

2019-080



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 1<sup>st</sup> 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

Initial: \_\_\_\_\_



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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:

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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

- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.

Initial: \_\_\_\_\_



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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.

Initial: \_\_\_\_\_



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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 1<sup>st</sup> of each year. Compliance reviews will be completed at time of customer request. A

Initial: \_\_\_\_\_



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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: \_\_\_\_\_

2019-08  
je

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** \_\_\_\_\_

_____	_____	_____
_____	_____	_____
_____	_____	_____

SEAL

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

SEAL

2019-083+084



Axon Enterprise, Inc.  
PO BOX 29661  
DEPARTMENT 2018  
PHOENIX, AZ 85038-9661  
Ph: (480) 991-0797  
Fax: (480) 991-0791  
AR@axon.com  
www.axon.com

Invoice No SI-1568119  
Invoice Date 23-Dec-18  
Payment Term Net 30  
Payment Due Date 22-Jan-19  
Sales Order SO180424172  
Customer account 477416  
Purchase Order Q165747

*No enc for 2018 - still out of 2019 budget. Camera me 2019 - 1/4/19 per fax*

**BILL TO:**

SCHODACK POLICE DEPT  
1797 COLUMBIA TPKE  
CASTLETON, NY 12033  
USA

**SHIP TO:**

SCHODACK POLICE DEPT  
1797 COLUMBIA TPKE  
CASTLETON, NY 12033  
USA

Item number	Description	Quantity	Unit price	[USD]Amount
70033	WALL MOUNT BRACKET, ASSY EVIDENCE.COM DOCK	3	42.00	126.00
70112	AXON SIGNAL UNIT	2	279.00	558.00
71019	NORTH AMERICA POWER CORD	3	0.00	0.00
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	18	499.00	8,982.00
74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	3	1,495.00	4,485.00
74018	Z-BRACKET MOUNT, MENS, AXON RAPIDLOCK	18	0.00	0.00
74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	18	0.00	0.00
80012	BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	14	180.00	2,520.00
80022	PRO EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	1	468.00	468.00
85035	EVIDENCE.COM STORAGE	1,500	0.75	1,125.00
85110	EVIDENCE.COM INCLUDED STORAGE	30	0.00	0.00
85110	EVIDENCE.COM INCLUDED STORAGE	140	0.00	0.00
85144	AXON STARTER	1	2,500.00	2,500.00

Please see <https://www.axon.com/legal/sales-terms-and-conditions> for all sales terms and conditions

Invoice Total	20,764.00
Shipping	0.00
Sales Tax	0.00
Total	20,764.00
Amount Received	0.00
<b>BALANCE DUE</b>	<b>USD 20,764.00</b>

① 11 full time officers  
7 P/T officers  
18



Axon Enterprise, Inc.  
 PO BOX 29661  
 DEPARTMENT 2018  
 PHOENIX, AZ 85038-9661  
 Ph: (480) 991-0797  
 Fax: (480) 991-0791  
 AR@axon.com  
 www.axon.com

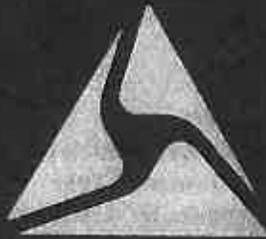
Invoice No SI-1568119  
 Invoice Date 23-Dec-18  
 Payment Term Net 30  
 Payment Due Date 22-Jan-19  
 Sales Order SO180424172  
 Customer account 477416  
 Purchase Order Q165747

**Backordered**

Item Number	Description	Remaining Quantity	Estimated Ship Date
11553	CABLE, USB TYPE A STRAIGHT TO DC 2.5P 90, TPE	18	19-Dec-18
74020	MAGNET MOUNT, FLEXIBLE, AXON BODY 2	18	19-Dec-18

NOT REC IN  
 2018

Continued on next page



# AXON

Schodack Police Department - NY

**AXON SALES REPRESENTATIVE**

Jesse Hernandez

4804632151

jesseh@axon.com

Quote #3

**ISSUED**

10/31/2018



**Axon Enterprise, Inc.**  
 17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 Phone: (800) 978-2737

**Q-165747-43404.687JH**

Issued: 10/31/2018

Quote Expiration: 12/31/2018

Account Number: 477916

Start Date: 10/01/2018

Payment Terms: Net 30

Delivery Method: Fedex - Ground

**SHIP TO**

Schodack Police Department - NY  
 1797 Columbia Tpke  
 Castleton, NY 12033  
 US

**BILL TO**

Schodack Police Department - NY  
 1797 Columbia Tpke  
 Castleton, NY 12033  
 US

**SALES REPRESENTATIVE**

Jesse Hernandez  
 Phone: 4804632151  
 Email: jesseh@axon.com  
 Fax:

**PRIMARY CONTACT**

Phone:  
 Email:

**Year 1**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
85035	EVIDENCE.COM STORAGE	1,500	0.75	0.75	1,125.00
87101	BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	14	180.00	180.00	2,520.00
89101	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	1	468.00	468.00	468.00
85110	EVIDENCE.COM INCLUDED STORAGE	140	0.00	0.00	0.00
85110	EVIDENCE.COM INCLUDED STORAGE	30	0.00	0.00	0.00
<b>Hardware</b>					
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	3	42.00	42.00	126.00
70112	AXON SIGNAL UNIT	2	279.00	279.00	558.00
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	18	499.00	499.00	8,982.00
74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	3	1,495.00	1,495.00	4,485.00
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	18	0.00	0.00	0.00
74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	18	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	18	0.00	0.00	0.00
74018	Z-BRACKET MOUNT, MENS, AXON RAPIDLOCK	18	0.00	0.00	0.00

**Year 1 (Continued)**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Services</b>					
85144	AXON STARTER	1	2,500.00	2,500.00	2,500.00
				Subtotal	20,764.00
				Estimated Shipping	0.00
				Estimated Tax	0.00
				Total	20,764.00

**Group2**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
85035	EVIDENCE.COM STORAGE	1,500	0.75	0.75	1,125.00
87201	BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	14	180.00	180.00	2,520.00
89201	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	1	468.00	468.00	468.00
85110	EVIDENCE.COM INCLUDED STORAGE	140	0.00	0.00	0.00
85110	EVIDENCE.COM INCLUDED STORAGE	30	0.00	0.00	0.00
				Subtotal	4,113.00
				Estimated Tax	0.00
				Total	4,113.00

**Group3**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
85035	EVIDENCE.COM STORAGE	1,500	0.75	0.75	1,125.00
87301	BASIC EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	14	180.00	180.00	2,520.00
89301	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	1	468.00	468.00	468.00
85110	EVIDENCE.COM INCLUDED STORAGE	140	0.00	0.00	0.00
85110	EVIDENCE.COM INCLUDED STORAGE	30	0.00	0.00	0.00
				Subtotal	4,113.00
				Estimated Tax	0.00
				Total	4,113.00

**Group4**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
85035	EVIDENCE.COM STORAGE	1,500	0.75	0.75	1,125.00

**Group4 (Continued)**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Avon Plans &amp; Packages (Continued)</b>					
87401	BASIC EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	14	180.00	180.00	2,520.00
89401	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	1	468.00	468.00	468.00
85110	EVIDENCE.COM INCLUDED STORAGE	140	0.00	0.00	0.00
85110	EVIDENCE.COM INCLUDED STORAGE	30	0.00	0.00	0.00
				Subtotal	4,113.00
				Estimated Tax	0.00
				Total	4,113.00

**Group5**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Avon Plans &amp; Packages</b>					
85035	EVIDENCE.COM STORAGE	1,500	0.75	0.75	1,125.00
87501	BASIC EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	14	180.00	180.00	2,520.00
89501	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	1	468.00	468.00	468.00
85110	EVIDENCE.COM INCLUDED STORAGE	140	0.00	0.00	0.00
85110	EVIDENCE.COM INCLUDED STORAGE	30	0.00	0.00	0.00
				Subtotal	4,113.00
				Estimated Tax	0.00
				Total	4,113.00
<b>Grand Total</b>					<b>37,216.00</b>

## Summary of Payments

Payment	Amount (USD)
Year 1	20,764.00
Group2	4,113.00
Group3	4,113.00
Group4	4,113.00
Group5	4,113.00
<b>Grand Total</b>	<b>37,216.00</b>

## Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature:

\_\_\_\_\_

Date:

\_\_\_\_\_

Name (Print):

\_\_\_\_\_

Title:

\_\_\_\_\_

PO# (Or write  
N/A):

\_\_\_\_\_

Please sign and email to Jesse Hernandez at [jesseh@axon.com](mailto:jesseh@axon.com) or fax to

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Quote: Q-165747-43404.687JH

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# 4RE/VISTA Price Quote

CUSTOMER: Schodack Town Police Department

ISSUED: 7/13/2018 7:59 AM

EXPIRATION: 12/31/2018 10:00 AM

**TOTAL PROJECT ESTIMATED AT:  
\$22,869.00**

ATTENTION: Chief Belardo

SALES CONTACT: Wayne Koveleskie

PHONE: 518-477-8077

DIRECT: 609-410-9091

E-MAIL:

E-MAIL: WKoveleskie@WatchGuardVideo.com

## 4RE and VISTA Proposal VISTA HD Cameras and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
VIS-EXT-WIF-001	VISTA HD WIFI Additional Camera Only	15.00	\$995.00	\$40.00	\$14,325.00
VIS-VTS-DTC-001	VISTA Transfer Station Assy, 8 Cameras, Ethernet, DEV 144, Enhanced ESD Protection	2.00	\$1,495.00	\$93.00	\$2,804.00

## VISTA HD Warranties

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-VIS-CAM-1ST	Warranty, VISTA 1st Year (Months 1-12) Included	15.00	\$0.00	\$0.00	\$0.00

## Evidence Library 4 Web Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
KEY-EL4-SRV-001	Evidence Library 4 Web Server Site License Key	1.00	\$1,000.00	\$0.00	\$1,000.00
KEY-EL4-DEV-002	Evidence Library 4 Web VISTA Device License Key	15.00	\$150.00	\$8.00	\$2,130.00

## Software Maintenance and CLOUD-Share

Part Number	Detail	Qty	Direct	Discount	Total Price
SFW-MNT-EL4-001	Software Maintenance, Evidence Library, 1st Year (Months 1-12)	15.00	\$0.00	\$0.00	\$0.00
SFW-EL4-CLD-BAS	Evidence Library 4 Web CLOUD-SHARE - Basic	15.00	\$0.00	\$0.00	\$0.00

## WatchGuard Video Technical Services

Part Number	Detail	Qty	Direct	Discount	Total Price
SVC-4RE-ONS-400	4RE System Setup, Configuration, Testing and Training (WG-TS)	1.00	\$2,500.00	\$155.00	\$2,345.00

## Shipping and Handling

Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping/Handling and Processing Charges	1.00	\$265.00	\$0.00	\$265.00
					<b>\$22,869.00</b>

415 E. Exchange Parkway • Allen, TX • 75002  
Toll Free (800) 605-6734 • Main (972) 423-9777 • Fax (972) 423-9778  
[www.WatchGuardVideo.com](http://www.WatchGuardVideo.com)

Quote #2



# 4RE/VISTA Price Quote

Total Estimated Tax, may vary from State to State \$0.00

Configuration Discounts	\$1,061.00
Additional Quote Discount	\$0.00
<b>Total Amount</b>	<b>\$22,869.00</b>

NOTE: This is only an estimate for 4RE & VISTA related hardware, software and WG Technical Services. Actual costs related to a turn-key operation requires more detailed discussion and analysis, which will define actual back-office costs and any costs associated with configuration, support and installation. Please contact your sales representative for more details.

