2017	<u> </u>	4.1.0	
LOSAP POINTS		tal Calls =	437
LOSAP POINTS	Max e	call points	25
Name	Qualified for		
	LOSAP		
	Credit	Points	Deficit
\\.\.\.\.\.\.\.\.\.\.\.\.\.\.\.\.\.			
Brewer, Vincent	Yes	92	
Carner, Matthew	Yes	85	
Cassidy, Jr.,Brian Dikant, Jan	Yes	75	
Porward Sr, Jim	Yes	67	
orward Sr, Jim Oorward, Samara	Yes	51	
Sarvansites, Bobbi-Sue	Yes	77	
all, Sandra	Yes	100	
all, Thomas	Yes	75	
anrahan, Jill	Yes	93	
anrahan, Scott	Yes	79	
arris, David	Yes	54	
ones, David	Yes	77	
ammerts, Andrea	Yes	66	
ammerts, Debbie	Yes	51	
oak, Thomas	Yes	79	
osse, Jim	Yes	76	
chouten, Bill	Yes	51	
odd, Gabrielle (military)	Yes	89	
du, Gabrielle (military)	Yes	50	
Qualified Members =			
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Town of Schodack - Castleton Volunteer Ambulance Association Service Award Program

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	Status	Active	Active	Active	Active	Active	Active	Active	Active	Active	Active	Active Military	Active	Active	Active	Active	Active	Active	Active	
	City, State & Zip Code	Castleton, NY 12033	Nassau, NY 12123	Castleton-on-Hudson, NY 12033	Schodack Landing, NY 12156	Schodack Landing, NY 12156	Castleton, NY 12033	Castleton, NY 12033	Castleton, NY 12033	Castleton, NY 12033	Castleton, NY 12033	Castleton, NY 12033	Castleton, NY 12033	Castleton, NY 12033	Castleton, NY 12033	Castleton, NY 12033	Castleton, NY 12033	Castleton, NY 12033	Castleton, NY 12033	
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Accrued Service	Credit	5	0	-	9	0	5	2	22	10	10	0	1	0	4	0	4	1	1	
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	MI Date of Birth				7	41014000	101 TOPE	ORGANIZATE.	414411040			Direction of		Control of					Fare	
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	First name	Vincent	Madison	Norman	Matthew	Nicholas	Nicole	Brian	Janice	James	Samara	Trevor	James	Kayley	Bobbi-Sue	Michael	Stacey	Thomas	Sandra	
	Last name	1 Brewer	2 Bryda	3 Bullinger, I!I	4 Carner	5 Camer	6 Cassidy	7 Cassidy, Jr.	8 Dikant	9 Dorward	10 Dorward	11 Dorward	12 Dorward, Jr.	13 Fountain	14 Garvansites	15 Garvansites	16 Garvansites	17 Hall	18 Hall	

Please reference the Instructions before completing the listing. All blank entries must be completed prior to certification.

Town of Schodack - Castleton Volunteer Ambulance Association Service Award Program

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e i je	Active	Active	Active	Active	Active	Active	Active	Active Coff	Active	Active	Active	Lett ration Vested	Active	Active	Active Under 18	Active	Active Cont	Active	
City State & Zin Code	Castleton, NY 12033	Castleton, NY 12033	Castleton, NY 12033	Castleton, NY 12033	Castleton, NY 12033	Castleton, NY 12033	Schodack Landing, NY 12156	E Schodack, NY 12063	Schodack Landing, NY 12156	Castleton, NY 12033	Schodack Landing, NY 12156	Rensselaer, NY 12144 Cet	Castleton, NY 12033	Albany, NY	Castleton, NY 12033	Castleton, NY 12033	Castleton, NY 12033	Castleton, NY 12033	
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Date of Birth				和 可	STATE OF THE PARTY		Soc 1 Soc		**************************************	A STATE OF THE PARTY OF THE PAR						-	SHOWER	TO LOW	
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First name	IliC	Scott	David	Diane	Roger	David	Michael		Andrea	Chris	Debbie	William	Thomas	Carolyn	Arianna	James	Jeremy	William	
Last name	19 Hanrahan	20 Hanrahan	21 Harris	22 Hauer	23 Jensis	24 Jones	25 Jones	26 Kana	27 Lammerts	28 Lammerts	29 Lammerts	30 Mason, Jr.	31 Moak	32 Morris	33 Papas	34 Rosse, Jr.	35 Rossetti	36 Schouten	

Please reference the Instructions before completing the listing. All blank entries must be completed prior to certification.

Town of Schodack - Castleton Volunteer Ambulance Association Service Award Program

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į	Status	Active Company	Military Leave	Military Leaver Central	Active	Active	Vested/Left 2015	Vested/Left 2007	Vested/Left 2015	Vested/Left 2015	Affection of 2016 10	Vested/Left 2013	Vested/Left 2013	Vested/Left 2011	Vested/Left 2011	Vested/Left 2007	Vested/Left 2016
	City, State & Zip Code	Schodack Landing, NY 12156	Castleton, NY 12033	Castleton, NY 12033	Castleton, NY 12033	Castleton, NY 12033	Castleton, NY 12033	Albany, NY 12209	Castleton, NY 12033	Castleton, NY 12033	Castleton, NY 12033	Jasper, GA 30143	Jasper, GA 30143	Stuyvesant, NY 12173	Castleton, NY 12033	Castleton, NY 12033	Castleton, NY 12033
Malline Address	Mailling Address		3000				25 Stehy Point Rose	Service Community	\$826 BITCHVIEW ROBELL	11 - 11 - 11 - 11 - 11 - 11 - 11 - 11	A SOUTH THE REAL PROPERTY.	39 Mil Creek Roof	STATE CHARLES CHARLES		ODT C. O. Chindrotte Trees		ACO. Contain Secret
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First name		Cody	Gabbrielle	Shelby	Linda	lan	Michael	Brian	Daniel	Candice	Cathleen	Laura	Todd	David	Laurie	John	Jacqueline
Last name	27 6	- steppinger	38 Todd	39 Todd	40 Tucker	41 Walling	42 Doughtie	June Downey	44 Gardner	45 Gasson	46 Jensis	47 Lynde	48 Lynde	49 Quinn	50 Quinn	51 Shortsleeve	52 Todd

Please reference the Instructions before completing the listing. All blank entries must be completed prior to certification.

Town of Schodack - Castleton Volunteer Ambulance Association Service Award Program

City. State & Zin Code	Castleton N.V. 12033	Castleton, NY 12033	Eastleton NY 12033		55061											
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2017 Points Earned	23	49	39	N						Ĭ						
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First name	Bridget	Connor	レート	Christopher												
Last name	Bennett	Hall	Hanrahan Tyler	Schule												



# **Dawne Kelly**

From: David Harris

**Sent:** Monday, January 29, 2018 10:23 AM

To: Ken Holmes; Paul Harter; Jim Bult; Mike Kenney; Scott Swartz; Tracey Rex

Cc: Dawne Kelly

Subject: RE: New Backhoe Purchase

# Good job. I will forward to Dawne

David B. Harris
Supervisor
Town of Schodack
265 Schuurman Road
Castleton-on-Hudson, New York 12033

Telephone: (518) 477-7918 Fax Line: (518) 477-9594

Confidential Legal Notice: This message (including any attachments) is intended for the use of the individual or entity to whom it is addressed and contains information that is privileged and confidential. If you are not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you should not disseminate, distribute or copy this information and communication to any individual(s) not specifically identified in the above address headings.

