#) [Privacy Policy](#) [Cookie Preferences](#)



SHOP BY DEPARTMENT

- Brands A-Z
- WatchGuard
- Computers & Electronics
- Networking
- Wireless Routers
- Computers & Electronics
- Networking
- Wireless Routers



TRADEUP TO T40 W/ 3YR TSS US

\$2,166.00

In stock Price Alert

✓ Eligible for Free Shipping & Free Returns

1 ADD TO CART

Visit our WatchGuard Store

MPN: WGT40673-US

You can get \$43.32 reward for this product!

About this item
WATCHGUARD
WGT40673-US



DESCRIPTION

TRADEUP TO T40 W/ 3YR TSS US

Note: Please be aware that the availability, pricing, promotions, and descriptions of the product WGT40673-US by WatchGuard may change without notice. If you have any questions, please contact our customer care team.

SIMILAR PRODUCTS

View More

WATCHGUARD WatchGuard Firebox M390 hardware firewall 2400 Mbit/s \$2,725.00	SONICWALL SonicWall TZ670 hardware firewall Desktop 5000 Mbit/s \$1,751.00	SONICWALL SonicWall TZ670 hardware firewall Desktop 5000 Mbit/s \$2,045.00	SONICWALL SonicWall TZ670 hardware firewall Desktop 5000 Mbit/s \$2,814.00	SONICWALL SonicWall TZ670 hardware firewall Desktop 5000 Mbit/s \$
ADD TO CART	ADD TO CART	ADD TO CART	ADD TO CART	ADD TO CART



SIGN UP FOR NEWSLETTER

Your email address

SUBSCRIBE



Ship from all contiguous US states

sales@ipcstore.com

800-676-8680



POPULAR STORES

- [Intel 13th Gen](#)
- [RTX 30 series](#)
- [Computer Parts](#)
- [M.2 SSD PSS Upgrade List](#)
- [Gaming PC parts list](#)
- [Printing Equipment](#)
- [Build your gaming PC](#)
- [Shop by Brand](#)

INFORMATION

- [Your Account](#)
- [Your Orders](#)
- [Return Form](#)
- [Terms and Conditions](#)
- [Shipping Policy](#)
- [Privacy Policy](#)
- [Returns Policy](#)
- [FAQ](#)

GET TO KNOW US

- [About us](#)
- [Contact us](#)
- [Payment methods](#)
- [Tax Exemption](#)
- [Blog](#)
- [Sitemap](#)

IPCStore © 2010-2023 All Rights Reserved.