To accept this quotation, sign, date and return with Purchase Order: \_\_\_\_\_ DATE: \_\_\_\_\_

# Estimate

Date 3/27/2018  
 Estimate # 14023  
 PO #



VIEVU  
 645 Elliott Ave. W.  
 Suite 370  
 Seattle WA 98119  
 1.888.285.4548  
 Fax: 206.289.3380

**Bill To**

Chief Joseph Belardo  
 Schodack Police Department (NY)  
 1797 Columbia Turnpike  
 Castleton New York 12033

Expires 5/11/2018  
 Sales Rep Robert Keens  
 Shipping Method

**Ship To**

Chief Joseph Belardo  
 Schodack Police Department (NY)  
 1797 Columbia Turnpike  
 Castleton New York 12033

Item	Qty	Description	Unit Price	Total Price
LE5	15	LE5 Body Worn Video Camera	199.00	2,985.00
VIEVU Solution	15	A 36 month plan that provides a camera, 3yr warranty and access to our Microsoft Azure Cloud enabled software. \$65/month per camera.	2,340.00	35,100.00
Warranty - Years 2-3 (LE3/LE4/LE5 Lite)	15	Warranty - Years 1-3 (LE5)	140.00	2,100.00
MD2 (LE5)	2	MD2 docking station for LE5 cameras	1,499.00	2,998.00
ClipLock Uniform Clamp	15	ClipLock Uniform Clamp	20.00	300.00
AVR VIEVU Solution Enhancement	1	Automatic Video Redaction - Redaction Software License for 36 months	0.00	0.00

For consideration identified in this service agreement ("Agreement") between "VIEVU" and "Customer", VIEVU agrees to provide and Customer agrees to pay for services identified in this Agreement. The parties agree VIEVU's terms and conditions found at: <http://www.viewu.com/about-us/terms-and-policies/> govern the responsibilities of the parties and agree to be bound by those terms and conditions.

By signing below I am authorizing a 36 month contract with VIEVU.

Please initial to acknowledge:

- Customer understands the monthly service fee per unit is \$65
- Customer understands early termination fees, warranty and liability limitations apply

**Total \$43,483.00**

Customer: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

*Quote #1*





2019-086



18 CORPORATE WOODS BOULEVARD, SUITE 8  
ALBANY, NEW YORK 12211

TRKLAW.COM

PHONE: (518) 465-9500

FAX: (518) 465-5112

ELECTRONIC SERVICE NOT ACCEPTED

JOHN W. TABNER

(ADMITTED 1951-2019)

HON. WILLIAM H. KENIRY

RETIRED JUSTICE OF THE SUPREME COURT OF NY  
OF COUNSEL

WILLIAM F. RYAN, JR.  
WILLIAM J. KENIRY\*  
ERIC N. DRATLER\*\*  
TRACY L. BULLETT  
THOMAS R. FALLATI  
BRIAN M. QUINN\*\*\*  
KEITH M. GOLDSTEIN\*\*\*\*  
ALEX J. MANOCCHI  
FATIMA MARQUES SORBO

\*ALSO ADMITTED IN THE STATE OF MASSACHUSETTS

\*\*ALSO ADMITTED IN THE STATE OF FLORIDA

\*\*\*ALSO ADMITTED IN THE STATES OF CONNECTICUT & CALIFORNIA & DISTRICT OF COLUMBIA

\*\*\*\*ALSO ADMITTED IN THE STATE OF CONNECTICUT

February 4, 2019

**By Email Only**

Laura Palmer, Assistant Comptroller  
Town of Schodack  
265 Schuurman Road  
Castleton-on-Hudson, NY 12033

**Re: Local Laws - Dwelling Units  
Our File Number: 73353**

Dear Laura:

Several documents are transmitted with this letter. Those documents are:

- two local laws amending Chapters 174 and 176 of the town of Schodack town code;
- the resolution scheduling public hearings for both local laws;
- the notices of public hearings for each local law; and
- a resolution adopting the revised Sewer Equivalent Dwelling Unit Schedule.

At this juncture it is appropriate for you to review the revised language for Chapters 174 and 176 of the Town Code. Once you approve the proposed language I can finalize the amended articles for the local laws.

The proper procedure is for the town board to adopt a resolution scheduling the public hearings. After the resolution scheduling the public hearings is adopted then Deb Curtis can publish the notices of the public hearings in the town's designated newspaper, on the town clerk's bulletin board and on the town web site.

**TABNER, RYAN & KENIRY, LLP**  
Laura Palmer, Assistant Comptroller  
February 4, 2019  
Page 2

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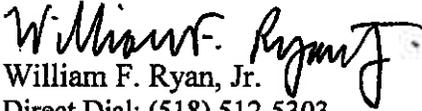
The resolution scheduling the public hearings can be adopted at the February town board meeting. The public hearings can occur either at the second February town board meeting or at the first town board meeting in March; I leave the selection date to you.

The resolution adopting the Sewer Equivalent Dwelling Units Schedule should occur after the town board adopts the two local laws. We should also prepare a SEQRA resolution which I shall draft after we reach agreement on the language for the two local laws.

I am free to discuss whenever you wish.

Very truly yours,

**TABNER, RYAN & KENIRY, LLP**

  
William F. Ryan, Jr.  
Direct Dial: (518) 512-5303  
[wfr@trklaw.com](mailto:wfr@trklaw.com)

WFR:mcm

Enclosures

cc: Hon. David Harris, Supervisor (by e-mail only and w/enc.)

Dawne Kelly (by e-mail only and w/enc.)

I:\Schodack, Town of\73353\LTCL\Laura Palmer, Assitant Comptroller\_20190204\_MCM.docx

New York State Department of State  
Division of Corporations, State Records and Uniform Commercial Code  
One Commerce Plaza, 99 Washington Avenue  
Albany, NY 12231-0001  
www.dos.ny.gov

# Local Law Filing

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

County  City  Town  Village  
(Select one.)

of Schodack

Local Law No. 1 \_\_\_\_\_ of the year 2019

A local law amending Chapter 174, Article XI, Cost Allocation and Billing  
(Insert Title)  
Provisions, of the Town of Schodack Town Code

Be it enacted by the Town Board of the  
(Name of Legislative Body)

County  City  Town  Village  
(Select one.)

of Schodack \_\_\_\_\_ as follows:

(If additional space is needed, attach pages the same size as this sheet, and number each.)

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

**1. (Final adoption by local legislative body only.)**

I hereby certify that the local law annexed hereto, designated as local law No. 1 of 2019 of the ~~(County)(City)~~(Town)(Village) of Schodack was duly passed by the Town Board on \_\_\_\_\_ 2019, in accordance with the applicable provisions of law.  
*(Name of Legislative Body)*

**2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer\*.)**

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 20\_\_\_\_ of the (County)(City)(Town)(Village) of \_\_\_\_\_ was duly passed by the \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_, and was (approved)(not approved) *(Name of Legislative Body)* (repassed after disapproval) by the \_\_\_\_\_ and was deemed duly adopted *(Elective Chief Executive Officer\*)* on \_\_\_\_\_ 20  , in accordance with the applicable provisions of law.

**3. (Final adoption by referendum.)**

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 20\_\_\_\_ of the (County)(City)(Town)(Village) of \_\_\_\_\_ was duly passed by the \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_, and was (approved)(not approved) *(Name of Legislative Body)* (repassed after disapproval) by the \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_. *(Elective Chief Executive Officer\*)*

Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on \_\_\_\_\_ 20\_\_\_\_, in accordance with the applicable provisions of law.

**4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)**

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 20\_\_\_\_ of the (County)(City)(Town)(Village) of \_\_\_\_\_ was duly passed by the \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_, and was (approved)(not approved) *(Name of Legislative Body)* (repassed after disapproval) by the \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_. Such local *(Elective Chief Executive Officer\*)* law was subject to permissive referendum and no valid petition requesting such referendum was filed as of \_\_\_\_\_ 20\_\_\_\_, in accordance with the applicable provisions of law.

\* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

**5. (City local law concerning Charter revision proposed by petition.)**

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 20 \_\_\_\_ of the City of \_\_\_\_\_ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on \_\_\_\_\_ 20\_\_\_\_, became operative.

**6. (County local law concerning adoption of Charter.)**

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 20 \_\_\_\_ of the County of \_\_\_\_\_ State of New York, having been submitted to the electors at the General Election of November \_\_\_\_\_ 20\_\_\_\_, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

**(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)**

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph  1  above.

\_\_\_\_\_  
Clerk of the county legislative body, City, Town or Village Clerk or officer designated by local legislative body

(Seal)

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

# Local Law Filing

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

County  City  Town  Village  
(Select one.)

of Schodack

Local Law No. 2 of the year 2019

A local law amending Chapter 176, Article I, Sewer Rents, of the Town of  
(Insert Title)  
Schodack Town Code

Be it enacted by the Town Board of the  
(Name of Legislative Body)

County  City  Town  Village  
(Select one.)

of Schodack as follows:

(If additional space is needed, attach pages the same size as this sheet, and number each.)

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

1. (Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto, designated as local law No. 2 of 2019 of the ~~(County)(City)~~(Town)(Village) of Schodack was duly passed by the Town Board on 2019, in accordance with the applicable provisions of law.  
(Name of Legislative Body)

2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer\*.)

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 20\_\_\_\_ of the (County)(City)(Town)(Village) of \_\_\_\_\_ was duly passed by the \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_, and was (approved)(not approved) (repassed after disapproval) by the \_\_\_\_\_ and was deemed duly adopted on \_\_\_\_\_ 20\_\_\_\_, in accordance with the applicable provisions of law.  
(Name of Legislative Body)  
(Elective Chief Executive Officer\*)

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 20\_\_\_\_ of the (County)(City)(Town)(Village) of \_\_\_\_\_ was duly passed by the \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_, and was (approved)(not approved) (repassed after disapproval) by the \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_.  
(Name of Legislative Body)  
(Elective Chief Executive Officer\*)

Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on \_\_\_\_\_ 20\_\_\_\_, in accordance with the applicable provisions of law.

4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 20\_\_\_\_ of the (County)(City)(Town)(Village) of \_\_\_\_\_ was duly passed by the \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_, and was (approved)(not approved) (repassed after disapproval) by the \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of \_\_\_\_\_ 20\_\_\_\_, in accordance with the applicable provisions of law.  
(Name of Legislative Body)  
(Elective Chief Executive Officer\*)

\* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

**5. (City local law concerning Charter revision proposed by petition.)**

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 20\_\_\_\_ of the City of \_\_\_\_\_ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on \_\_\_\_\_ 20\_\_\_\_, became operative.

**6. (County local law concerning adoption of Charter.)**

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 20\_\_\_\_ of the County of \_\_\_\_\_ State of New York, having been submitted to the electors at the General Election of November \_\_\_\_\_ 20\_\_\_\_, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

**(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)**

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph  1  above.

\_\_\_\_\_  
Clerk of the county legislative body, City, Town or Village Clerk or  
officer designated by local legislative body

(Seal)

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

**RESOLUTION**

Whereas, the town of Schodack has caused the Sewer Equivalent Dwelling Unit Schedule to be revised, and

Whereas, a copy of the Sewer Equivalent Dwelling Unit Schedule is attached hereto and made a part hereof, and is incorporated herein by reference,

**NOW, THEREFORE, IT IS:**

**RESOLVED**, the Sewer Equivalent Dwelling Unit Schedule attached hereto and made a part hereof, and incorporated herein by reference is hereby adopted by the town board of the town of Schodack, and it is further

**RESOLVED**, the Sewer Equivalent Dwelling Unit Schedule is effective as of the date of this resolution and will remain in full force and effect until further action by the town board of the town of Schodack.

