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WATER TREATMENT CONSULTANTS
& MANUFACTURER REPRESENTATIVES
1448 Saratoga Road, Ballston Spa 12020
(518) 273-0500 (518) 273-0545(f)
BandLcontrol@gmail.com

This Services agreement is made on the 1st day of January 2019 by and between B & L Control Service Inc. of 1448 Saratoga Road, Ballston Spa, New York and Town of Schodack of 265 Schuurman Road, Castleton-on-Hudson, New York (hereinafter "client" or "Owner"). B & L Control Service Inc. and client agree as follows:

1. Scope of Services: Services will be rendered by B & L Control Service Inc. (hereinafter B & L") for client for property located at 125 Harry Howard Avenue, Hudson, New York. A minimum of five service visits will be rendered during this time period to supply below marked chemical and services, as specified herein, to client's system(s). Services requested by client and to be provided by B & L include the following; B&L Control Service Inc. agrees to check on equipment function, supply chemicals when needed, provide chemical readings, make necessary equipment and supply changes or modifications at the request of and with authorization from client and provide written recommendations to appropriate facility personnel with regard to such equipment and supply. B&L Control Service Inc. cannot and will not be held responsible for recommendations made to client that are not promptly and properly implemented and followed by client. While B&L Control Service Inc. is a consultation and services company, we cannot be held responsible for the client's equipment or chemicals function, effectiveness, or failure between our visits to client's property. Please see schedule of services to be provided on schedule A. For cooling tower, evaporative and condenser water, and any open water system(s) to be treated with biocide please see the attached maintenance schedule which is an integral part of this contract.

Please Provide Site contact name and number: _____

Please check this box if Saturday access is available for routine service visits.
Please provide Saturday access site contact if different from M-F Contact.

2. Term of Services : This signed agreement will start effective January 1, 2019 for a period of one year(s) and end effective December 31, 2019 for the total sum of \$3,715.00. If contract is for more than one year, the applicable payment schedule is attached. This agreement is subject to amendment and renegotiation if acceptance is not received within 10 days of the date set forth above. Any request for an estimate of time in which the services above are to be completed shall be made in writing.

3. Compensation: The authorized person or representative signing this agreement agrees and gives consent for the above named client being responsible for payment. Client agrees to pay B & L Control Service Inc. compensation for services rendered in the amount[s] specified above.

a. **Additional Fees:** The above listed fee for services does not include extra work (as defined in the attached Standard Terms and Conditions of Agreement). Fees and expenses associated with "extra work" are in addition to the fee set forth above and will be separately invoiced.

b. **Change Orders:** All changes to the scope of services must be requested, in writing, by client in advance of the work being performed by B & L Control Service Inc. Client agrees to pay for any additional services, equipment or chemicals requested in any change order or provided on service ticket signed by any agent or representative of B & L Control Service Inc.

c. **Payment Due:** Contract will be billed in full at the start of the specified term. Should the client wish to pay semi-annually or quarterly, the client must contact the office to arrange a payment schedule. Any remaining balance unpaid at the completion of the specified term is subject to interest and penalty charges. B & L Control Service Inc. accepts cash, most major

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credit cards, check or ACH payments.

4. Exclusions from Services Provided: The scope of services provided by B & L Control Service Inc. is specified in the above described services and does not include the parts and equipment deemed necessary for the successful function of the system that B & L is treating. Any such parts and equipment will be billed separately from the fees described in this contract unless otherwise noted below. Parts or equipment included in this contract:

If the client desires services which are not within the scope of services outlined above, the client agrees to the Change Order provisions above and agrees to pay further fees for any such additional services rendered.

5. Permits and Licensing: B & L Control Service Inc. is a registered pesticide applicator business. Pesticides / biocides applied will be those registered with the State of New York and applied by registered pesticide applicators. B&L Control Service Inc. will not be held responsible for discharges from and or permitting of client's equipment or systems. It is the responsibility of the facility owner to obtain proper approval and/or permits for the discharge of pesticide / biocide chemical through effluent discharge, emissions or other means.

6. Authorization for execution: The undersigned warrants he/she has authority to sign as, or on behalf of, the Client. If the undersigned does not have such authority, it is agreed that he/she will be personally responsible for any breach of this agreement and for payments required hereunder. In the event of any breach of this agreement or warranty, reasonable attorney's fee shall be included in any judgment rendered and Client understands and consents to such inclusion of fees.