From: Ken Holmes

Sent: Monday, January 29, 2018 9:46 AM

To: Paul Harter; David Harris; Jim Bult; Mike Kenney; Scott Swartz; Tracey Rex

Subject: New Backhoe Purchase

# Good Morning All,

This past Friday our mechanics (Harry and Tim) and I went to the Town of Stockport Highway Department to demo a new Case 580SN WT backhoe. The WT in the model number indicates the machine is wide tracked meaning the wheel footprint is 4-5 inches wider than a standard version machine. The wider stance provides additional stability when driving and digging. The backhoe is all wheel drive, has an extendable backhoe boom and a 4-in-one loader bucket making it an equal replacement to our current backhoe. I've attached literature, state contract information and a dealer quote pertaining to the machine. The purchase price is well below the 120K we budgeted for the machine. Nice!

I will ask Dawne to put this on the February 8, 2018 agenda to start the permissive referendum period (1 month) with your approval. Thank you in advance for your consideration in this matter.

# Best Regards, Ken

Kenneth J. Holmes Superintendent of Highways Acting Water/Sewer Director Town of Schodack

"There are two ways of exerting one's strength: One is pushing down, the other is pulling up."

-Booker T. Washington



# **MAINTENANCE AGREEMENT**

A Xerox Con	npany	BILL TO		<del> , ,</del>				SHIP TO	· · · · · · · · · · · · · · · · · · ·	
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Address		265 Schu	rman Roap		iress			265 Schuman Ro	ead	
Address2 City, ST, Zip	Coelleton Or	Hudson, NY	120		/, ST, Zip ivery Date		Castleton On Huda	on	NY 120	033
Phone / Fax		7-7590	120		me / Fax					
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# **EMS AGREEMENT**

- 1. This agreement will run co-terminus with the equipment lease or a minimum of 3 years with 2 additional 1 year renewal periods; unless Buyer cancels in writing by said anniversary date under the terms of cancellation set forth in paragraphs 2 and 3.
- 2. Cancellation: In addition to the rights of termination contained in paragraph 1, Buyer shall have the right to cancel this agreement upon 30 days written notice and payment in full of the liquidates damages charges as set forth in paragraph 3. In addition to its rights of termination provided for elsewhere in this agreement. Eastern Managed Print Network, LLC may cancel this agreement upon ten (10) days written notice if Buyer falls to pay amounts due to Eastern Managed Print Network, LLC according to this agreement.
- 3. Liquidated Damages: In the event of Suyer's default or upon his election and the subsequent canceliation of this agreement, Buyer promises to pay to Eastern Managed Print Network, LLC the following amount as reasonable liquidated damages (and not as a penalty) for each breach hereof: a. During fre first twelve months of the initial period, 12 times the minimum EMS charges.
- b. At any time thereafter, six times Buyer averages monthly EMS charge.
- 4. Default: if Buyer shall default in the performance of any obligation hereunder, and such default remain uncured for seven days, Eastern Managed Print Network, LLC may cancel this agreement upon seven days written notice and charge Buyer according to the formula contained in paragraph 3 above and for the reasonable value of unconsumed parts and supplies not returned to Eastern Managed Print Network, LLC. After such notice on cancellation, Eastern Managed Print Network, LLC shall have no further obligation to perform pursuant to this agreement.
- 5. Buyer agrees not to relocate the equipment subject to the EMS portion of this contract outside of Eastern Managed Print Network, LLC servicing area and, in the event of such relocation, Buyer agrees that this contract shall be deemed terminated by Buyer and Buyer agrees to pay liquidated damages upon such termination in accordance with the formula set forth in paragraph 3 and for unconsumed parts and supplies as set forth in paragraph 4.
- 6 Disclaimer: Eastern Managed Prini Network, LLC expressly disclaims any duly as an insurer of the Equipment herein, and Buyer shall pay for all costs of repair and parts or replacement of the equipment caused by an casualty, theft, or negligent act of Buyer's agents, which specifically includes abuse or misuse of the equipment, and service conducted by personnel other than those of Eastern Managed Print Network, LLC.
- 7. Retalined Title: Title to all supplies furnished hereunder, including consumable parts such as drums, remain with Eastern Managed Print Network, LLC until said supplies or parts are consumed to the extent they may not be further utilized in the copy making process.
- B. Assignment: No assignment of any rights there under shall be valid as to Eastern Managed Print Network, LLC unless consented to in writing in advance by same.
- 9. Complete Agreement: Buyer specifically agrees that NO OTHER representations, constitutions or warranties other than those set specifically in writing herein have been made or have been relied on in the making of this agreement.
- 10. This agreement does not include: purchase, delivery or installation charges of the equipment, optional accessories, in-shop reconditioning or major modifications to the equipment, or mileage on service calls for customers outside a 50-mile radius of Eastern Managed Print Network, LLC.
- 11. Buyer permits Eastern Managed print Network, LLC to install automated meter reading technology to collect meter counts monthly. Eastern Managed Print Network, LLC reserves the right to charge Buyer a monthly service fee for any device not connected to such data collection systems. If Eastern Managed Print Network, LLC does not receive the current month meter read, Buyer will be charged an average of the past three months of usage.
- 12. Buyer shall pay all of Eastern Managed Print Network, LLC costs in the collection of any amount due hereunder, in the recovery of any property pursuant hereto, or in the enforcement of its rights against Buyer, including reasonable attorney's fees, whether or not suit be brought. Buyer agrees that proper venue of any action at law or in equity brought by Eastern Managed Print Network, LLC to enforce its rights hereunder may be brought in a court of competent jurisdiction in Onondaga County, New York.
- 13. Warranty: Eastern Managed Print Network, LLC represents and warrants for a period of 90 days from the date hereof that the products sold hereunder are free from material defect or workmanship, and liability of Seller is expressly limited to the replacement or the repair of the parts or products which may be defective. Except as set torth above, Seller disclaims any other warranties, including any warranty of fitness for purpose. In any event, Seller shall not be flable for any special or consequential damages arising out of any breach hereof.

# EASTERN MANAGED PRINT NETWORK, LLC SHALL:

- 1. Train customer personnel in the use of Equipment at reasonable times.
- 2. Perform maintenance cleaning and make inspections, adjustments and repairs, repiace defective parts without additional charge to the customer.
- 3. Furnish all supplies included on reverse side of contract, to be delivered at accepted intervals in quantities as usage history dictales as determined by Eastern Managed Print Network, LLC and additional deliveries as required.
- 4. Have the right to increase the EMS rate at each one year interval as described in
- 5. Furnish emergency service calls as reasonably requested during normal working hours (8:30 a.m. to 5:00 p.m. daily), excluding Saturdays. Sundays and holidays.