**AYES**

**NOES**

David Harris  
Michael Kenney  
Scott Swartz  
Jim Bult  
Tracey Rex

Schodack, New York  
March 14, 2019

Town of Schodack/Village of Castleton			
Sewer District Property Class Codes			
Sewer Equivalent Dwelling Unit (EDU) Schedule			
Property Class Code per Assessor's Manual and Property Description			Capital-O&M EDU
200	Residential Dwellings		1 EDU per dwelling unit-additional units may be assigned for incidental commercial usage
300	Vacant Land-no O&M EDU for Vacant Properties		Residential parcels - 1 EDU per buildable lot or lots greater than 10,000 sq. ft. where connection is feasible. Commercial parcels - For large parcels, EDU's may be assigned to vacant properties based upon the assessed value per acre at the discretion of the Board. *
400	Commercial Properties		** 1 EDU
410	Living Accommodatons		
411	Apartments		** 1 EDU per dwelling unit (VOC)
416	Mobile Home Park		** 1 EDU per dwelling unit
480	Multi-Use Structures		
482	2-3 story structure with 1st Floor Commercial and upper floor apartments/offices		EDU(s) based upon main floor use of structure plus an additional EDU for each dwelling/office **
484	1 Story multi-use		EDU(s) based upon commercial use of structure plus an additional EDU for each dwelling/office **
600	Community Services		
612	Schools-day		1 EDU per 20 students/staff
633	Homes for the Aged-Nursing Home		.75 EDU per bed
682	Recreation Facilities-bike path, Nature Trail w/o sewer		Exempt
695	Cemetery		Exempt
800	Public Services		Exempt
900	Wild, Forested Conservation Land & Public Parks		Exempt
Commercial Property Class Codes with public water connections (excluding Sewer District #6) not specifically identified above, in general, will be assigned 1 EDU plus additional EDU's for every 40,000 gallons, or portion thereof, of water usage in excess of 40,000 gallons per year at the discretion of the Board. Entitles using over 1 million gallons/year may be assigned units on a separate basis.			
Sewer Districts without public water connections will be assigned EDU's based upon the above table or, if necessary, in accordance with the use of the property, excluding the component for water usage.			
Sewer District #6 properties shall use EDU's calculated per annual Resolution for all Town Water Districts.			
* Residential Vacant Property may be exempt if considered unimprovable.			
Large Commercial Vacant Property may be exempt if considered unimprovable or may be assigned EDU's based upon the following conditions:			
	< \$10,000 assessed value /acre	- 0 EDU per \$20,000 of assessed value	
	> \$10,000 assessed value/acre but < \$25,000	- .50 EDU per \$20,000 of assessed value	
	> \$25,000 assessed value/acre	- 1 EDU per \$20,000 of assessed value	
** Commercial Properties with water connection (excluding Sewer District #6) may receive additional EDU's for every 40,000 gallons, or portion thereof, of water usage in excess of 40,000 gallons/year, at the discretion of the Board.			

PLEASE TAKE NOTICE THAT THE TOWN BOARD OF THE TOWN OF SCHODACK WILL HOLD A PUBLIC HEARING ON FEBRUARY , 2019 AT 7:20 P.M. AT SCHODACK TOWN HALL, 265 SCHURMAN ROAD, CASTLETON, NEW YORK ON THE ADOPTION OF LOCAL LAW NUMBER 2 OF THE TOWN OF SCHODACK AMENDING CHAPTER 176, ARTICLE XIII, SEWER RENTS, OF THE TOWN OF SCHODACK TOWN CODE.

PLEASE TAKE NOTICE THAT THE TOWN BOARD OF THE TOWN OF SCHODACK WILL HOLD A PUBLIC HEARING ON FEBRUARY , 2019 AT 7:10 P.M. AT SCHODACK TOWN HALL, 265 SCHUURMAN ROAD, CASTLETON, NEW YORK ON THE ADOPTION OF LOCAL LAW NUMBER 1 OF THE TOWN OF SCHODACK AMENDING CHAPTER 174, ARTICLE XI, COST ALLOCATION AND BILLING PROVISIONS, OF THE TOWN OF SCHODACK TOWN CODE.



2019-0970



**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:** Ken Holmes    **Telephone:** 518-477-7919    **Email:** ken.holmes@schodack.org  
**Facilities Contact:** Ken Holmes    **Telephone:** 518-376-4031    **Email:** ken.holmes@schodack.org

---

<p><b>1. Term of Agreement:</b> This Agreement is for a term of 1 year. January 1, 2019 through December 31, 2019.</p> <p><b>2. Fees &amp; Payments:</b> 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.</p> <p><b>3. Remote Monitoring:</b> RMS will remotely monitor the System through use of the TCOM &amp; 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.</p> <p><b>4. Reporting:</b> RMS will provide monthly reports for the activities including flows, pump operation, recirculation ratio, and alarm summary.</p> <p><b>5. Technical Support:</b> 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) will incur a \$.50 per call fee. Every attempt will be made to avoid excess VeriComm fees by discussing with system Owner when panel hits 20 calls.</p>	<p><b>6. Termination/Cancellation:</b> 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.</p> <ul style="list-style-type: none"> <li>• RMS shall cease performance of all services as outlined under this Agreement.</li> <li>• RMS shall refund to System Owner, on a pro-rata basis, all unearned fees paid to RMS, less a termination fee of \$250.</li> </ul> <p><b>7. Assignment by RMS:</b> 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.</p>
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**8. LIMITATION OF LIABILITY**

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



**ROCKET MONITORING SERVICES**

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

**System Owner**

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

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

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

**Rocket Monitoring Services, LLC**

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

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

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

**Rocket Monitoring Services, LLC**

P.O. Box 925  
Cape Canaveral, FL 32920  
Telephone: 321-613-3321  
Cell: 321-505-0504  
Email: support@rocketmonitoring.com



**Rocket Monitoring Services**

PO Box 925  
Cape Canaveral, FL 32920

# Invoice

Date	Invoice #
1/7/2019	1772

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

P.O. No.	Terms	Due Date	Rep	Site/Project Name
	Net 15	1/31/2019	MC	2019 Septic Monitoring
Item	Description			Qty
TCOM Monitoring - Basic	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
VeriComm Monitoring 1-10	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  2019 - January - December			1

321-613-3321	sales@rocketmonitoring.com	www.rocketmonitoring.com	<b>Total</b>	\$1,500.00
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2019-00  
91



**MAINTEN**

A Xerox Company

BILL TO			SHIP TO		
Company	Town Of Schodack Town Hall		Company	Town Of Schodack	
Purchaser			Key Operator		
Address	265 Schurman Road		Address	265 Schurman Road	
Address2			City, ST, Zip	Castleton On Hudson	
City, ST, Zip	Castleton On Hudson, NY	12033	Delivery Date		
Phone / Fax	518-477-7590		Phone / Fax		

Salesperson	Purchase Order Number	Base Billing Cycle Preference	Customer Type	Begin Date
Fereshteh Shojaie		Annual	Existing	

Equipment	Description	Serial #	Rate Type	Volume per Month	Base Rate per Page
XER 3335DN	Xerox WorkCentre 3335DNI		Black&White	2,133	
			Color		
			Black&White		
			Color		
			Black&White		
			Color		
			Black&White		
			Color		
			Black&White		
			Color		

Overage Billing Cycle Preference	Monthly			
A Page/Print/Copy is defined as standard, single sided 8.5"x11" page/print/copy.			Blended B&W	25,596
			Blended Color	0

<input checked="" type="radio"/> Equip. Maint. & Supplies Includes		<input type="radio"/> Equip. Maint. Only Includes		<input type="radio"/> Fax/Printer Agreement
1. Toner	6. Preventive Maintenance	1. Parts	6. Prevent. Maint. (no supplies)	1. Parts
2. Developer	7. Labor	2. Labor	7. Does not include:	2. Labor
3. Drums	8. Does not include:	3. Filters	<i>paper, labels, staples,</i>	3. Prevent. Maint. (no supplies)
4. Filters	<i>paper, labels, staples,</i>	4. Fuser Oil	<i>transparencies, drums, toner</i>	4. Does not include:
5. Parts	<i>transparencies, IT Labor or S &amp; H</i>	5. Webs	<i>developer, IT Labor or S &amp; H</i>	<i>paper, labels, staples, transp</i>

**Must Be Completed**

Upgrade  YES  NO

Remove Current Equipment  YES  NO

# Eastern Managed Print Network, LLC

## TERMS AND CONDITIONS

1. **SERVICES.** Throughout this Services Agreement (the "Agreement") the words "We," "Our," and "Us" refer to Company. The words "You" and "Your" refer to the Customer indicated on the rev adjustments, repairs, and replacement of parts necessitated by normal use of the Equipment listed on the face of this Agreement ("Services"). Services do not include the following: (a) repair limitation, improper voltage or use of supplies that do not conform to the manufacturers' specifications), (ii) use of options, accessories, products, supplies not provided by Comp. and/or (iv) loss or damage resulting from accidents, fire, water, or theft; (b) maintenance requested outside Company's normal business hours or this Agreement, (c) relocate replacement, (f) Thermal heads, process units, and fuser units for Facsimile Machines, (g) Thermal Heads and MICR Toner for Laser Printers, and parts and labor for all non-laser p may be new, reprocessed, or recovered. Supplies provided by Company are in accordance with the copy volumes set forth on the face of this Agreement and within the manufacture to be used exclusively for the Equipment and remain Company property until consumed. You will return, or allow Company to retrieve, any unused supplies at the termination/expiration excess supplies. You authorize Equipment to be connected to automatic meter reading software and/or device or, if we otherwise request, You will provide us with accurate meter means as we request. If You do not permit the Company to use automatic meter reading software and/or devices, Company may charge a monthly fee for manually performing meter Company may estimate the reading and bill accordingly. You shall provide adequate space and electrical service for the operation of the Equipment in accordance with UL and/or me Ground. Unless otherwise stated herein, Customer will be billed for shipping, including, but not limited to, UPS Ground, Overnight, and/or Messenger Service. Additional fees may be business hours or for computer/network issues and will be at Company hourly rates in effect at the time of Services. If, at any time during the Term of this Agreement, Customer upgrade notify Company and provide Company right of first refusal to provide Services for added equipment. Company maintains the right to inspect any upgrades and modifications to Equipm determine whether equipment is eligible for Services. If approved for Services, the Agreement will be amended to include such changes, including pricing modifications. Unless responsible to secure any sensitive data and permanently delete such data from the internal media storage prior to removal of Equipment or termination of this Agreement.

2. **TERM AND PAYMENT.** Except as otherwise provided for herein, this Agreement is non-cancelable and will commence on the start date indicated on the face of this Agreement and remain in effect days prior to its expiration, this Agreement shall automatically renew for additional one (1) year periods. In the event the fees herein are included in Your lease payment, the Term shall run renewal provisions provided for therein. The meter count at installation or, in the case of owned printers, at assessment, will be used for meter/overages calculations. You agree to pay Com; forth on the face of this Agreement or in accordance with the applicable lease agreement, and all other sums when due and payable. Any Minimum Monthly Payment entitles You to Services for a Prints/Copies as identified on the face of this Agreement and will be billed in advance. In addition, You agree to pay the Overage Rate for each Print/Copy that exceeds the applicable Monthly Payment which amount shall be billed in arrears and is payable as indicated on the face of this Agreement. A Print/Copy is defined as standard 8.5"x11" copy (larger size copic towards unused copies/prints. Your obligation to pay all sums when due shall be absolute and unconditional and is not subject to any abatement, offset, defense or counterclaim. If any payment is n not to exceed 7% of each late payment (or such lesser rate as is the maximum allowable by law). Company has the right to withhold Services and supplies, without recourse, for any non-payment. Unle increase the rates hereunder on an annual basis. Company retains the right to have all or some of the amounts due hereunder billed and/or collected by third parties. If Customer requires any specialized an administrative fee not to exceed \$100 per invoice.