This agreement represents the complete and integrated agreement between the parties and supersedes all prior agreements, may be amended only in writing and is binding upon the parties, their successors, assigns and legal representatives.

This Agreement, as signed by the client or client's representative, includes the following Standard Terms and Conditions incorporated herein by this reference, and to which the client agrees to be bound.

Date

Client Representative Signature

Print name and Title

() Initial here to authorize B & L Control Service Inc. to obtain payment of any fees due from your credit card. B & L Control Service Inc. will contact you to obtain the necessary information.

Date

B&L Control Service Inc. Representative

Print name and Title

Initial: _____



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STANDARD TERMS AND CONDITIONS OF AGREEMENT

1. **EXTRA WORK:** Extra work may include, but not be limited to, the replacement and/or repair of equipment and/or part. All extra work will be authorized by Client in writing prior to commencement by B & L Control Service Inc.
2. **DELAY:** Any delay, default, or termination in or of the performance of any obligation of B & L Control Service Inc. under this Agreement caused directly or indirectly by strikes, accidents, acts of God, shortage or unavailability of labor, materials, power or transportation through normal commercial channels, failure of client or client's agents to furnish information or to approve or disapprove B & L Control Service Inc.'s work promptly, late, slow or faulty performance by client, other contractors or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of B & L Control Service Inc. work, or any other acts of the client or any other Federal, State, or local government agency, or any other cause beyond B & L Control Service Inc.'s reasonable control, shall not be deemed a breach of this Agreement. The occurrence of any such event shall suspend the obligations of B & L Control Service Inc. as long as performance is delayed or prevented thereby, and the fees due hereunder shall be equitably adjusted, as agreed by B & L Control Service Inc.
3. **TERMINATION:** The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial and material failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, B & L Control Service Inc. shall be paid for all services rendered to the date of termination, as well as for all reimbursable expenses and termination expenses. For purposes of this section, the failure of the Client to pay B & L Control Service Inc. within thirty (30) days of receipt of an invoice shall be considered a substantial and material failure. In the event of a substantial and material failure on the part of the Client, B & L Control Service Inc., in addition to the right to terminate set forth in this paragraph, may also elect to suspend work until the default in question has been cured. No delay or omission on the part of B & L Control Service Inc. in exercising any right or remedy hereunder shall constitute a waiver of any such right or remedy on any future occasion.
4. **INDEMNIFICATION:** Client shall indemnify, defend and hold B & L Control Service Inc. harmless for any and all loss, cost, expense, claim, damage, suit, injury or liability of any nature arising from: (a) existing condition of machinery, pipes, mechanical units, client's equipment, etc.; (b) job site conditions and performance of work by others; (c) inaccuracy of data or information supplied by Client; and (d) work performed on infrastructure or machinery supplied by others, unless said loss was solely caused by B & L Control Service Inc.'s own negligence.
5. **LITIGATION:** Should litigation be necessary to collect any portion of the amounts payable hereunder, then all costs and expenses of litigation and collection, including, without limitation, fees, court costs, and attorney's fees (including such costs and fees on appeal), shall be the obligation of the Client. This Agreement is to be governed by the laws of the State of New York.
6. **ARBITRATION:** Client and B & L Control Service Inc. agree to make every effort to resolve all claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this agreement through arbitration. The parties further agree that the Client will require that all contractors, subcontractors, and material-persons, and their insurers and sureties whose fees, services or materials exceed five thousand dollars (\$5,000), as a condition for participation in the project and agreement to perform labor or services, shall agree to the use of arbitration to resolve any disputes.
7. **RISK ALLOCATION:** The Client agrees that B & L Control Service Inc.'s liability for all damages, including consequential damages, to the Client for any cause whatsoever in connection with this project, and regardless of the form of action, whether in the breach of this agreement or in tort, including negligence, shall be limited to B & L Control Service Inc.'s total fee for services rendered on the project.