- 1. Promptly notify Eastern Managed Print Network, LLC of any problem or malfunction with the equipment and cease usage until correction of same.
- Use all supplies only for copy making purposes in the Equipment.
   Allow Eastern Managed Print Network, LLC access to clean, inspect or repair the Equipment at any time during reasonable business hours.
- 4. Provide Eastern Managed Print Network, LLC Irue and accurate copy counter readings in any reasonable manner requested by them.
- 5. Provide suitable electrical service and maintain proper environmental requirements.
- 6. Pay all invoices within 30 days or be subject to a 1.5% monthly service charge on any unpaid

initial:
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# **MAINTENANCE AGREEMENT**

Company Purchaser Address			DACK TOWN HALL RMAN ROAD	Company Key Operator Address		TOW	HIP TO N OF SHODACK TOV 265 SCHURMAN RO	DAD
Address2 City, ST, Zip Phone / Fax	CASTLETON	I ON HUDSON	NY, 12	City, ST, Zip Delivery Date Phone / Fax		CASTL	ETON ON HUDSON,	NY 12033
	sperson	Purch	ase Order	Base Billing Cycle Preference	Custom	ner Type	Begin Date	2/2/2016
М	IKE G		-	Annual	Exis	sting	End Date	2/1/2019
Equipment		Description		Senal	Rate Type	Volume per Year	Base Billing Rate per Page	Base Billing Rate per Year
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ate:	UTHORIZED S:GNER			Name (print)				
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Rev. 04.11.13

# FUS AGREEMENT

- 1. This agreement will run co-terminus with the equipment lease or a minimum of 3 years with 2 additional 1 year renewal periods; unless Buyer cancels in writing by said anniversary date under the terms of cancellation set forth in paragraphs 2 and 3.
- 2. Cancellation: In addition to the rights of termination contained in paragraph 1, Buyer shall have the right to cancel this agreement upon 30 days written notice and payment in full of the liquidates damages charges as set forth in paragraph 3. In addition to its rights of termination provided for elsewhere in this agreement, Eastern Managed Print Network, LLC may cancel this agreement upon ten (10) days written notice if Buyer falls to pay amounts due to Eastern Managed Print Network, LLC according to this agreement.
- 3. Liquidated Damages: In the event of Buyer's default or upon his election and the subsequent cancellation of this agreement, Buyer promises to pay to Eastern Managed Print Network, LLC the following amount as reasonable liquidated damages (and not as a penalty) for each breach hereof: a. During the first twelve months of the initial period, 12 times the minimum EMS charges.
- b. At any time thereafter, six times Buyer averages monthly EMS charge.
- 4. Default: If Buyer shall default in the performance of any obligation hereunder, and such default remain uncured for seven days, Eastern Managed Print Network, LLC may cancel this egreement upon seven days written notice and charge Buyer according to the formula contained in paragraph 3 above and for the reasonable value of unconsumed parts and supplies not returned to Eastern Managed Print Network, LLC. After such notice on cancellation, Eastern Managed Print Network, LLC shall have no further obligation to perform pursuant to this agreement.
- 5. Buyer agrees not to relocate the equipment subject to the EMS portion of this contract outside of Eastern Managed Print Network, LLC servicing area and, in the event of such relocation, Buyer agrees that this contract shall be deemed terminated by Buyer and Buyer agrees to pay liquidated damages upon such termination in accordance with the formula set forth in paragraph 3 and for unconsumed parts and supplies as set forth in paragraph 4.
- 6. Disclaimer: Eastern Managed Print Network, LLC expressly disclaims any duty as an insurer of the Equipment herein, and Buyer shall pay for all costs of repair and parts or replacement of the equipment caused by an casually, theft, or negligent act of Buyer's agents, which specifically includes abuse or misuse of the equipment, and service conducted by personnel other than those of Eastern
- 7. Retained Title: Title to all supplies furnished hereunder, including consumable parts such as drums, remain with Eastern Managed Print Network, LLC until said supplies or parts are consumed to the extent they may not be further utilized in the copy making process.
- 8. Assignment: No assignment of any rights there under shall be valid as to Eastern Managed Print Network, LLC unless consented to in writing in advance by same.
- 9. Complete Agreement: Buyer specifically agrees that NO OTHER representations, constitutions or warranties other than those set specifically in writing herein have been made or have been relied on in the making of this agreement.
- 10. This agreement does not include: purchase, delivery or installation charges of the equipment, optional accessories, in-shop reconditioning or major modifications to the equipment, or mileage on service calls for customers outside a 50-mile radius of Eastern Managed Print Network, LLC.
- 11. Buyer permits Eastern Managed print Network, LLC to install automated meter reading technology to collect meter counts monthly. Eastern Managed Print Network, LLC to install automated meter reading technology to collect meter counts monthly. Eastern Managed Print Network, LLC does not receive the current month meter read, Buyer will be charged an average of the past three months of usage.
- 12. Buyer shall pay all of Eastern Managed Print Network, LLC costs in the collection of any amount due hereunder, in the recovery of any property pursuant hereto, or in the enforcement of its rights against Buyer, including reasonable attorney's fees, whether or not suit be brought. Buyer agrees that proper venue of any action at law or in equity brought by Eastern Managed Print Network, LLC to enforce its rights hereunder may be brought in a court of competent jurisdiction in Onondaga County, New York.
- 13. Warranty: Eastern Managed Print Network, LLC represents and warrants for a period of 90 days from the date hereof that the products sold hereunder are free from material defect or workmanship, and liability of Seller is expressly limited to the replacement or the repair of the parts or products which may be defective. Except as set forth above, Seller disclaims any other warranties, including any warranty of fitness for purpose. In any event, Seller shall not be liable for any special or consequential damages arising out of any breach hereof.

# EASTERN MANAGED PRINT NETWORK, LLC SHALL:

- 1. Train customer personnel in the use of Equipment at reasonable times.
- 2. Perform maintenance cleaning and make inspections, adjustments and repairs, replace defective parts without additional charge to the customer.
- 3. Furnish all supplies included on reverse side of contract, to be delivered at accepted intervals in quantities as usage history dictates as determined by Eastern Managed Print Network, LLC and additional deliveries as required.

  4. Have the right to increase the EMS rate at each one year interval as described in
- paragraph one..
- 5. Furnish emergency service calls as reasonably requested during normal working hours (8:30 a.m. to 5:00 p.m. dally), excluding Saturdays, Sundays and holidays.

# BUYER SHALL:

- 1. Promptly notify Eastern Managed Print Network, LLC of any problem or mailunction with the equipment and cause usage until correction of same.
- 2. Use all supplies only for copy making purposes in the Equipment.
- 3. Allow Eastern Managed Print Network, LLC access to clean, inspect or repair the Equipment at any time during reasonable business hours.
- 4. Provide Eastern Managed Print Network, LLC true and accurate copy counter readings in any
- reasonable manner requested by them.

  5. Provide suitable electrical service and maintain proper environmental requirements.

  6. Pay all invoices within 30 days or be subject to a 1.5% monthly service charge on any unpaid balance.

Initial:	





# **MAINTENANCE AGREEMENT**

Company Purchaser Address Address2			DACK TOWN HALL RMAN ROAD	Company Key Operator Address		TOW	CHIP TO N OF SHODACK TOV 265 SCHURMAN RO	DAD
City, ST, Zip Phone / Fax	CASTLETO	ON ON HUDSON	NY, 12	City, ST, Zip Delivery Date Phone / Fax		CASIL	ETON ON HUDSON,	NY 12033
	sperson	Purch	asa Order	Base Billing Cycle Preference	Custon	ner Type	Begin Date	2/3/2018
M	KE G		100	Annual	Exi	sting	End Date	2/2/2019
Equipment		Description		Serial V	Hate Type	Volume per Year	Base Billing Bate per Page	Base Bill og Rate per Year
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Developer Drums Filters	6. Preventive Ma 7. Labor 8. Does not inclu- paper, labels, sta transperencies, (	de:	Parts     Labor     Silters     Fuser Oil     Webs	Prevent, Maint,     Does not inclue     paper, labels, sta     transparencies, d     developer, (T Lab	le: ples, rums, toner	Parts     Labor     Revent. Maint. (     Does not include namer, labels, stant	t .	ener / cantiligios, IT Labor or S & H
				Must Se Co	npleted			
		Change Cu	urrent Equipi	, IA (40)				
	1.0 M 3	Machine ID#_	979CH	Connectivity Mainten	ance Agreems	ent		
Print driver setu	ctivity Maint, in p on computers a station setup on	nd training	2. Scanning setup o	n computers and training	3. Pagescopa Solut	ions satup and train	ing 4.	Lan lax driver configuration
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r.			Title_	Ву:			Ti	tie
ate:	THORIZED SIGNE			Name (print)				
		IN CONSIDERA	TTON THEREOF,	BUYER promises to pay to E ng as established by Buyer's	astem Managed	Print Network, LL	C. The monthly EM:	S