3. **TAXES.** Payments are exclusive of all state and local sales, use, excise, privilege and similar taxes. You will pay when due, either directly or to Us upon demand, all taxes, fines and penalties rela levied.

4. **SOFTWARE LICENSE.** Company grants (and is hereby authorized by its licensor's to grant) you a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documents delivered; and (b) Software that is set forth as a separate line item in this Agreement ("Application Software") (including its accompanying documentation), as applicable, for as long as you are curre Software" and "Application Software" are referred to collectively as "Licensed Software". You have no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or rever delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Licensed Software will reside solely with Company and/or its I Section). Licensed Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Company is denied access to periodically reset such code; (y) you is terminated or expires. The Base Software license will terminate: (i) if you no longer use or possess the Equipment; or (ii) upon the expiration or termination of this Agreement, unless you have exercised its licensors warrant that Licensed Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to Licensed Software/documentati or otherwise made subject to a separate license agreement.

5. **DIAGNOSTIC SOFTWARE.** Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Compar Company or its licensors. Company does not grant Customer any right to use Diagnostic Software, and Customer will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose reasonable access to the Equipment to remove or disable Diagnostic Software if Customer is no longer receiving Service from Company, provided that any on-site access to Customer's facility will be durir

6. **SOFTWARE SUPPORT.** Except for Products and/or Third Party Products identified as "No Svc.", Company (or a designated servicer) will provide the software support set forth below or in accordan Base Software for Equipment, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Company stops taking customer orders for the e Support will be provided as long as you are current in the payment of all applicable software license and support fees. Company will maintain a web-based or toll-free hotline during Company's standard Licensed Software-related questions. Company, either directly or with its vendors, will make reasonable efforts to: (a) assure that Licensed Software performs in material conformity with its user docume Licensed Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to you. have modified the Licensed Software. New releases of Licensed Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates available will be provided at no charge and must be implemented within six months. New releases of Licensed Software that include new content or functionality ("Feature Releases") will be subject Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Licensed Software governed by the Software License and Licensed Software Implementation of a Release may require you to procure, at your expense, additional hardware and/or software from Company or another entity. Upon installation of a Release, you will return or destr Svc.", you shall enter into a support agreement with a Third Party Software vendor or its support services provider, who shall be solely responsible for the quality, timeliness and other terms and conditio the acts or omissions of such third party support services provider.

7. **WARRANTY:** You acknowledge that the Equipment covered by this Agreement was selected by You based upon Your own judgment. COMPANY MAKES NO REPRESENTATION WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES OF MERCHANTABILITY; OR FITNESS FOR A PARTICULAR UNRESERVEDLY EXCLUDED.

8. **LIMITATION OF LIABILITY.** In no event, shall Company be liable for any indirect, special, incidental, consequential damages, loss of profits, or punitive damages whether based in contract, tort, or notice of the possibility of such damages.

9. **DEFAULT; REMEDIES:** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure to make payment when due of any indebtedness to Company c without notice or demand by Company; (b) breach by You of any obligation herein; or (c) if You cease doing business as a going concern. If You default, Company may: (1) require future Service immediately pay the amount of the remaining unpaid balance of the Agreement, (3) terminate any and all agreements with You, and/or (4) pursue any other remedy permitted at law or in equity. I calculated using the average of the last six months' billing or the amount set forth on the face of the Agreement, whichever is greater, multiplied by the remaining months of the Agreement. You agree th: Agreement does not prevent Company from enforcing any such right at a later time. All of Company's rights and remedies survive the termination of this Agreement. In the event of a dispute arising out o Company shall be entitled to collection of its reasonable costs and attorneys' fees incurred in defending or enforcing this Agreement, whether or not litigation is commenced.

10. **ASSIGNMENT:** You may not sell, transfer, or assign this Agreement without the prior written consent of Company. Company may sell, assign or transfer this Agreement.

11. **NOTICES:** All notices required or permitted under this Agreement shall be by overnight courier or by registered mail to such party at the address set forth in this Agreement, or at such ot

209-0912



# MAINTENANCE AGREEMENT

A Xerox Company

REV 03.01.2016

BILL TO			SHIP TO		
Company	Schodack Town Hall		Company	Schodack Town Hall	
Purchaser			Key Operator		
Address	265 SCHURMAN RD		Address	265 SCHURMAN RD	
Address2			City, ST, Zip	CASTLETON ON HUDSON	NY 12033
City, ST, Zip	CASTLETON ON HUDSON	NY, 12033	Delivery Date		
Phone / Fax			Phone / Fax		

Salesperson	Purchase Order Number	Base Billing Cycle Preference	Customer Type	Begin Date	End Date
MIKE G	PENDING	Annual	Existing	2/3/2016	2/2/2020

Equipment	Description	Serial #	Rate Type	Volume per Month	Base Billing Rate per Page	Base Billing Rate per Year
770GF	KONICA 654E	A5YN017014070	Black&White	14,000	0.00630	\$1,058.40
	BASE & OVERRAGES ARE		Color			\$0.00
	ANNUAL					
			Black&White			\$0.00
			Color			\$0.00
			Black&White			\$0.00
			Color			\$0.00
			Black&White			\$0.00
			Color			\$0.00
			Black&White			\$0.00
			Color			\$0.00

Overage Billing Cycle Preference	Annual	Blended B&W	Blended Color	Volume per Month	Base Billing Rate per Page	Base Billing Rate per Year
	Annual	168,000	0	14,000	0.00630	\$1,058.40
A Page/Print/Copy is defined as standard, single sided 8.5"x11" page/print/copy.		0	0			\$0.00

<input checked="" type="radio"/> Equip. Maint. & Supplies Includes 1. Toner 2. Developer 3. Drums 4. Filters 5. Parts 6. Preventive Maintenance 7. Labor 8. Does not include: <i>paper, labels, staples, transparencies, IT Labor or S &amp; H</i>		<input type="radio"/> Equip. Maint. Only Includes 1. Parts 2. Labor 3. Filters 4. Fuser Oil 5. Webs 6. Prevent. Maint. (no supplies) 7. Does not include: <i>paper, labels, staples, transparencies, drums, toner developer, IT Labor or S &amp; H</i>		<input type="radio"/> Fax/Printer Agreement Includes 1. Parts 2. Labor 3. Prevent. Maint. (no supplies) 4. Does not include: <i>paper, labels, staples, transparencies, toner / cartridges, IT Labor or S &amp; H</i>	
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**Must Be Completed**

Upgrade  YES  NO  
 Remove Current Equipment  YES  NO  
 Change Current Contract  YES  NO  
 Machine ID# \_\_\_\_\_

**Connectivity Maintenance Agreement**

Connectivity Maint. Includes

1. Print driver setup on computers and training	2. Scanning setup on computers and training	3. Pagescope Solutions setup and training	4. Lan fax driver configuration
5. Command Workstation setup on computers			

ACCEPTED Eastern Managed Print Network, LLC	BUYER:	Date
By: <i>M. [Signature]</i> Title: <i>AS Biller</i>	By:	Title
Date: <i>2-5-19</i>	Name (print)	

IN CONSIDERATION THEREOF, BUYER promises to pay to Eastern Managed Print Network, LLC. The monthly EMS fee + shipping and handling as established by Buyer's monthly copy volume and the above schedule.

**IMPORTANT: TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE OF THIS FORM ARE AN INTRICATE PART OF THIS CONTRACT**