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8. **INSURANCE:** B & L Control Service Inc. shall procure and maintain throughout the period of this Agreement, at B & L Control Service Inc.'s own cost, insurance for protection from claims under worker's compensation, temporary disability and other similar insurance required by applicable State and Federal laws. Certificates for all such policies of Insurance shall be provided to the Client upon written request. B & L Control Service Inc. shall not be responsible for any loss, damage or liability beyond the amount limits and conditions of such insurance.

9. **SUCCESSORS AND ASSIGNS:** Neither Client nor B & L Control Service Inc. shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law.

10. **NOTICES:** All notices called for by this agreement shall be in writing and shall be deemed to have been sufficiently given or served when presented personally or when deposited in the mail, postage prepaid, certified and return receipt requested.

11. **SITE CONDITIONS:** Client shall provide B & L Control Service Inc. with any information regarding potential hazards or whether personal protective measures are required when working on site(s) associated with this agreement. B & L Control Service Inc. personnel shall be afforded the opportunity to review any health and safety plans available for the site(s) that they will be working on. Owners and/or agents should monitor their system(s) at the frequency recommended and are responsible for taking action to have their systems properly operated when and as needed, and to contact B & L if service is required. Client should contact us either by email, phone or fax to let us know about spillage, empty containers, operation malfunction or other failures or alarms so that service can be timely provided.

12. **RIGHT OF ENTRY AND CLEARANCE:** The Client agrees to furnish the right of entry to the project site for B & L Control Service Inc. or its representatives and warrants (if the site is not owned by Client) that permission has been granted pursuant to the scope of services.

13. **OTHER AGENCIES:** It is understood by both parties that acceptance of this Agreement in no way constitutes any guarantee of quantitative performance as it pertains to the procurement of approvals or permits required from any governing agency in the course of execution of this Agreement. Furthermore, although the timely execution of work is the responsibility of B & L Control Service Inc., this Agreement in no way guarantees the timeliness of any action required from a reviewing or permitting agency.

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Schedule A

A detailed list of services to be provided by B & L Control Service Inc. to client is set forth below:

- Provide scale and corrosion inhibitor for closed loop water system(s)
 Check freeze protection of glycol closed system(s)
 Free laboratory testing of glycol systems available upon request.**

To include the following selected systems. (Check all that apply)

- Chilled
- Hot water heating
- Heat Pump Loop
- Preheat
- Reheat
- Heat Recovery

- Other – Tower Glycol – Ethylene Glycol**

Glycol Loop(s) (Always billed additional unless otherwise noted)

- _____ at \$ _____ per gallon*
- _____ gallons included at above per gallon price,
 additional to be billed as needed. *Per gallon price subject to change due
 to market fluctuations without notice.

- Provide scale, corrosion and total bacteria control using biocides for
 cooling tower / Open Evaporative Pan Water Loop(s)
 Formula 1150, Stabrom 909, Aquacar 714**

It is the responsibility of the owner or its agents to give adequate advanced notice to B&L of the system(s) seasonal status changes. For example: when the system is filled with water at beginning of cooling season or when the water is drained for winter.

For positive legionella samples that need chemical disinfection and additional treatment and/or require a mini Wisconsin, an additional charge of \$950.00 will be assessed per disinfection needed. No warranties or guarantees of success will be given. This disinfection of the open evaporative water system will include one follow up legionella samples.

- Legionella samples are to be taken at 60-90 day intervals by B&L Control Service Inc. Contract price includes results from the collection of up to four samples, which will be analyzed by a New York State approved laboratory. Any additional samples needed will be billed in addition to the contract price at \$250.00 per sample. (Must be checked to be included)
- Shutdown sample must be pulled within 30 days of shutdown.
- Inspection of system(s) are to be performed at 60-90 day intervals as per NYS Law (Must be checked to be included)
- Annual compliance review is required by November 1st of each year. Compliance reviews will be completed at time of customer request. A

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compliance review is an evaluation of the customer's compliance with NYSDOH Cooling Tower Regulations 10 NYCRR § 4-1.8.3. Only complete compliance will result in cooling tower certification. If you are unsure of what compliance items must be met for certification, please request a copy of our Compliance Review Packet. B&L Control Service Inc. does not guarantee certification of cooling towers.