# **EMS AGREEMENT**

- 1. This agreement will run co-terminus with the equipment lease or a minimum of 3 years with 2 additional 1 year renewal periods; unless Buyer cancels in writing by said anniversary date under the terms of cancellation set forth in paragraphs 2 and 3.
- 2. Cancellation: In addition to the rights of termination contained in paragraph 1, Buyer shall have the right to cancel this agreement upon 30 days written notice and payment in full of the liquidates damages charges as set forth in paragraph 3. In addition to its rights of termination provided for elsewhere in this agreement, Eastern Managed Print Network, LLC may cancel this agreement upon tan (10) days written notice if Buyer fails to pay amounts due to Eastern Managed Print Network, LLC according to this agreement.
- 3. Equidated Damages: In the event of Buyer's default or upon his election and the subsequent cancellation of this agreement, Buyer promises to pay to Eastern Managed Print Network, LLC the following amount as reasonable liquidated damages (and not as a penalty) for each breach hereof: a. During the first twelve months of the initial period, 12 times the minimum EMS charges.
- b. At any time thereafter, six times Buyer averages monthly EMS charge.
- 4. Default: If Buyer shall default in the performance of any obligation hereunder, and such default remain uncured for seven days, Eastern Managed Print Network, LLC may cancel this agreement upon seven days written notice and charge Buyer according to the formula contained in paragraph 3 above and for the reasonable value of unconsumed parts and supplies not returned to Eastern Managed Print Network, LLC. After such notice on cancellation, Eastern Managed Print Network, LLC shall have no further obligation to perform pursuant to this agreement.
- 5. Buyer agrees not to relocate the equipment subject to the EMS portion of this contract outside of Eastern Managed Print Network, LLC servicing area and, in the event of such relocation, Buyer agrees that this contract shall be deemed terminated by Buyer and Buyer agrees to pay liquidated damages upon such termination in accordance with the formula set forth in paragraph 3 and for unconsumed parts and supplies as set forth in paragraph 4.
- 6. Disclaimer: Eastern Menaged Print Network, LLC expressly disclaims any duty as an insurer of the Equipment herein, and Buyer shall pay for all costs of repair and parts or replacement of the equipment caused by an casualty, theft, or negligent act of Buyer or Buyer's agents, which specifically includes abuse or misuse of the equipment, and service conducted by personnel other than those of Eastern Managed Print Network, LLC.
- 7. Retained Title: Title to all supplies furnished hereunder, including consumable parts such as drums, remain with Eastern Managed Print Network, LLC until said supplies or parts are consumed to the extent they may not be further utilized in the copy making process.
- 8. Assignment: No assignment of any rights there under shall be valid as to Eastern Managed Print Network, LLC unless consented to in writing in advance by same.
- 9. Complete Agreement: Buyer specifically agrees that NO OTHER representations, constitutions or warranties other than those set specifically in writing herein have been made or have been relied on in the making of this agreement.
- 10. This agreement does not include: purchase, delivery or installation charges of the equipment, optional accessories, in-shop reconditioning or major modifications to the equipment, or mileage on service calls for customers outside a 50-mile radius of Eastern Managed Print Network, LLC.
- 11. Buyer permits Eastern Managed print Network, LLC to install automated meter reading technology to collect meter counts monthly. Eastern Managed Print Network, LLC reserves the right to charge Buyer a monthly service fee for any device not connected to such data collection systems. If Eastern Managed Print Network, LLC does not receive the current month meter read, Buyer will be charged an average of the past three months of usage.
- 12. Buyer shall pay all of Eastern Managed Print Network, LLC costs in the collection of any amount due hereunder, in the recovery of any property pursuant hereto, or in the enforcement of its rights against Buyer, including reasonable attorney's fees, whether or not suit be brought. Buyer agrees that proper venue of any action at law or in equity brought by Eastern Managed Print Network, LLC to enforce its rights hereunder may be brought in a court of competent jurisdiction in Onondaga County, New York.
- 13. Warranty: Eastern Managed Print Network, LLC represents and warrants for a period of 90 days from the date hereof that the products sold hereunder are free from meterial defect or workmanship, and liability of Seller is expressly limited to the replacement or the repair of the parts or products which may be defective. Except as set forth above, Seller disclaims any other warranties, including any warranty of filiness for purpose. In any event, Seller shall not be liable for any special or consequential damages arising out of any breach hereof.

# EASTERN MANAGED PRINT NETWORK, LLC SHALL:

- Train customer personnel in the use of Equipment at reasonable times.
   Parform maintenance cleaning and make inspections, adjustments and repairs, replace defective parts without additional charge to the customer.
- 3. Furnish all supplies included on reverse side of contract, to be delivered at accepted intervals in quantities as usage history dictates as determined by Eastern Managed Print Network, LLC and additional deliveries as required.
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- 5. Furnish emergency service calls as reasonably requested during normal working hours (8:30 a.m. to 5:00 p.m. daily), excluding Saturdays, Sundays and holidays.

- 1. Promptly notify Eastern Managed Print Network, LLC of any problem or malfunction with the equipment and cease usage until correction of same.
- 2. Use all supplies only for copy making purposes in the Equipment.
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- 4. Provide Eastern Managed Print Network, LLC true and accurate copy counter readings in any reasonable manner requested by them.
- Trovide suitable electrical service and maintain proper environmental requirements.
   Provide suitable electrical service and maintain proper environmental requirements.
   Pay all invoices within 30 days or be subject to a 1.5% monthly service charge on any unpaid.

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# **MAINTENANCE AGREEMENT**

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Address		265 SCHU!	RMAN ROAD		Address			265 SCHURMAN R	DAD
Address2					City, ST, Zip		CASTL	ETON ON HUDSON	
City, ST, Zip Phone / Fax	CASTLETON	NOSQUH N	NY, 1	2033	Delivery Date	<u> </u>			
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1. Toner	6. Preventive Mainte	nance	1. Parts		6. Prevent. Maint.	(no supplies)	1. Parts		
2. Developer	7. Labor		2. Labor		7. Does not include		2. Labor		
3. Drums 4. Filters	B. Does not include:     paper, labels, staple		3. Filters 4. Fuser Oil		paper, labels, sta		3. Prevent. Maint.		
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# **ENS AGREEMENT**

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# **BUYER SHALL:**

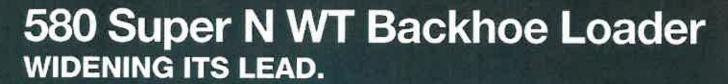
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- Provide Eastern Managed Print Network, LLC true and accurate copy counter readings in any reasonable manner requested by them.
- 5. Provide suitable electrical service and maintain proper environmental requirements.
- Pay all Invoices within 30 days or be subject to a 1.5% monthly service charge on any unpaid balance.





# CASE 580 Super N Wide Track BACKHOE LOADER





Built with a strong SCR (Selective Catalytic Reduction) engine, the Tier 4 Final 580 Super N Wide Track maintains its legacy as a leader by delivering more muscle than ever before. Not only does this wide track backhoe loader offer better flotation, lower ground pressure and enhanced stability thanks to its wider stance, it also packs more

power. A larger loader cylinder provides greater breakout force in the front of the machine, and a stronger PowerLift\* capacity enables industry-leading backhoe lifts of over 4,000 lbs. And this is all complemented with new controls and options that save fuel and time.