# Eastern Managed Print Network, LLC

## TERMS AND CONDITIONS

- SERVICES.** Throughout this Services Agreement (the "Agreement") the words "We," "Our," and "Us" refer to Company. The words "You" and "Your" refer to the Customer indicated on the reverse. This Agreement covers both the labor and materials for adjustments, repairs, and replacement of parts necessitated by normal use of the Equipment listed on the face of this Agreement ("Services"). Services do not include the following: (a) repairs due to (i) misuse, neglect, or abuse (including, without limitation, improper voltage or use of supplies that do not conform to the manufacturers' specifications), (ii) use of options, accessories, products, supplies not provided by Company; (iii) non-Company alterations, relocation, or service, and/or (iv) loss or damage resulting from accidents, fire, water, or theft; (b) maintenance requested outside Company's normal business hours or this Agreement, (c) relocation, (d) software or connected hardware, (e) hard drive replacement, (f) Thermal heads, process units, and fuser units for Facsimile Machines, (g) Thermal Heads and MICR Toner for Laser Printers, and parts and labor for all non-laser printers, and/or (h) parts for Scanners. Replacement parts may be new, reprocessed, or recovered. Supplies provided by Company are in accordance with the copy volumes set forth on the face of this Agreement and within the manufacturer's stated yields, and do not include staples. Supplies are to be used exclusively for the Equipment and remain Company property until consumed. You will return, or allow Company to retrieve, any unused supplies at the termination/expiration of this Agreement. You are responsible for the cost of excess supplies. You authorize Equipment to be connected to automatic meter reading software and/or device or, if we otherwise request, You will provide us with accurate meter readings for each item of Equipment when and by such means as we request. If You do not permit the Company to use automatic meter reading software and/or devices, Company may charge a monthly fee for manually performing meter reads. If You do not provide meter reads as required, Company may estimate the reading and bill accordingly. You shall provide adequate space and electrical service for the operation of the Equipment in accordance with UL and/or manufacturer's specifications. Supplies will be shipped via UPS Ground. Unless otherwise stated herein, Customer will be billed for shipping, including, but not limited to, UPS Ground, Overnight, and/or Messenger Service. Additional fees may be charged for Services provided outside Company's standard business hours or for computer/network issues and will be at Company hourly rates in effect at the time of Services. If, at any time during the Term of this Agreement, Customer upgrades, modifies, or adds equipment, Customer shall promptly notify Company and provide Company right of first refusal to provide Services for added equipment. Company maintains the right to inspect any upgrades and modifications to Equipment and/or additional equipment and, in its sole discretion, determine whether equipment is eligible for Services. If approved for Services, the Agreement will be amended to include such changes, including pricing modifications. Unless otherwise agreed to in writing, Customer remains solely responsible to secure any sensitive data and permanently delete such data from the internal media storage prior to removal of Equipment or termination of this Agreement.
- TERM AND PAYMENT.** Except as otherwise provided for herein, this Agreement is non-cancelable and will commence on the start date indicated on the face of this Agreement and remain in effect throughout the Term; and, unless notified in writing sixty (60) days prior to its expiration, this Agreement shall automatically renew for additional one (1) year periods. In the event the fees herein are included in Your lease payment, the Term shall run concurrently with the lease agreement and be subject to the renewal provisions provided for therein. The meter count at installation or, in the case of owned printers, at assessment, will be used for meter/overages calculations. You agree to pay Company all amounts due in accordance with the payment terms set forth on the face of this Agreement or in accordance with the applicable lease agreement, and all other sums when due and payable. Any Minimum Monthly Payment entitles You to Services for a specific number and type (i.e. black & white, color, scan) of Prints/Copies as identified on the face of this Agreement and will be billed in advance. In addition, You agree to pay the Overage Rate for each Print/Copy that exceeds the applicable number and type of Prints/Copies provided in the Minimum Monthly Payment which amount shall be billed in arrears and is payable as indicated on the face of this Agreement. A Print/Copy is defined as standard 8.5"x11" copy (larger size copies may register two meter clicks). No credit will be applied towards unused copies/prints. Your obligation to pay all sums when due shall be absolute and unconditional and is not subject to any statement, offset, defense or counterclaim. If any payment is not paid within 10 days of its due date, You will pay a late charge not to exceed 7% of each late payment (or such lesser rate as is the maximum allowable by law). Company has the right to withhold Services and supplies, without recourse, for any non-payment. Unless otherwise stated on the face of this Agreement, Company may increase the rates hereunder on an annual basis. Company retains the right to have all or some of the amounts due hereunder billed and/or collected by third parties. If Customer requires any specialized billing procedure or invoicing, Company reserves the right to bill an administrative fee not to exceed \$100 per invoice.
- TAXES.** Payments are exclusive of all state and local sales, use, excise, privilege and similar taxes. You will pay when due, either directly or to Us upon demand, all taxes, fines and penalties relating to this Agreement that are now or in the future assessed or levied.
- SOFTWARE LICENSE.** Company grants (and is hereby authorized by its licensor's to grant) you a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation ("Base Software") only with the Equipment with which it was delivered; and (b) Software that is set forth as a separate item in this Agreement ("Application Software") (including its accompanying documentation), as applicable, for as long as you are current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Licensed Software". You have no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Licensed Software; (2) activate Licensed Software delivered with the Equipment in an inactive state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Licensed Software will reside solely with Company and/or its licensors (who will be considered third-party beneficiaries of this Section). Licensed Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Company is denied access to periodically reset such code; (y) you are notified of a default under this Agreement; or (z) your license is terminated or expires. The Base Software license will terminate: (i) if you no longer use or possess the Equipment; or (ii) upon the expiration or termination of this Agreement, unless you have exercised your option to purchase the Equipment. Neither Company nor its licensors warrant that Licensed Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to Licensed Software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.
- DIAGNOSTIC SOFTWARE.** Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Company, or its licensors. Title to Diagnostic Software will remain with Company or its licensors. Company does not grant Customer any right to use Diagnostic Software, and Customer will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). Customer will allow Company reasonable access to the Equipment to remove or disable Diagnostic Software if Customer is no longer receiving Service from Company, provided that any on-site access to Customer's facility will be during Customer's standard business hours.
- SOFTWARE SUPPORT.** Except for Products and/or Third Party Products identified as "No Svc.", Company (or a designated service provider) will provide the software support set forth below or in accordance with an attached statement of work ("Software Support"). For Base Software for Equipment, Software Support will be provided during the Initial Term and any renewal period but in no event longer than 5 years after Company stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as you are current in the payment of all applicable software license and support fees. Company will maintain a web-based or toll-free hotline during Company's standard working hours to report Licensed Software problems and answer Licensed Software-related questions. Company, either directly or with its vendors, will make reasonable efforts to: (a) assure that Licensed Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Licensed Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to you. Company will not be required to provide Software Support if you have modified the Licensed Software. New releases of Licensed Software that primarily incorporate complete updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Company may make available will be provided at no charge and must be implemented within six months. New releases of Licensed Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Licensed Software governed by the Software License and Licensed Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require you to procure, at your expense, additional hardware and/or software from Company or another entity. Upon installation of a Release, you will return or destroy all prior Releases. For Third Party Software identified as "No Svc.", you shall enter into a support agreement with a Third Party Software vendor or its support services provider, who shall be solely responsible for the quality, timeliness and other terms and conditions of such support services. Company shall have no liability for the acts or omissions of such third party support services provider.
- WARRANTY:** You acknowledge that the Equipment covered by this Agreement was selected by You based upon Your own judgment. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES OF MERCHANTABILITY; OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED.
- LIMITATION OF LIABILITY.** In no event, shall Company be liable for any indirect, special, incidental, consequential damages, loss of profits, or punitive damages whether based in contract, tort, or any other legal theory and irrespective of whether Company has notice of the possibility of such damages.
- DEFAULT; REMEDIES:** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure to make payment when due of any indebtedness to Company or for the Equipment, whether or not arising under this Agreement, without notice or demand by Company; (b) breach by You of any obligation herein; or (c) if You cease doing business as a going concern. If You default, Company may: (1) require future Services, including supplies, be paid for in advance, (2) require You to immediately pay the amount of the remaining unpaid balance of the Agreement, (3) terminate any and all agreements with You, and/or (4) pursue any other remedy permitted at law or in equity. In the event of default, remaining payment amounts due will be calculated using the average of the last six months' billing or the amount set forth on the face of the Agreement, whichever is greater, multiplied by the remaining months of the Agreement. You agree that any delay or failure of Company to enforce its rights under this Agreement does not prevent Company from enforcing any such right at a later time. All of Company's rights and remedies survive the termination of this Agreement. In the event of a dispute arising out of this Agreement or the Equipment listed herein, should it prevail, Company shall be entitled to collection of its reasonable costs and attorneys' fees incurred in defending or enforcing this Agreement, whether or not litigation is commenced.
- ASSIGNMENT:** You may not sell, transfer, or assign this Agreement without the prior written consent of Company. Company may sell, assign or transfer this Agreement.
- NOTICES:** All notices required or permitted under this Agreement shall be by overnight courier or by registered mail to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notices from Company to You shall be effective three days after it has been deposited in the mail, duly addressed, or one day if sent via overnight courier.
- INDEMNIFICATION.** You are responsible for and agree to indemnify and hold Us harmless from, any and all (a) losses, damages, penalties, claims, suits and actions (collectively, "Claims"), whether based on a theory of contract, tort, strict liability or otherwise caused by or related to Your use or possession of the Equipment, and (b) all costs and attorneys' fees incurred by Us relating to such claim.
- FAX/ELECTRONIC EXECUTION.** A faxed or electronically transmitted version of this Agreement may be considered the original and You will not have the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. This Agreement may be signed in counterparts and all counterparts will be considered and constitute the same Agreement.
- MISCELLANEOUS.** (a) Choice of Law. This Agreement shall be governed by the laws of the state of New York (without regard to the conflict of laws or principles of such states); (b) Jury Trial. YOU EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT; (c) Entire Agreement. This Agreement constitutes the entire agreement between the parties with regards to the Services herein and supersedes all prior agreements, proposals or negotiations, whether oral or written regarding the Services set forth herein; (d) Enforceability. If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions will remain in full force and effect; (e) Amendments. This Agreement may not be amended or modified except by a writing signed by the parties; provided you agree that we are authorized, without notice to You, to supply missing information or correct obvious errors provided that such changes do not materially alter Your obligations; (f) Force Majeure. Company shall not be responsible for delays or inability to provide Services caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel conditions, or other reasons beyond our control; (g) Company has the right to modify/correct any clerical errors.

TERMS AND CONDITIONS

Date \_\_\_\_\_

Maintenance/EMS Agreement 03012011

Initial \_\_\_\_\_

2019-93



# MAINTENANCE AGREEMENT

A Xerox Company

REV 03.01.2018

<b>BILL TO</b>			<b>SHIP TO</b>		
SCHODACK TOWN HALL			SCHODACK TOWN HALL		
Company Purchaser	265 SCHURMAN RD		Company Key Operator	265 SCHURMAN RD	
Address	CASTLE ON HUDSON NY 12033		Address	CASTLE ON HUDSON	NY 12033
Address2			City, ST, Zip		
City, ST, Zip			Delivery Date		
Phone / Fax			Phone / Fax		

Salesperson	Purchase Order Number	Base Billing Cycle Preference	Customer Type	Begin Date	2/24/2019
MIKE G	PENDING	Annual	Existing	End Date	2/23/2020

Equipment	Description	Serial #	Rate Type	Volume per Month	Base Billing Rate per Page	Base Billing Rate per Year
731FL	KONICA 284E	A61G011012444	Black&White	2,555	0.01588	\$486.21
227FN	MURATEC 3530	20240012	Color			\$0.00
	BASE & OVERAGES ARE ANNUAL		Black&White			\$0.00
			Color			\$0.00
			Black&White			\$0.00
			Color			\$0.00
			Black&White			\$0.00
			Color			\$0.00
			Black&White			\$0.00
			Color			\$0.00

Overage Billing Cycle Preference	Annual				
A Page/Print/Copy is defined as standard, single sided 8.5"x11" page/print/copy.		Blended B&W	30,660	0.01588	\$486.21
		Blended Color	0	0	\$0.00

<input checked="" type="radio"/> Equip. Maint. & Supplies Includes	<input type="radio"/> Equip. Maint. Only Includes	<input type="radio"/> Fax/Printer Agreement Includes
1. Toner 2. Developer 3. Drums 4. Filters 5. Parts	6. Preventive Maintenance 7. Labor 8. Does not include: paper, labels, staples, transparencies, IT Labor or S & H 9. Wabs	1. Parts 2. Labor 3. Prevent. Maint. (no supplies) 4. Does not include: paper, labels, staples, transparencies, toner / cartridges, IT Labor or S & H

**Must Be Completed**

Upgrade  YES  NO

Remove Current Equipment  YES  NO

Change Current Contract  YES  NO

Machine ID# \_\_\_\_\_

*Connectivity Maintenance Agreement*

Connectivity Maint. Includes

1. Print driver setup on computers and training    2. Scanning setup on computers and training    3. Pagescope Solutions setup and training    4. Lan fax driver configuration

5. Command Workstation setup on computers

ACCEPTED Eastern Managed Print Network, LLC	BUYER:	Date
By: <i>M. [Signature]</i> Title: <i>Alt. Biller</i>	By: _____	Title
Date: <i>2-5-19</i>	Name (print)	

IN CONSIDERATION THEREOF, BUYER promises to pay to Eastern Managed Print Network, LLC. The monthly EMS fee + shipping and handling as established by Buyer's monthly copy volume and the above schedule.

**IMPORTANT: TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE OF THIS FORM ARE AN INTRICATE PART OF THIS CONTRACT**

# Eastern Managed Print Network, LLC

## TERMS AND CONDITIONS

1. **SERVICES.** Throughout this Services Agreement (the "Agreement") the words "We," "Our," and "Us" refer to Company. The words "You" and "Your" refer to the Customer indicated on the reverse. This Agreement covers both the labor and materials for adjustments, repairs, and replacement of parts necessitated by normal use of the Equipment listed on the face of this Agreement ("Services"). Services do not include the following: (a) repairs due to (i) misuse, neglect, or abuse (including, without limitation, improper voltage or use of supplies that do not conform to the manufacturer's specifications), (ii) use of options, accessories, products, supplies not provided by Company, (iii) non-Company alterations, relocation, or service; and/or (b) loss or damage resulting from accidents, fire, water, or theft; (c) maintenance requested outside Company's normal business hours or this Agreement, (c) relocation, (d) software or connected hardware, (e) hard drive replacement, (f) Thermal heads, process units, and fuser units for Facsimile Machines, (g) Thermal Heads and MICR Toner for Laser Printers, and parts and labor for all non-laser printers, and/or (h) parts for Scanners. Replacement parts may be new, reprocessed, or recovered. Supplies provided by Company are in accordance with the copy volumes set forth on the face of this Agreement and within the manufacturer's stated yields, and do not include staples. Supplies are to be used exclusively for the Equipment and remain Company property until consumed. You will return, or allow Company to retrieve, any unused supplies at the termination/expiration of this Agreement. You are responsible for the cost of excess supplies. You authorize Equipment to be connected to automatic meter reading software and/or device or, if we otherwise request, You will provide us with accurate meter readings for each item of Equipment when and by such means as we request. If You do not permit the Company to use automatic meter reading software and/or device, Company may charge a monthly fee for manually performing meter reads. If You do not provide meter reads as required, Company may estimate the reading and bill accordingly. You shall provide adequate space and electrical service for the operation of the Equipment in accordance with UL and/or manufacturer's specifications. Supplies will be shipped via UPS Ground. Unless otherwise stated herein, Customer will be billed for shipping, including, but not limited to, UPS Ground, Overnight, and/or Messenger Service. Additional fees may be charged for Services provided outside Company's standard business hours or for computer/network issues and will be at Company hourly rates in effect at the time of Services. If, at any time during the Term of this Agreement, Customer upgrades, modifies, or adds equipment, Customer shall promptly notify Company and provide Company right of first refusal to provide Services for added equipment. Company maintains the right to inspect any upgrades and modifications to Equipment and/or additional equipment and, in its sole discretion, determine whether equipment is eligible for Services. If approved for Services, the Agreement will be amended to include such changes, including pricing modifications. Unless otherwise agreed to in writing, Customer remains solely responsible to secure any sensitive data and permanently delete such data from the internal media storage prior to removal of Equipment or termination of this Agreement.