Initial: _____

TOWN OF SCHODACK
RENSSELAER COUNTY NEW YORK

Resolution Number _____

RESOLUTION AUTHORIZING THE TOWN OF SCHODACK SUPERVISOR TO SUBMIT AN APPLICATION TO THE DEPARTMENT OF STATE 2019 LOCAL GOVERNMENT CITIZENS RE-ORGANIZATION EMPOWERMENT GRANT (CREG) REORGANIZATION PLANNING FOR GRANT FUNDS TO SUPPORT COSTS ASSOCIATED WITH THE CONSOLIDATION OF SEWER DISTRICTS

At a Regular Meeting of the Town of Schodack Town Board, held on <insert date>, the following resolution was made by :<insert name> and was subsequently seconded by: <insert name>

WHEREAS, the Town of Schodack Town Board, has determined that it is desirable and in the public interest to act as Lead Applicant to undertake the necessary activities for the submittal of an application under the **Department of State 2019 Local Government Citizens Re-Organization Empowerment Grant (CREG) Reorganization Planning Program** to be titled, **Town of Schodack Sewer District Consolidation**, and

WHEREAS, the Town of Schodack Town Board hereby authorizes the Supervisor to submit the grant application, and

WHEREAS, the Supervisor will serve as the Lead Applicant Contact Person to execute all financial and/or administrative processes relating to the grant program; and

WHEREAS, the intent of the proposed project is to provide the Town of Schodack with financial assistance for sewer district consolidation as services and responsibilities are transferred to the Town of Schodack, and to execute all the steps that will complete the re-organization, and

WHEREAS, the amount of funds to be requested from the **2019 Local Government Citizens Re-Organization Empowerment Grant (CREG) Reorganization Planning Program** are not to exceed \$23,500, and

WHEREAS, the Town of Schodack hereby commits to providing the 50% local cash match of \$11,750 or less should less funds be expended; and

IT IS HEREBY RESOLVED: that the Town of Schodack is the Lead Applicant in an application for financial assistance under the **2019 Local Government Citizens Re-Organization Empowerment Grant (CREG) Reorganization Planning Program** for a **Town of Schodack Sewer District Consolidation**.

Board Members present and voting were:	Yes	Nay
_____	_____	_____
_____	_____	_____

**TOWN OF SCHODACK
RENSSELAER COUNTY NEW YORK**

Resolution Number _____

_____	_____	_____
_____	_____	_____
_____	_____	_____

S E A L

CERTIFICATION

STATE OF NEW YORK
RENSSELAER COUNTY

I, **<insert name>**, do hereby verify that the foregoing is a true copy of a resolution unanimously adopted by the Town of Schodack New York, on the **<insert date>**.

Clerk

S E A L

1 P
2018-079

Thursday January 17th, 2019 9:50 AM



71 Marsh Rd East Rochester, NY 14445 585-586-7705 Fax 585-586-7706

Vehicle Purchase Proposal

Attention: Chief Joseph Belardo

Purchase Order#:

Town of Schodack PD
1797 Columbia Trpk
Castleton NY12033
Phone: 518-477-8077 Fax: 518-479-3502
Mobile: 518-522-1072 Email: jbelardo@schodackpolice.com