# 580SN WT Highlights

- PowerLift™ channels additional hydraulic power to the backhoe to deliver lifting strength comparable to larger machines.
- Exclusive ProControl swing dampening system comes standard and minimizes backhoe rebound to provide precise control.
- Over-center backhoe design provides better balance for smoother roading and also creates a better departure angle.
- Heavy-duty loader designed with long arms for easier truck loading and in-line, parallel linkage for better balance with unever loads.
- Auto-Ride Control™ (optional on 4WD models) helps with load retention by cushioning loader arm bounce at elevated speeds.
- Exclusive to CASE, the Comfort Steer™ option saves time during repetitive loader tasks by cutting lock-to-lock turns in halt.
- New fuel efficiency options include auto-idle, autoshutdown and ECO-mode, which provides full power to the backhoe while in neutral.
- B Limited-slip front axle transfers power from the wheels that slip to the wheels that grip in loose terrain.
- The industry's most maneuverable controls with infinitely adjustable pilot control towers, a control pattern selector and adjustable wrist rests.
- Floor-to-ceiling windows and a low-profile hood provide maximum visibility all around the machine.
- Rear-quarter window opens 180° for an unobstructed view, enhanced airflow and easy communication with spotters around the machine.
- Adjustable SmartClutch lets operators customize the feel of forward-to-reverse transitions (aggressive, moderate or soft) to suit their preference.
- Integrated hydraulic quick-coupler (optional) lets operators switch out backhoe attachments from the convenience of their seat and comes factory-built into the machine a CASE exclusive.
- New universal backhoe coupler (optional) fits Cat<sup>e</sup> and John Deere attachments for expanded versatility.
- Exclusive "Easy Flex" side lights are adjustable to provide overlapping fields of coverage for greater illumination at night.

# SCR - A Strong Tier 4 Final Solution.

CASE chose an SCR (Selective Catalytic Reduction) Tier 4 Final solution to meet emissions regulations without sacrificing strength. That's because SCR is an after-treatment system. It lets the engine breathe easier and run at peak performance, which translates to maximum power. Plus, SCR is simple. No regeneration. No new filters. Just pour a little DEF (Diesel Exhaust Fluid) and go.



# Over-Center Backhoe Design.

Our revolutionary over-center backhoe design locks the boom in toward the machine, transferring at least 15% of its weight to the front axle, which drastically improves stability to minimize "porpoising" during roading. You'll retain more material and comfortably travel up to an impressive 23 mph to, from and around the site.



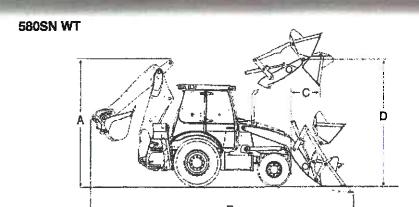
# Cut Turns in Half With Comfort Steer™.

Exclusive to CASE, the Comfort Steer option reduces lock-to-lock rotations when moving from full right to full left (and vice versa). You can load, stockpile and backfill considerably faster with less operator discomfort throughout the day.





# **580SN WT BACKHOE LOADER**



Line drawings are for illustrative purpose only and may not be exact representation of unit.

MENSIONS	580SN

DIE 133 in. (3 365 mm) Height To Transport 280 in. (7 106 mm) B. Overall Transport Length Dump reach at full height, 45° dump 27.0 in. (685 mm) C. Hight To Bucket Hinge Pin Fully Raised 138 in. (3 497 mm)

Maximum Digging Depth, 14 ft, 6 in. (4 431 mm)/18 ft. 0 in. (5 482 mm) Standard/Extendahoe

NOTE: Dimensions taken with 4WD. 21 L x 24.0 10 PR rear tires, and Long Lip bucket.

SPECIFICATIONS	580SA W7
Engine Make/Model	FPT F58FL413B
Emissions Certification	Tier 4 Final
Gross HP - hp (kW)	97 (72)
Peak Torque – Ib-ft (N-m)	334 (453)
Displacement/Cylinders - In.3 (L)	207 (3.4)/4
Auxiliary Hydraulic Flow – gpm (L/min)	41 (156.2)
Loader Lift Capacity – Ib. (kg)	8,425 (3 822)
Loader Bucket Breakout Force - lb. (daN)	10,873 (4 837)
Backhoe Lift Capacity at Ground Level - fb. (kg)	3,761 (1 706)
Backhoe Bucket Breakout Force - lb. (N)	15,070 (67 039)
Operating Weight – lb. (kg)	20,077 (9 107)



Standard on all N Series backhoe loaders, CASE SiteWatch telematics breaks the boundaries of fleet management by allowing you to monitor and manage multiple machines from your office, wherever that may be. No more manually tracking down engine hours and fuel levels. Get real-time performance metrics, idle-time analytics, scheduled maintenance intervals and programmable security alerts sent to any computer, anywhere.

# Maintenance Made Easy.

When you buy a CASE, you want it to last. We make it simple. The N Series is no exception. From swing-out coolers and outboard-mounted disc brakes to ground-level site gauges and grouped service points under the flip-up hood, you can do daily maintenance in a matter of minutes. Plus, with the new SCR engine, there's no new maintenance needs.





©2014 CNH Industrial America LLC, All rights reserved, CASE is a trademark registered in the United States and many other countries, owned by or licensed to CNH industrial N.V., its subsidiaries or affiliates. CNH Industrial Capital is a trademark in the United States and many other countries, owned by or accessed to CNH Industrial N.V., its subsidiaries or affiliates. Any trademarks referred to herein are the sole property of their respective owners. Printed in U.S.A.



Always read the Operator's Manual before operating any equipment, inspect equipment before using it, and be sure it

is operating property. Follow the product safety signs and use any safety features provides.

NOTE: All engines meet current EPA emissions regulations. NOTE: At specifications are stated in accordance with SAE Standards or Recommenced Practices, where applicable.



IMPORTANT: CASE Construction Equipment Inc. reserves the right to change these specifications without notice and without incurring any obligation relating to such change. Availability of some models and equipment builds vary according to the country in which the equipment is used. The illustrations and text may include optional equipment and accessories and may not include all standard equipment. Your CASE dealer/distributor will be able to give you details of the products and their specifications available in your area.



CASE construction equipment is biodiesel-friendly.

USA NJPA



See www.casece.com for product information

LIPA PRICE LIST DISCOUNTSContract 032515 Valid until 06/30/20	)19
levised 01/27/2017	