2. **TERM AND PAYMENT.** Except as otherwise provided for herein, this Agreement is non-cancelable and will commence on the start date indicated on the face of this Agreement and remain in effect throughout the Term; and, unless notified in writing sixty (60) days prior to its expiration, this Agreement shall automatically renew for additional one (1) year periods. In the event the fees herein are included in Your lease payment, the Term shall run concurrently with the lease agreement and be subject to the renewal provisions provided for therein. The meter count at installation or, in the case of owned printers, at assessment, will be used for meter/overages calculations. You agree to pay Company all amounts due in accordance with the payment terms set forth on the face of this Agreement or in accordance with the applicable lease agreement, and all other sums when due and payable. Any Minimum Monthly Payment entitles You to Services for a specific number and type (in black & white, color, scan) of Prints/Copies as identified on the face of this Agreement and will be billed in advance. In addition, You agree to pay the Overage Rate for each Print/Copy that exceeds the applicable number and type of Prints/Copies provided in the Minimum Monthly Payment which amount shall be billed in arrears and is payable as indicated on the face of this Agreement. A Print/Copy is defined as standard 8.5"x11" copy (larger size copies may register two meter clicks). No credit will be applied towards unused copies/prints. Your obligation to pay all sums when due shall be absolute and unconditional and is not subject to any abatement, offset, defense or counterclaim. If any payment is not paid within 10 days of its due date, You will pay a late charge not to exceed 7% of such late payment (or such lesser rate as the maximum allowable by law). Company has the right to withhold Services and supplies, without recourse, for any non-payment. Unless otherwise stated on the face of this Agreement, Company may increase the rates hereunder on an annual basis. Company retains the right to have all or some of the amounts due hereunder billed and/or collected by third parties. If Customer requires any specialized billing procedure or invoicing, Company reserves the right to bill an administrative fee not to exceed \$100 per invoice.

3. **TAXES.** Payments are exclusive of all state and local sales, use, excise, privilege and similar taxes. You will pay when due, either directly or to Us upon demand, all taxes, fines and penalties relating to this Agreement that are now or in the future assessed or levied.

4. **SOFTWARE LICENSE.** Company grants (and is hereby authorized by its licensor's to grant) you a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation ("Base Software") only with the Equipment with which it was delivered; and (b) Software that is set forth as a separate item in this Agreement ("Application Software") (including its accompanying documentation), as applicable, for as long as you are current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Licensed Software". You have no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Licensed Software; (2) activate Licensed Software delivered with the Equipment in an inactive state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Licensed Software will reside solely with Company and/or its licensors (who will be considered third-party beneficiaries of this Section). Licensed Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (a) Company is denied access to periodically reset such code; (b) you are notified of a default under this Agreement; or (c) your license is terminated or expires. The Base Software license will terminate: (i) if you no longer use or possess the Equipment; or (ii) upon the expiration or termination of this Agreement, unless you have exercised your option to purchase the Equipment. Neither Company nor its licensors warrant that Licensed Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to Licensed Software/documentation accompanied by a standstop or shrinkwrap license agreement or otherwise made subject to a separate license agreement.

5. **DIAGNOSTIC SOFTWARE.** Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Company, or its licensors. Title to Diagnostic Software will remain with Company or its licensors. Company does not grant Customer any right to use Diagnostic Software, and Customer will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). Customer will allow Company reasonable access to the Equipment to remove or disable Diagnostic Software if Customer is no longer receiving Service from Company, provided that any on-site access to Customer's facility will be during Customer's standard business hours.

6. **SOFTWARE SUPPORT.** Except for Products and/or Third Party Products identified as "No Svc.", Company (or a designated service) will provide the software support set forth below or in accordance with an attached statement of work ("Software Support"). For Base Software for Equipment, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Company stops selling customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as you are current in the payment of all applicable software license and support fees. Company will maintain a web-based or toll-free hotline during Company's standard working hours to report Licensed Software problems and answer Licensed Software-related questions. Company, either directly or with its vendors, will make reasonable efforts to: (a) assure that Licensed Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Licensed Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 9 months after the current Release is made available to you. Company will not be required to provide Software Support if you have modified the Licensed Software. New releases of Licensed Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Company may make available will be provided at no charge and must be implemented within six months. New releases of Licensed Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Licensed Software governed by the Software License and Licensed Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require you to procure, at your expense, additional hardware and/or software from Company or another entity. Upon installation of a Release, you will return or destroy all prior Releases. For Third Party Software identified as "No Svc.", you shall enter into a support agreement with a Third Party Software vendor or its support services provider, who shall be solely responsible for the quality, timeliness and other terms and conditions of such support services. Company shall have no liability for the acts or omissions of such third party support services provider.

7. **WARRANTY.** You acknowledge that the Equipment covered by this Agreement was selected by You based upon Your own judgment. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES OF MERCHANTABILITY; OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED.

8. **LIMITATION OF LIABILITY.** In no event, shall Company be liable for any indirect, special, incidental, consequential damages, loss of profits, or punitive damages whether based in contract, tort, or any other legal theory and irrespective of whether Company has notice of the possibility of such damages.

9. **DEFAULT; REMEDIES.** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure to make payment when due of any indebtedness to Company or for the Equipment, whether or not arising under this Agreement, without notice or demand by Company; (b) breach by You of any obligation herein; or (c) if You cease doing business as a going concern. If You default, Company may: (1) require future Services, including supplies, be paid for in advance, (2) require You to immediately pay the amount of the remaining unpaid balance of the Agreement, (3) terminate any and all agreements with You, and/or (4) pursue any other remedy permitted at law or in equity. In the Event of Default, remaining payment amounts due will be calculated using the average of the last six months' billing or the amount set forth on the face of the Agreement, whichever is greater, multiplied by the remaining months of the Agreement. You agree that any delay or failure of Company to enforce its rights under this Agreement does not prevent Company from enforcing any such right at a later time. All of Company's rights and remedies survive the termination of this Agreement. In the event of a dispute arising out of this Agreement or the Equipment listed herein, should it prevail, Company shall be entitled to collection of its reasonable costs and attorneys' fees incurred in defending or enforcing this Agreement, whether or not litigation is commenced.

10. **ASSIGNMENT:** You may not sell, transfer, or assign this Agreement without the prior written consent of Company. Company may sell, assign or transfer this Agreement.

11. **NOTICES:** All notices required or permitted under this Agreement shall be by overnight courier or by registered mail to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from Company to You shall be effective three days after it has been deposited in the mail, duly addressed, or one day if sent via overnight courier.

12. **INDEMNIFICATION.** You are responsible for and agree to indemnify and hold Us harmless from, any and all (a) losses, damages, penalties, claims, suits and actions (collectively, "Claims"), whether based on a theory of contract, tort, strict liability or otherwise caused by or related to Your use or possession of the Equipment, and (b) all costs and attorneys' fees incurred by Us relating to such claim.

13. **FAX/ELECTRONIC EXECUTION.** A faxed or electronically transmitted version of this Agreement may be considered the original and You will not have the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. This Agreement may be signed in counterparts and all counterparts will be considered and constitute the same Agreement.

14. **MISCELLANEOUS.** (a) Choice of Law. This Agreement shall be governed by the laws of the state of New York (without regard to the conflict of laws or principles of such states); (b) Jury Trial. YOU EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT; (c) Entire Agreement. This Agreement constitutes the entire agreement between the parties with regard to the Services herein and supersedes all prior agreements, proposals or negotiations, whether oral or written regarding the Services set forth herein; (d) Enforceability. If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions will remain in full force and effect; (e) Amendments. This Agreement may not be amended or modified except by a writing signed by the parties; provided You agree that we are authorized, without notice to You, to supply missing information or correct obvious errors provided that such change does not materially alter Your obligations; (f) Force Majeure. Company shall not be responsible for delays or inability to provide Services caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel conditions, or other reasons beyond our control; (g) Company has the right to modify/correct any clerical errors.

TERMS AND CONDITIONS

Date \_\_\_\_\_

Initial \_\_\_\_\_

Maintenance/EMS Agreement 03012011

2019-94



**MAINTEN**

A Xerox Company

BILL TO				SHIP TO			
Company	Town Of Schodack Town Hall			Company	Town Of Sch		
Purchaser				Key Operator			
Address	265 Schurman Road			Address	265 Sch		
Address2				City, ST, Zip	Castleton On Hudson		
City, ST, Zip	Castleton On Hudson, NY	12033		Delivery Date			
Phone / Fax	518-477-7590			Phone / Fax			

Salesperson	Purchase Order Number	Base Billing Cycle Preference	Customer Type	Be
Fereshteh Shojaie		Annual	Existing	E

Equipment	Description	Serial #	Rate Type	Volume per Month	Base Rate per
XER 3335DN	Xerox WorkCentre 3335DNI		Black&White	2,133	
			Color		
			Black&White		
			Color		
			Black&White		
			Color		
			Black&White		
			Color		
			Black&White		
			Color		

Overage Billing Cycle Preference	Monthly				
A Page/Print/Copy is defined as standard, single sided 8.5"x11" page/print/copy.			Blended B&W	25,596	0.0'
			Blended Color	0	(

<input checked="" type="radio"/> Equip. Maint. & Supplies Includes		<input type="radio"/> Equip. Maint. Only Includes		<input type="radio"/> Fax/Printer Agreement
1. Toner	6. Preventive Maintenance	1. Parts	6. Prevent. Maint. (no supplies)	1. Parts
2. Developer	7. Labor	2. Labor	7. Does not include:	2. Labor
3. Drums	8. Does not include:	3. Filters	<i>paper, labels, staples,</i>	3. Prevent. Maint. (no suppli
4. Filters	<i>paper, labels, staples,</i>	4. Fuser Oil	<i>transparencies, drums, toner</i>	4. Does not include:
5. Parts	<i>transparencies. IT Labor or S &amp; H</i>	5 Webs	<i>developer. IT Labor or S &amp; H</i>	<i>paper, labels, staples, trans</i>