Order# B3784
Onondaga Bid 8771 2018

Item Description	Code	Qty	Your Price	MSRP
2018 Utility Police Interceptor AWD	K8A	1	\$ 27,472.00	\$ 33,265.00
Shadow Black	G1	1	\$ 0.00	\$ 0.00
3.7L V6 Ti-VCT FFV Engine	99R	1	\$ 0.00	\$ 0.00
6-Speed Automatic Transmission	44C	1	\$ 0.00	\$ 0.00
License Plate Bracket - Front	153	1	\$ 0.00	\$ 0.00
Aux Air Conditioning	17A	1	\$ 581.20	\$ 610.00
Dome Lamp - Red/White in Cargo Area	17T	1	\$ 46.00	\$ 50.00
Global Lock / Unlock Feature	18D	1	\$ 0.00	\$ 0.00
Front Warning Auxiliary Light	21L	1	\$ 506.00	\$ 550.00
Dark Car Feature – Courtesy lamp disable when any door is opened	43D	1	\$ 18.40	\$ 20.00
Mirrors - Heated Sideview	549	1	\$ 55.20	\$ 60.00
Pre-Wiring for grille LED lights, siren and speaker	60A	1	\$ 46.00	\$ 50.00
Noise Suppression Bonds (Ground Straps)	60R	1	\$ 92.00	\$ 100.00
Front Headlamp / Police Interceptor Housing Only	86P	1	\$ 115.00	\$ 125.00
Tail Lamp / Police Interceptor Housing Only	86T	1	\$ 55.20	\$ 60.00
2nd Row Cloth Seats	88F	1	\$ 55.20	\$ 60.00
		1	\$ 0.00	\$ 0.00
Legacy Lightbar, 295SLS Siren w/Speaker, Traffic Director R/B/A, Grille Light Red, Grille Light Blue, Ion License Plate Bracket Horizontal, R?B Ion Side Lights, Split Color R/B 4 Corner Strobe Lights, Havis 18" Angled Console w/ Side Armrest, Cupholders and Mic Clip, Antenna Cable Pre Ran for Radios, 28% Window Tint on Front 2 Windows, Wiring, Power Block, Top Hat Timer		1	\$ 9,319.60	\$ 10,130.00
Setina Push Bumper w/ 4 Whelen LED: PB450L Setina 70/30 Single Prisoner Transport: Setina Transport Seat Shipping from Setina		1	\$ 4,693.84	\$ 5,102.00
Brother Armrest Printer Bracket, Top Mount: C-ARPB-101 Havis Side Mounted Pole: C-HDM-204 LED Map Light Installed in Console: C-Map-T-LED Havis Coin Dish: C-AP-0325		1	\$ 0.00	\$ 0.00
Delivery to Region 3	Reg 3	1	\$ 265.00	\$ 265.00
Term is Net 15 Days A.R.V. Delivery from factory to dealer is estimated at 16-20 weeks. This Quote Expires In 60 Days or final Order date, whichever comes first.	Total Price:		\$ 43,300.64	
Quantity on this Order: 1	Grand Total:		\$ 43,300.64	

To place an order please sign and date this proposal and return it to Van Bortel Ford along with a valid Purchase Order, Voucher, or Letter of Intent. Thank You!

Accepted By: _____ Title _____ Date _____

Van Bortel Ford Inc (WBE) Federal ID 16-1609363 Salesperson: George Lunney Quote: 25312

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(TCD) THE CRUISERS DIVISION
430 RT. PLEASANT AVENUE
MAMARONECK, NY. 10543
TEL# (914) 311-7700
Fax# (914) 311-6848
Email: gc@tcd.com

Schenectady Police Dept
 Officer McNight
smcnight@schennectadypolice.com
 518-477-8078 518-478-3802 fax

December 10, 2018

2018 Ford Interceptor Utility AWD (Marked) Color BLACK
 County Contract # RFB-WC-17295
 1WD (Manual Lock/Unlock)
 Dark Car Interior Lights
 Drivers Side spotlight Led Upgrade to Whelen
 Radio Mounting Straps, Back Up Camera, Backup Sensors
 Grill Horns
 Removable Steering Wheel Switches
 Headlight housing for Led's, Tail light Housing
 Heated Mirrors
 Sync Blue Tooth
 Door lock Pingers
 Fleet Key 1284 X
 Front Camcorders, Rear Camcorders
 Deflector Shield
 Whelen Weapon Legacy Solo Front Dwo Rear or Liberty Bar
 Marine FM450 1A Horn
 Seilm 70/30 Single Stripes: Patchwork w/ Poly Divide & Rear Plastic Seat Insert
 Seilm Rear Cargo Partition
 Harvis C-Y8-1308-Juni Console w/ Armrest, (C-ARFB-101), Cupholder, Coin Ditch, Mic Clips
 Harvis Maplight
 Harvis C-411294-204
 Harvis CG-X Charge Guard
 Whelen Carbide Siren Light Controller
 Whelen SA 315P 100 Wren Speaker
 Whelen Mirror Hoops
 Whelen SEFFORIS Wig Wags
 Whelen IONC in Front Camera
 Whelen IONF Rear Inside Tailgate
 Whelen VTX600R in Rear Tail Lights
 Harvis C-1177-INTL-1-2 Under floor Equipment tray
 Total per Vehicle

840,786.00

PO to:
 Vance Country Ford
 C/O TCD
 430 Rt Pleasant Ave
 Mamaroneck, NY 10543

Respectfully Submitted

Gary Chernoff