	FOR USA MARKET ONLY	MEMBER
DDGDUGT (MADE)		DISCOUNT
PRODUCT / MODEL	PRICE LIST	LIST PRICE
TRACTOR LOADER		1
570N EP	PL-200 TLL SAP REVISION 16 EFF January 1, 2017	38%
TRACTOR LOADER BA		T
580N 2WD	PL-200 TLB SAP REVISION 16a EFF November 18, 2016	45%
580N 4WD	PL-200 TLB SAP REVISION 16a EFF November 18, 2016	45%
580SN 2WD	PL-200 TLB SAP REVISION 16a EFF November 18, 2016	45%
580SN 4WD	PL-200 TLB SAP REVISION 16a EFF November 18, 2016	45%
580N EP 2 WD	PL-200 TLB SAP REVISION 16a EFF November 18, 2016	45%
580N EP 4 WD	PL-200 TLB SAP REVISION 16a EFF November 18, 2016	45%
580SN WT	PL-200 TLB SAP REVISION 16a EFF November 18, 2016	45%
590SN 2WD	PL-200 TLB SAP REVISION 16a EFF November 18, 2016	45%
590SN 4WD	PL-200 TLB SAP REVISION 16a EFF November 18, 2016	45%
FORKLIFT		
580H 2WD	PL-200 RTFL SAP REVISION 17 EFF. JULY 29th 2016	39%
580H 4WD	PL-200 RTFL SAP REVISION 17 EFF. JULY 29th 2016	39%
CRAWLER DOZER		
650L	PL-200 CE SAP REVISION 10d EFF September 21, 2016	36%
750M	PL-200 CE SAP REVISION 15 EFF November 7, 2016	45%
850M	PL-200 CE SAP REVISION 15 EFF November 7, 2016	45%
1150M	PL-200 CE SAP REVISION 15 EFF November 7, 2016	40%
1650M	PL-200 CE SAP REVISION 15 EFF November 7, 2016	45%
2050M	PL-200 CE SAP REVISION 15 EFF November 7, 2016	40%
COMPACT WHEEL LOA	DER	
21F	PL200 CW SAP REVISION 14 EFF January 1, 2017	36%
121F	PL200 CW SAP REVISION 14 EFF January 1, 2017	40%
221F	PL200 CW SAP REVISION 14 EFF January 1, 2017	40%
321F	PL200 CW SAP REVISION 14 EFF January 1, 2017	40%
		· · · · · · · · · · · · · · · · · · ·

# Group 40625- Award 22792, Heavy Equipment

# CNH Industrial LLC (Construction) Contractor and Pricing Information

# **September 28, 2017**

	4		NYS Vendor ID
NYS Contract: PC67265  NJPA Contract: 032515-CNH	CNH Industrial America LLC 700 State Street Racine, WI 53402	Case Construction Name: Tony Simpson Manager Government Sales Toll Free Phone: (262) 636-6576 Email: tony.simpson@casece.com  New Holland Construction Name: Amy Swett Manager Government Sales Toll Free Phone: (877) 269-0114 Phone: (717) 355-1686 Fax: (866) 640-1420 Email: amy.swett@newholland.com	Federal ID 76-0433811 NYS Vendor ID 1100123548

# **Contract Pricelist and Discounts**

NOTE: Price shall include all customs duties and charges. Shipping costs from the shipping point may be added to invoice for the product, with a copy of the freight bill. Shipping costs are to be prepaid by Contractor and such orders are to be shipped on an F.O.B. destination basis. Contractor shall provide the Authorized User with an estimate of shipping charges prior to placement of an order. All such orders shall be shipped by the most economical method for the proper delivery of the product unless special instructions are stated on the Purchase Order by the Authorized User.

Link to Contractor Price List (List Prices): Contact Centralized Contract Contact listed above for price list. Discounts and authorized dealers follow on the ensuing pages.

# NJPA PER HEAVY EQUIPMENT CONTRACT PC67265 PRICING FOR CASE 580SN WT LOADER/BACKHOE WITH OPTIONS

		SD05097	\$009006 \$017089 \$040020 \$015302	SD13602		<u>Section</u>
		747855	8392564 423076 423047 423049	9200015		Option
TOTAL NJPA PRICING MONRUE TRACTOR AND CASE SPECIAL DISCOUNT FINAL PRICING PER LOADER BACKHÜE	PREIGHT 93" 4/1 BUCKET WITH MULTIPLE CUTTING EDGFS 24" HIGH EAPACHY BUCKET 48" DYTCHING BUCKET PREDELIVERY	CAB WITH HEATER AND A/C W/LH DOOR ONLY Total NJPA Price w/o additional items ADDITIONAL ITEMS	21U.24 10 PLY REAR TIRES FXTENDAHOE HEAVY COUNTERWEIGHT 900LB ILO 4D0# HYDRAAULIC CUICK COUPLER FOR REONT BLICKET	PERFORMANCE PKG  COMBO DIRECT PILOT CONTROLS, AUTO RIDE CONTROL, FLIP (WER STABIUZERS PADS, AND GRIPPER EXTENSIONS  12.5/80X18.10 PLY	DELUXE CAB, COMPORT STEER, AIR SUSPENSION SEAT, AM/FM RADIO, 4W/D POWERSHIFT, PILOT CONTROLS W/POWER LIFT, TELEMATICS CONVENIENCE PIG DUAL BATTERIES/GRID HEATER, ENGINE BLOCK HEATER, ROTATING BEACON,	<u>Description</u> 5805NWT TIER IV FINAL 4 WHEEL DRIVE COMFORT PKG.
	******	4n e	n es es es	i^ 10	u u	·s
(A)	2,385 00 5,286,00 1,321,00 1,397,00 1,200.00	10,01000	7,368 00 487.00	5,885.00	4,969.00 1,400.00	<u>List Price</u> 135,494.00
11,589.00		45%	45% 45%	45%	45%	Discount 45%
10 10		*****	***	n 39	u u	śn
106,020.70 (5,300.66) 100,720.04		3,344.55 5,505.50 94,431.70	4,U51.40 267.85	3,236.75	2,732.95 770.00	<u>NIPA Price</u> 74,521.70

TOTAL PRICE WITH TRADE IN

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100,720.04

The later	?	?	1			SAN			Small
					. 45	1010000	Dealer College	TEINS	(00)
Hoffman Equipment	Medford	3	11763	(631) 207-2900	(631) 207-2918	1000008736	Dennis Brophy	222176843	Yes
Hoffman Equipment	Bronx	₹	10462	(718) 822-1180	(718) 822-1183	1000008736	Dennis Brophy		Yes
Hoffman Equipment	Marfboro	₹	12542	(845) 236-3000	(845) 236-3154	1000008736	Mike Anderson		Van
Monroe Tractor &					10.00	1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	Tractorial	_1_	100
lmpi.	Henrietta	Ę	14467	(585) 334-3867	(585) 334-0001	1000007551	John Dancy	160850093	<b>S</b>
Monroe Tractor &							Mike	ㅗ	6
mpl.	Buffalo	Z	14225	(716) 681-7100	(716) 681-7741	1000007551	Masterandelo	180850083	<b>Y</b> 29
Monroe Tractor &	Z.		$\neg$				3000		20
Impl.	Syracuse	₹	13212	(315) 452-0000	(315) 452-9624	1000007551	Mark Winooski	160850083	<b>&lt;</b> B
Monroe Tractor &							The state of the s	_	G
impl.	Horseheads	Ę	14845	(607) 739-8741	(607) 739-8747	1000007551	Chuck Miller	160850083	< 8
Monroe Tractor &								_	100
Impi.	Binghamton	Z	13904	(607) 754-6570	(607) 625-5553	1000007551	Jeremy Palmer	180850083	< 2 2
Monroe Tractor &									3
Impl.	Latham	Z	12110	(518) 785-8013	(518) 783-8544	10000007551	Josh Clark	160850083	<b>400</b>
Beauregard Equipment	Colchester	<b>S</b>	05446	(802) 803-1555	(BO2) 803 1030	1400400000			



Quote ld: 16749387

ALL PURCHASE ORDERS MUST BE MADE OUT

TO (VENDOR): Deere & Company

2000 John Deere Run Cary, NC 27513

FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT

TO DELIVERING DEALER:

Keil Equipment Co., Inc. 2356 Route 9

Hudson, NY 12534

518-537-6221 bradk@keilequipment.com

01 February 2018 3776 Us Highway 20 Nassau, NY 12123

Ken: Please find attached the NY STATE CONTRACT/NJPA CONTRACT #052417 for a new 2018 Alamo-Industrial 22' Machete 2 boom mower with 48" flail-axe head, 60" Grass Flail Head, quick hitch, quick hitch hyd. Kit, mounting charges, oil and freight. Pricing is FOB our Hudson NY facility and availability would be approx. 90 to 120 days ARO.