**Must Be Completed**

Upgrade  YES  NO

Remove Current Equipment

## Eastern Managed Print Network, LLC

### TERMS AND CONDITIONS

1. **SERVICES.** Throughout this Services Agreement (the "Agreement") the words "We," "Our," and "Us" refer to Company. The words "You" and "Your" refer to the Customer indicated on the rev adjustments, repairs, and replacement of parts necessitated by normal use of the Equipment listed on the face of this Agreement ("Services"). Services do not include the following: (a) repair limitation, improper voltage or use of supplies that do not conform to the manufacturers' specifications), (ii) use of options, accessories, products, supplies not provided by Company and/or (iv) loss or damage resulting from accidents, fire, water, or theft; (b) maintenance requested outside Company's normal business hours or this Agreement, (c) relocate replacement, (f) Thermal heads, process units, and fuser units for Facsimile Machines, (g) Thermal Heads and MICR Toner for Laser Printers, and parts and labor for all non-laser p may be new, reprocessed, or recovered. Supplies provided by Company are in accordance with the copy volumes set forth on the face of this Agreement and within the manufacture to be used exclusively for the Equipment and remain Company property until consumed. You will return, or allow Company to retrieve, any unused supplies at the termination/expirat excess supplies. You authorize Equipment to be connected to automatic meter reading software and/or device or, if we otherwise request, You will provide us with accurate meter means as we request. If You do not permit the Company to use automatic meter reading software and/or devices, Company may charge a monthly fee for manually performing meter Company may estimate the reading and bill accordingly. You shall provide adequate space and electrical service for the operation of the Equipment in accordance with UL and/or me Ground. Unless otherwise stated herein, Customer will be billed for shipping, including, but not limited to, UPS Ground, Overnight, and/or Messenger Service. Additional fees may be business hours or for computer/network issues and will be at Company hourly rates in effect at the time of Services. If, at any time during the Term of this Agreement, Customer upgrat notify Company and provide Company right of first refusal to provide Services for added equipment. Company maintains the right to inspect any upgrades and modifications to Equipm determine whether equipment is eligible for Services. If approved for Services, the Agreement will be amended to include such changes, including pricing modifications. Unless responsible to secure any sensitive data and permanently delete such data from the internal media storage prior to removal of Equipment or termination of this Agreement.
2. **TERM AND PAYMENT.** Except as otherwise provided for herein, this Agreement is non-cancelable and will commence on the start date indicated on the face of this Agreement and remain in effect days prior to its expiration, this Agreement shall automatically renew for additional one (1) year periods. In the event the fees herein are included in Your lease payment, the Term shall run renewal provisions provided for therein. The meter count at installation or, in the case of owned printers, at assessment, will be used for meter/overages calculations. You agree to pay Comg forth on the face of this Agreement or in accordance with the applicable lease agreement, and all other sums when due and payable. Any Minimum Monthly Payment entitles You to Services for a Prints/Copies as identified on the face of this Agreement and will be billed in advance. In addition, You agree to pay the Overage Rate for each Print/Copy that exceeds the applicable Monthly Payment which amount shall be billed in arrears and is payable as indicated on the face of this Agreement. A Print/Copy is defined as standard 8.5"x11" copy (larger size copie towards unused copies/prints. Your obligation to pay all sums when due shall be absolute and unconditional and is not subject to any abatement, offset, defense or counterclaim. If any payment is n not to exceed 7% of each late payment (or such lesser rate as is the maximum allowable by law). Company has the right to withhold Services and supplies, without recourse, for any non-payment. Unless increase the rates hereunder on an annual basis. Company retains the right to have all or some of the amounts due hereunder billed and/or collected by third parties. If Customer requires any specialized an administrative fee not to exceed \$100 per invoice.
3. **TAXES.** Payments are exclusive of all state and local sales, use, excise, privilege and similar taxes. You will pay when due, either directly or to Us upon demand, all taxes, fines and penalties rela levied.
4. **SOFTWARE LICENSE.** Company grants (and is hereby authorized by its licensor's to grant) you a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documents delivered; and (b) Software that is set forth as a separate line item in this Agreement ("Application Software") (including its accompanying documentation), as applicable, for as long as you are curre Software" and "Application Software" are referred to collectively as "Licensed Software". You have no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or rewer delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Licensed Software will reside solely with Company and/or its l Section). Licensed Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Company is denied access to periodically reset such code; (y) you is terminated or expires. The Base Software license will terminate: (i) if you no longer use or possess the Equipment or (ii) upon the expiration or termination of this Agreement, unless you have exercise its licensors warrant that Licensed Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to Licensed Software/documentati or otherwise made subject to a separate license agreement.
5. **DIAGNOSTIC SOFTWARE.** Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Compar Company or its licensors. Company does not grant Customer any right to use Diagnostic Software, and Customer will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpo: reasonable access to the Equipment to remove or disable Diagnostic Software if Customer is no longer receiving Service from Company, provided that any on-site access to Customer's facility will be durin
6. **SOFTWARE SUPPORT.** Except for Products and/or Third Party Products identified as "No Svc.", Company (or a designated service) will provide the software support set forth below or in accordanc Base Software for Equipment, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Company stops taking customer orders for the s Support will be provided as long as you are current in the payment of all applicable software license and support fees. Company will maintain a web-based or toll-free hotline during Company's standard Licensed Software-related questions. Company, either directly or with its vendors, will make reasonable efforts to: (a) assure that Licensed Software performs in material conformity with its user docum Licensed Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to you. have modified the Licensed Software. New releases of Licensed Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates available will be provided at no charge and must be implemented within six months. New releases of Licensed Software that include new content or functionality ("Feature Releases") will be subject Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Licensed Software governed by the Software License and Licensed Software Implementation of a Release may require you to procure, at your expense, additional hardware and/or software from Company or another entity. Upon installation of a Release, you will return or destr Svc.", you shall enter into a support agreement with a Third Party Software vendor or its support services provider, who shall be solely responsible for the quality, timeliness and other terms and conditio the acts or omissions of such third party support services provider.
7. **WARRANTY:** You acknowledge that the Equipment covered by this Agreement was selected by You based upon Your own judgment. COMPANY MAKES NO REPRESENTATI WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES OF MERCHANTABILITY; OR FITNESS FOR A PARTICULAR UNRESERVEDLY EXCLUDED.
8. **LIMITATION OF LIABILITY.** In no event, shall Company be liable for any indirect, special, incidental, consequential damages, loss of profits, or punitive damages whether based in contract, tort, or notice of the possibility of such damages.
9. **DEFAULT; REMEDIES:** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure to make payment when due of any indebtedness to Company c without notice or demand by Company; (b) breach by You of any obligation herein; or (c) if You cease doing business as a going concern. If You default, Company may: (1) require future Service immediately pay the amount of the remaining unpaid balance of the Agreement, (3) terminate any and all agreements with You, and/or (4) pursue any other remedy permitted at law or in equity. I calculated using the average of the last six months' billing or the amount set forth on the face of the Agreement, whichever is greater, multiplied by the remaining months of the Agreement. You agree the Agreement does not prevent Company from enforcing any such right at a later time. All of Company's rights and remedies survive the termination of this Agreement. In the event of a dispute arising out of Company shall be entitled to collection of its reasonable costs and attorneys' fees incurred in defending or enforcing this Agreement, whether or not litigation is commenced.
10. **ASSIGNMENT:** You may not sell, transfer, or assign this Agreement without the prior written consent of Company. Company may sell, assign or transfer this Agreement.
11. **NOTICES:** All notices required or permitted under this Agreement shall be by overnight courier or by registered mail to such party at the address set forth in this Agreement, or at such oth



**Eastern Managed Print Network, LLC**  
**Sales Order Terms and Conditions**

1. **Definitions.** The first page of this Sales Order is called the Cover Page. The Cover Page and this Terms and Conditions page, along with a listing of additional products c (if attached), represent the agreement (the "Agreement") between Company and the Customer, with respect to the acquisition of those Products identified on the Cover Schedule A. "Products" shall mean the equipment ("Equipment"), Software Licenses, and Professional Services identified in this Agreement.

2. **Scope.** This Agreement may be executed for:

a) A **SALE** of Products. If a SALE, Company hereby offers to sell and Customer hereby accepts to purchase those Products in the quantity and for the price indicated Page (and/or Schedule A). Payment terms are Cash on Delivery ("COD"). Alternatively, if Customer has a verifiable credit account in good standing with Company, Customer be invoiced for the Products.

b) A **LEASE** of Products. If a LEASE, Customer will execute a separate lease agreement which will fund the purchase of the Products in the quantity indicated on the for the benefit of Customer. Upon execution of a lease agreement, the Customer shall be responsible to lessor to satisfy the terms and conditions of the lease. If, how agreement cannot be executed within 15 days of Customer's execution of this Agreement, Customer must immediately pay cash for the Products or return the Products to Like New condition.

c) A **RENTAL** of Products. If a RENTAL, Customer will execute a separate rental agreement with the Company. Customer shall be responsible for satisfying the terms of the rental agreement.

3. **Acceptance and Non-Cancellation.** This Agreement shall become binding upon the Customer's execution and may not be cancelled or altered thereafter without the written consent.

4. **Delivery and Installation.** Unless specified otherwise on the Cover Page, the Company shall deliver and install the Products at the location specified by Customer on the unless: (1) Customer has not made available at that address a suitable place of installation as specified by the Company; or (2) Customer has not made available suitable service in accordance with the Underwriter's Lab ("UL") requirements. All risk of loss will transfer to the Customer upon delivery.

5. **Payment and Late Fees.** Payment must be received by Company within 30 days of the invoice date. Restrictive covenants on payment instruments will not reduce obligation. A late charge of 1.5% may be assessed on invoice balances 10 days or more overdue. Customer is responsible for all collection fees, attorneys' fees and court costs by the Company in enforcing the terms of this Section 5.

6. **Taxes.** Customer is responsible for all applicable taxes, fees or charges of any kind (including interest and penalties) assessed by any governmental entity on this Agreement amounts payable hereunder ("Taxes"), which will be included in the invoice unless Customer timely provides proof of tax exempt status. Taxes do not include taxes on Company

7. **Force Majeure.** The Company shall not be determined to be in default of any provision herein or be liable for any delay, failure in performance or interruption of services acts of God, civil or military catastrophe, strikes, embargoes, transportation delays, inability to obtain materials from suppliers, product deficiencies, or any other situation reasonable control of the Company.

8. **Default.** If Customer breaches any obligation under this Agreement, Customer will pay all reasonable costs, including attorneys' fees, incurred by the Company to Agreement. In addition to any remedies under the law, if Customer breaches this Agreement and fails to cure said breach within 20 days after receipt of notice from the Company may terminate this Agreement.

9. **Indemnification.** (a) Customer is responsible for any losses, damages, penalties, claims, suits, and actions (collectively "Claims") whether based on a theory of contribution liability, or otherwise caused by or related to or in any manner arising out of its use, ownership, possession, or financing, of the Products (including but not limited to the Customer, Customer's employees or agents, or any third party), and, (b) Customer is responsible for any and all costs and attorneys' fees incurred by the Company relating claim. Customer will reimburse and, if requested, defend the Company at Customer's own cost and expense, against any Claims. Customer's obligations under this Section 9 termination of this Agreement.

10. **WARRANTIES AND LIMITATION OF LIABILITY ON WORK PERFORMED.** THERE ARE NO WARRANTIES, WHETHER EXPRESSED, IMPLIED, OR STATUTORY PRODUCTS PROVIDED BY COMPANY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO OBLIGATION OR LIABILITY SHALL GROW OUT OF THE COMPANY RENDERING TECHNICAL OR OTHER ADVICE IN CONNECTION WITH PRODUCTS PROVIDED UNDER THIS AGREEMENT.

11. **Limitation of Liability.** The Company's total liability to Customer for any claim, whether based in contract, tort, common law, or statute, arising out of, connected with, or the furnishing or failure to furnish any Products under this Agreement (and the associated delivery and installation) shall not exceed the amount paid by Customer for the Products give rise to the claim. In no event shall the Company be liable for any incidental, consequential, or special damages incurred by Customer or any third party, including without loss of use, loss of anticipated profits, costs of downtime, or for substitute equipment, and any claims of Customer's clientele for service interruptions or failure to supply.

12. **Limited License to Use Software.** The Company grants Customer a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation provided on Equipment ("Base Software") only with the Equipment with which it was delivered; and (b) software and accompanying documentation separately identified on the Cover Page ("Application Software") provided Customer is current in the payment, including any applicable software license fees (if any). Application Software may be subject to, or accompanied by, click wrap/shrink wrap license contract or End User License Agreement. Diagnostic Software is embedded in the Equipment and is a valuable trade secret used to evaluate or maintain the Equipment ("Diagnostic Software"). Customer is granted no right to use the Diagnostic Software. Other than as provided for herein, Customer has no other rights to the Base, Application, or Diagnostic Software (collectively, "Software") to distribute, copy, modify, create derivatives of, decompile, or reverse engineer Software; (2) activate Software delivered with the Equipment in an inactivated state; or (3) allow others to engage to, and all intellectual property rights in, Software will reside solely with Company and/or its licensors (who will be considered third-party beneficiaries of this subsection). The Base Software terminates: (i) if Customer no longer uses or possesses the Equipment; or (ii) upon the expiration of any installment payments under which Customer has rented or leased the Equipment (unless Customer has exercised an option to purchase the Equipment). Neither Company nor its licensors warrant that Software will be free from errors or that its operation will be uninterrupted.