ALL State Contract quotes good for 30 days.

Thank you for the opportunity to provide this quote. Best -----

Bradley Keil 518-537-6221 Keil Equipment Co., Inc.



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company 2000 John Deere Run Cary, NC 27513

FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Keil Equipment Co., Inc. 2356 Route 9 Hudson, NY 12534 518-537-6221

bradk@keilequipment.com

# **Quote Summary**

Prepared For: Town Of Schodack Ken Holmes 3776 Us Highway 20 Nassau, NY 12123 Business: 518-766-4000 Mobile: 518-477-7590

Ken.holmes@schodack.org

Delivering Dealer:
Keil Equipment Co., Inc.
Bradley Keil
2356 Route 9
Hudson, NY 12534
Phone: 518-537-6221
bradk@keilequipment.com

Quote ID: 16749387
Created On: 01 February 2018
Last Modified On: 01 February 2018
Expiration Date: 05 March 2018

 Equipment Summary
 Selling Price
 Qty
 Extended

 2018 ALAMO MACHETE-2
 \$ 78,848.30
 X
 1
 =
 \$ 78,848.30

Contract: Alamo Corporation

**Price Effective Date:** 

Equipment Total	\$ 78,848.30
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* Includes Fees and Non-contract items	Quote Summary	
	Equipment Total	\$ 78,848.30
	Trade In	
	SubTotal	\$ 78,848.30
	Est. Service Agreement Tax	\$ 0.00
	Total	\$ 78,848.30
	Down Payment	(0.00)
	Rental Applied	(0.00)
	Balance Due	\$ 78,848.30

Salesperson : X	Accepted By : X
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# **Selling Equipment**

Quote Id: 16749387 **Customer Name: TOWN OF SCHODACK** 

ALL PURCHASE ORDERS MUST BE MADE OUT

TO (VENDOR): Deere & Company 2000 John Deere Run Cary, NC 27513

FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT

TO DELIVERING DEALER:

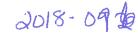
Keil Equipment Co., Inc. 2356 Route 9

Hudson, NY 12534

518-537-6221

bradk@keilequipment.com

	20	18	ALAMO M	ACHETE	-2		
Hours: ()							
Stock Nu	mber:						
Contract:	Alamo Corporation					S	elling Price
Price Effe	ective Date:					\$	78,848.30
		* Pri	ce per item	includes F	ees and No		•
Code	Description	Qty	-	Discount%	Discount		
					Amount	Price	Contract Price
048622 00	Alamo-Industrial "Machete 2" 22' Boom Mower/Joystick Control	1	\$ 46,948.00	15.00	\$ 7,042.20	\$ 39,905.80	\$ 39,905.80
		Star	ndard Option	s - Per Unit			
029820 02	Mounting; Labor; Oil	1	\$ 7,603.00	15.00	\$ 1,140.45	\$ 6,462.55	\$ 6,462.55
029862 54	48" Flail-Axe Head	1	\$ 15,359.00	15.00	\$ 2,303.85	\$ 13,055.15	\$ 13,055.15
029881 86	60" Heavy Duty Grass Flail Head	1	\$ 16,121.00	15.00	\$ 2,418.15	\$ 13,702.85	\$ 13,702.85
029894 63	Quick coupler	1	\$ 3,979.00	15.00	\$ 596.85	\$ 3,382.15	\$ 3,382.15
	Quick Hitch Hydraulics For 2nd Head	1	\$ 528.00	15.00	\$ 79.20	\$ 448.80	\$ 448.80
	Standard Options Total		\$ 43,590.00		\$ 6,538.50	\$ 37,051.50	\$ 37,051.50
			Other Cha	rges			
	Freight	1	\$ 1,891.00			\$ 1,891.00	\$ 1,891.00
	Other Charges Total		\$ 1,891.00			\$ 1,891.00	\$ 1,891.00
	Suggested Price						\$ 78,848.30
Total Sellir			\$ 92,429.00		¢ 12 500 70	\$ 78,848.30	Company of the Compan







# **PURCHASE AGREEMENT**

# A Xerox Company

		BILL TO					SHIP TO			
Company	To	wn Of Schodack T	own Hall	Company						
Purchaser		Debble Curtis	s	Key Operator		Debble Curtis				
Address		Address		Castleton On Hudson						
Address2					City, ST, Zip	Castletor	On Hudson	NY		12033
City, ST, Zip	Castleton	On Hudson, NY		12033	Delivery Date					
Phone / Fax	518-477-750	Phone / Fax			G-					
	Salesperson	P.O. #	Tax Ex	kempt #			Terms		Te	rritory
Fe	reshteh Shojaie			1001/100			Lease			•
Quantity	Equipment		Deed	ription		F 6.	riai #	Unit Price	- 3	Total
1	WC3615DN	Xerox WorkCer		приоп		36	ittali #	Offic Price	\$	999.00
1	497K13620			not Trav		<del> </del>			4	999,00
1	497K13660	PHTRAY1 - Additional 550 Sheet Tray STNDSTORE - Stand with Storage					· · · · · · · · · · · · · · · · · · ·			
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	E 12 - 2 2 2 2 2		10091	100				Sub Total	\$	999.00
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Model:	TIABLE III. O CUSTOIT	ner trade-in	O Competit	sve Buyout C Serial #	Lease Trade-In	1	setup, belive	Trade-in		
Lease Co.:				Lease #:					φ.	000.00
				Lease #.				Sub Total		999.00
EQUIPMENT T	RADED IN: O Custom	er Trade-In	O Compe	titive Buyout	O Lease Trade	-In	Sales Tax %		\$	-
Model:				Serial #				TOTAL	\$	999.00
Lease Co.:				Lease #:				Deposit		
	CONTRACTOR OF THE PARTY OF THE						BALAN	CE DUE	\$	999.00
ACCEPTED E	astem Managed Print Net	work, LLC						Date		
Ву:			Title	_	Ву:			Title		
	AUTHORIZED SIGNER				Name (print)					
Date:					,					
Albany	16 Petra Lane	, Albany, NY 1220	5	518-869-4310	Syracuse	1224 West G	ienesee St, Syrac	use, NY 13204	315-	474-7000
Rochester	1387 Fairport Rd, 10			585-388-5550	Endicott		e, Suite 102. End			34-7220
			***************************************	hink Globally, A						
IMPORTANT: TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE OF THIS FORM ARE AN INTRICATE PART OF THIS CONTRACT										
THE CONTROL TO SELECTION OF THE REVENSE SIDE OF THIS FORM ARE AN INTRICATE PART OF THIS CONTRACT										

# **EMS AGREEMENT**

- 1. This agreement will run co-terminus with the equipment lease or a minimum of 3 years with 2 additional 1 year renewal periods; unless Buyer cancels in writing by said anniversary date under the terms of cancellation set forth in paragraphs 2 and 3.
- 2. Cancellation. In addition to the rights of termination contained in paragraph 1, Buyer shall have the right to cancel this agreement upon 30 days written notice and payment in full of the liquidates damages charges as set forth in paragraph 3. In addition to its rights of termination provided for elsewhere in this agreement. Eastern Managed Print Network, LLC may cancel this agreement upon ten (10) days written notice if Buyer falls to pay amounts due to Eastern Managed Print Network, LLC according to this agreement.
- 3. Liquidated Damages: in the event of Buyer's default or upon his election and the subsequent cancellation of this agreement, Buyer promises to pay to Eastern Managed Print Network, LLC the following
- amount as reasonable liquidated damages (and not as a penalty) for each breach hereof: a. During the first twelve months of the initial period, 12 times the minimum EMS charges.
- b. At any time thereafter, six times Buyer averages monthly EMS charge.
- 4. Default: if Buyer shall default in the performance of any obligation hereunder, and such default remain uncured for seven days, Eastern Managed Print Network, LLC may cancel this agreement upon seven days written notice and charge Buyer according to the formula contained in paragraph 3 above and for the reasonable value of unconsumed parts and supplies not returned to Eastern Managed Print Network, LLC. After such notice on cancellation, Eastern Managed Print Network, LLC shall have no further obligation to perform pursuant to this agreement.
- 5. Buyer agrees not to relocate the equipment subject to the EMS portion of this contract outside of Eastern Managed Print Network, LLC servicing area and, in the event of such relocation, Buyer agrees that this contract shall be deemed terminated by Buyer and Buyer agrees to pay liquidated damages upon such termination in accordance with the formula set forth in paragraph 3 and for unconsumed parts and supplies as set forth in paragraph 4.
- 6. Disclaimer: Eastern Menaged Print Network, LLC expressly disclaims any duly as an insurer of the Equipment herein, and Buyer shall pay for all costs of repair and parts or replacement of the equipment caused by an casualty, theft, or negligent act of Buyer or Buyer's agents, which specifically includes abuse or misuse of the equipment, and sarvice conducted by personnel other than those of Eastern Managed Print Network, LLC.
- 7. Retained Title: Title to all supplies furnished hereunder, including consumable parts such as drums, remain with Eastern Managed Print Network, LLC until said supplies or parts are consumed to the extent they may not be further utilized in the copy making process.
- 8. Assignment: No assignment of any rights there under shall be valid as to Eastern Managed Print Network, LLC unless consented to in writing in advance by same.
- 9. Complete Agreement: Buyer specifically agrees that NO OTHER representations, constitutions or warranties other than those set specifically in writing herein have been made or have been relied on in the making of this agreement.
- 10. This agreement does not include: purchase, delivery or installation charges of the equipment, optional accessories, in-shop reconditioning or major modifications to the equipment, or initege on service calls for customers outside a 50-mile radius of Eastern Managed Print Network, LLC.
- 11. Buyer permits Eastern Managed print Network, LLC to Install automated meter reading technology to coliect meter counts monthly. Eastern Managed Print Network, LLC reserves the right to charge Buyer a monthly service fee for any device not connected to such data collection systems. If Eastern Managed Print Network, LLC does not receive the current month meter read. Buyer will be charged an average of the past three months of usage.
- 12. Buyer shall pay all of Eastern Managed Print Network, LLC costs in the collection of any amount due hereunder, in the recovery of any property pursuant hereto, or in the enforcement of its rights against Buyer, including reasonable altomey's fees, whether or not suit be brought. Buyer agrees that proper venue of any action at law or in equity brought by Eastern Managed Print Network, LLC to enforce its rights hereunder may be brought in a court of competent jurisdiction in Onondage County, New York,
- 13. Warranty: Eastern Managed Print Network, LLC represents and warrants for a period of 90 days from the date hereof that the products sold hereunder are free from material defect or workmanship, and liability of Selter is expressly limited to the replacement or the repair of the parts or products which may be defective. Except as set forth above, Selter disclaims any other warranties. Including any warranty of filness for purpose. In any event, Seller shall not be liable for any special or consequential damages arising out of any breach hereof.

# EASTERN MANAGED PRINT NETWORK, LLC SHALL:

- 1. Train customer personnel in the use of Equipment at reasonable times.
- 2. Perform maintenance cleaning and make inspections, adjustments and repairs, replace delective parts without additional charge to the customer.
- 3. Furnish all supplies included on reverse side of contract, to be delivered at accepted intervals in quantities as usage history dictates as determined by Eastern Managed Print Network, LLC and additional deliveries as required.

  4. Have the right to increase the EMS rate at each one year interval as described in
- paragraph one...
- 5. Furnish emergency service calls as reasonably requested during normal working hours (8:30 a.m. to 5:00 p.m. daily), excluding Saturdays, Sundays and holidays.

# BUYER SHALL:

- Promptly notify Eastern Managed Print Network, LLC of any problem or melfunction with the equipment and cease usage until correction of same.
- Use all supplies only for copy making purposes in the Equipment.
   Allow Eastern Managed Print Network, LLC access to clean, inspect or repair the Equipment at any time during reasonable business hours.
- 4. Provide Eastern Managed Print Network, LLC true and accurate copy counter readings in any reasonable manner requested by them.
- Provide suitable electrical service and maintain proper environmental requirements.
- 6. Pay all invoices within 30 days or be subject to a 1.5% monthly service charge on any unpaid



# **MAINTENANCE AGREEMENT**

A Xerox Con	ipuriy	DILL TO						I No took			
BILL TO Company Town Of Schodack Town Hai:					· C	SHIP TO					
Purchaser Address Address2 City, ST, Zip Phone / Fax	Debbie Curtis 265 Schurman Road				Company Key Operator	Town Of Schodsck Town Hall  Debb'e Curtls  265 Schurman Road  Castleton On Hudson NY 12033					
					Address						
					City, ST, Zip						
	Casiteton Or	Castleton On Hudson, NY 12033			Delivery Date						
	518-47	7-7593	519-477	-2439	Phone / Fax						
	A STATE OF			9,2,000,5,5		-					
Salar	narron.	Durchnee	Order Number		Billing Cycle eference	Custom	as Time	Deals Date			
Salesperson Purchase Order Number Fereshteh Sholale				Annual	Customer Type Existing		Begin Date End Date				
resean	on Shojalo			-	Pulliual	EXIS	sung	End Date			
				1		STREET, SQUARE, SQUARE	Manual States	#10000 B 10000			
Equipment					Serial /		Volume per Month	Batie Billing Rate per Page	(British Black Black William)		
	Varou	Description			enur #	Rate Type			Base Billing Rate per Year		
#N/A	Velox	Xerox WorkCentre 3615DN				Black&White	25,596	0015	8/384.00 \$0.00		
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Toner     Developer	6. Preventive Mair	tenance	1. Parts		Prevent. Maint.     Does not include		1. Parts 2. Labor				
3. Drums	7. Labor 2. Labor 8. Does not include: 3. Fillers				paper, labels, stay		3. Prevent. Maint. (no supplies)				
4. Filters	paper, labels, staples. 4. Fuser Of				transparencies, di		4. Does not knowing:				
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New Property		are the second			Inuweo.		100				
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Date:		#1.00\10\tag		- B. G			( <del>5.1</del>				
								LC. The monthly E	MS		
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# TERMS AND CONDITIONS

Purchaser hereby agrees to the following terms and conditions:

- 1 This order shall become binding once approved and accepted by Seller at its home office.
- Seller shall not be liable for failure to deliver or for delays occasioned by causes beyond Seller's control, including without limitation, strikes no delivery or delays by shippers, carriers, or others, accidents, or government acts.
- 3. This is a binding contact, and not a sale on approval or trial basis. Provisions of this contract, once accepted by Selter, constitute the entire agreement between purchaser and Selter and supersede all other written communications between parties. The Selter is specifically not bound by any oral or written representation made by its employees or satisspeople to the buyer which do not appear herein in writing.
- All rights, title or interest to the equipment or supplies described herein shall remain the property of Eastern Managed Print Network, LLC (or its Leasing Agent) until paid in full.
- 5. All involces are due and payable in accordance with the agreed upon terms and conditions. Buyer agrees to pay interest at the rate of 1 1/2% per month on any amounts not paid with 10 days of due date.

Initial:		