13. **Governing Law.** This Agreement shall be governed by the laws of the state of New York without regard to the conflict of laws or principles of such states.

14. **Errors.** The Company reserves the right at its sole discretion to correct clerical and typographical errors in this Agreement.

15. **Severability.** The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of any other provision.

16. **Modifications.** No modification, amendment, or other change shall be binding on the parties unless agreed to in writing by each party's authorized representative.

17. **Waiver.** The waiver of any breach of any of the terms and conditions set forth herein shall not be construed as a waiver of any other breach. The failure of either party to exercise its right arising from any default of the other party hereunder shall not be deemed to be a waiver of such right.

18. **Assignment.** Any assignment of this Agreement by Customer without the prior written consent of the Company shall be void and unenforceable.

THE CUSTOMER HAS READ THIS AGREEMENT, UNDERSTANDS IT, HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT AND BIND THE CUSTOMER TO

2019-095

**TOWN OF SCHODACK  
EDUCATIONAL SEMINARS REQUEST**

Pursuant to Resolution # 2010-044, the Supervisor is authorized to approve staff attendance at educational seminars if registration and expenses are deemed to be appropriately budgeted and do not exceed \$250 in the aggregate.

Please attach information about the seminar (i.e. agenda) include documentation to support each cost item, so that the Supervisor and/or Town Board can appropriately review.

Staff attending educational program: Nadine Fuda  
David Carlarco

Name of Seminar/Conf./Course: New York Planning Federation Conference  
Location (Venue, City): The Sagamore  
Dates of Seminar: April 28th - April 30th  
Cost of Seminar (Registration Fees): 220.00 per person

<u>Travel Costs:</u>	<u># of Miles</u>	<u>Rate as of 1/1/18</u>	<u>Estimated Amount</u>
Mileage	78.2	\$ 0.545	42.61 each way = 85.23 pp
<small>Please include a copy of mapquest to estimate total mileage - this will be used as a guideline when your actual mileage is submitted for reimbursement.</small>			
Train/Bus/Plane			\$
Town Vehicle			

**Lodging:**

Name of Hotel/Motel	<u>The Sagamore Resort</u>
# of Rooms	<u>2</u>
# of Nights	<u>2</u>
Cost per night	<u>169.00 per room per night</u>
Total Lodging Cost	<u>\$ 676.00</u>

**Meals:**

Included in seminar cost	<u>two per day</u>
Estimated cost if you answered no above	<u>\$200.00</u>

Total estimated cost to attend:  
Estimated cost per staff member\* 743.23 pp  
(total cost divided by # of ppl attending) \$ 743.23 x 2 = \$1,486.46

Is the total cost budgeted?

**TB Resolution needed?\***  
If Yes, please document resolution # yes  
#2019

Department Head Approval Nadine Fuda

Supervisor Approval \_\_\_\_\_

\* If the estimated cost per staff member is > \$250, then a TB resolution is required. Please plan ahead. A resolution is required prior to any town obligation (payment) for the seminar. Please attach this form and a copy of the resolution, if applicable, to all payment requests involving payment to a vendor or an employee reimbursement.

**Note:** Please make sure you bring the appropriate tax exemption forms with you. Most restaurants will accept the tax-exempt letter. There is also a special tax-exempt form for hotels.

# Local Law Filing

NEW YORK STATE DEPARTMENT OF STATE  
41 STATE STREET, ALBANY, NY 12231-0001

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

County of Rensselaer

Local Law No. \_\_\_\_\_ of the year 2019

A local law Amending Local Law No. 4 of the Year 2007 and Local Law No. 6 of the Year 1997

By: Chairman Stammel

Be it enacted by the County Legislature \_\_\_\_\_ of the County of Rensselaer as follows:

Section 1. Legislative Intent. Pursuant to recent amendments to Section 458-a of the Real Property Tax Law of the State of New York, Sections 2, 3 and 4 of Local Law No. 4 of the year 2007, which amended Local Law No. 6 of the Year 1997, which was entitled "A LOCAL LAW ADOPTING AN INCREASED MAXIMUM TAX EXEMPTION FOR ALTERNATIVE VETERANS AS AUTHORIZED BY CHAPTER 417 OF THE LAWS OF NEW YORK FOR 1997", and Local Law No. 6 of the Year 1997, are hereby amended as follows:

Section 2. Qualifying residential real property shall be exempt from taxation to the extent of Fifteen (15%) percent of the assessed value of such property; provided, however, that such exemption shall not exceed Forty-Five thousand dollars (\$45,000.00) or the product of Forty-Five thousand dollars (\$45,000.00) multiplied by the latest state equalization rate for the respective assessing unit, or in the case of a special assessing unit, the latest class ratio, whichever is less.

Section 3. In addition to the exemption provided above in Section 2 of this local law, where the veteran served in a combat theatre or combat zone of operations as documented by the award of a United States campaign ribbon or service medal, qualifying residential real property also shall be exempt from taxation to the extent of Ten (10%) percent of the assessed value of such property; provided, however, that such exemption shall not exceed Thirty thousand dollars (\$30,000.00) or the product of Thirty thousand dollars (\$30,000.00) multiplied by the latest state equalization rate for the respective assessing

unit, or in the case of a special assessing unit, the latest class ratio, whichever is less.

**Section 4.** In addition to the exemptions provided by Sections 2 and 3 above of this local law, where the veteran received a compensation rating from the United States Veteran's Administration or from the United States Department of Defense because of a service connected disability, qualifying residential real property shall be exempt from taxation to the extent of the product of the assessed value of such property multiplied by Fifty (50%) percent of the veteran's disability rating; provided, however, that such exemption shall not exceed One Hundred and Fifty thousand dollars (\$150,000.00) or the product of One Hundred and Fifty thousand dollars (\$150,000.00) multiplied by the latest state equalization rate for the respective assessing unit, or in the case of a special assessing unit, the latest class ratio, whichever is less. For the purpose of this section, where a person who served in the active military, naval or air service during a period of war died in service of a service connected disability, such person shall be deemed to have been assigned a compensation rating of one hundred percent.

**Section 5. Further Amendments.** Local Law No. 4 of the year 2007 and Local Law No. 6 of the Year 1997 of the County of Rensselaer are further amended to incorporate herein and make a part hereof, the updated definitions contained in New York State Real Property Tax Law Section 458-a (1) as if set forth at length herein. Further, such Local Laws are amended to include all possible participants and qualified entities as are now set forth in Paragraphs 5, 6, 7, 8, 9 and 10 of the New York State Real Property Tax Law Section 458-a.

**Section 6. Effective date.** This local law shall take effect upon filing with the office of the Secretary of State of the State of New York, and with the Office of the State Comptroller of the State of New York.

Local Law ADOPTED by the following vote:  
Ayes: 19  
Nays: 0  
Abstain: 0  
January 8, 2019

Approved by the County Executive:

Dated: 1/17/19

  
Steven McLaughlin  
County Executive

# Local Law Filing

NEW YORK STATE DEPARTMENT OF STATE  
41 STATE STREET, ALBANY, NEW YORK 12207

(Use this form to file a local law with the Secretary of State)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate a new matter.

Town of Schodack

Local Law No. 3 of the year 2019

A local law amending Section 197-12.1 ("Alternative veterans exemption") of Chapter 197 of the Town Code of the Town of Schodack.

Be it enacted by the Town Board of the Town of Schodack as follows:

**Section 1. Legislative Intent.** The legislative intent of this Local Law is to increase, to the extent provided herein, the maximum exemption allowable pursuant to Section 458-a of the Real Property Tax Law for qualifying residential real property located in the Town of Schodack.

**Section 2.** Pursuant to the authority set forth in Section 458-a of the Real Property Tax Law, subsections "A", "B", and "C" of Section 197-12.1 of Chapter 197 of the Town Code of the Town of Schodack are hereby amended as follows:

- A. Qualifying residential real property shall be exempt from taxation to the extent of Fifteen (15%) percent of the assessed value of such property; provided, however, that such exemption shall not exceed ~~Twenty Seven thousand dollars (\$27,000.00)~~ Forty-Five thousand dollars (\$45,000) or the product of ~~Twenty Seven thousand dollars (\$27,000.00)~~ Forty-Five thousand dollars (\$45,000) multiplied by the latest state equalization rate for the respective assessing unit, or in the case of a special assessing unit, the latest class ratio, whichever is less.
- B. In addition to the exemption provided in Subsection A of this section, where the veteran served in a combat theater or combat zone of operations as documented by the award of a United States campaign ribbon or service medal, qualifying residential real property also shall be exempt from taxation to extent of 10% of the assessed value of such property; provided, however, that such exemption shall not exceed ~~\$18,000~~ Thirty thousand dollars (\$30,000) or the product of ~~\$18,000~~ Thirty thousand dollars (\$30,000) multiplied by the latest state equalization rate for the

respective assessing unit, or in the case of a special assessing unit, the latest class ratio, whichever is less.

- C. In addition to the exemptions provided by Subsections A and B of this section, where the veteran received a compensation rating from the United States Veterans Administration or from the United States Department of Defense because of a service connected disability, qualifying residential real property shall be exempt from taxation to the extent of the product of the assessed value of such property multiplied by Fifty percent (50%) of the veteran's disability rating; provided, however, that such exemption shall not exceed ~~\$90,000~~ One Hundred and Fifty thousand dollars (\$150,000) or the product of ~~\$90,000~~ One Hundred and Fifty thousand dollars (\$150,000) multiplied by the latest state equalization rate for the respective assessing unit, or in the case of a special assessing unit, the latest class ratio, whichever is less. For the purpose of this section, where a person who served in the active military, naval or air service during a period of war died in service of a service-connected disability, such person shall be deemed to have been assigned a compensation rating of one hundred (100%) percent.

**Section 3. Effective date.** This Local Law shall take effect immediately and shall become effective upon filing in the Office of the Secretary of State of New York, and with the Office of the State Comptroller of the State of New York.

Town of Schodack			
Schodack Central School District Sewer Connection			
Project Budget/Costs			
		H045-SCSD	
		SS1-Ext #1	
Original Construction Budget (incl 15% contingency)		1,108,888.00	
Laberge Engineering Contract		<b>278,900.00</b>	
Legal Costs (est) (20K per MP&R red by 4K, Eng Inc by 4K)		16,000.00	
Total Estimated Cost of Project before Interest		1,403,788.00	
Estimated Interest		50,000.00	
<b>Total Estimated Cost of Project per 1/18/17 MPR</b>		<b>1,453,788.00</b>	
Maximum Funding From SSCD		1,500,000.00	
Keller Original Bid		897,170.00	Res 18-150
Change Order #1-Plan Revision required for for approval		18,620.00	Res 18-168
Adj Bid		915,790.00	
Change Order #2-Fence Height Revision		1,827.00	Res 18-230
Adj Bid		917,617.00	
Change Order #3 Dialer System/Area Lights		9,515.00	Res 18-285
Adj Bid		927,132.00	Total TB Approved thru 12/31/18
Unit Price Adj Incl additional Rock Cost (\$134,850 less savings of \$31,998.50)		102,851.50	
Adjusted Expected Construction Cost		1,029,983.50	
Contingency for items not completed		20,016.50	Per 1/17/19 Laberge Letter
<b>Total Conservative Adjusted Construction Cost Budget</b>		<b>1,050,000.00</b>	
Total Conservative Adjusted Construction Cost Budget		1,050,000.00	
Town Board Approval for Change Orders # 1,2,3)		(927,132.00)	
TB Approval per 9/17/18 Laberge letter		(59,248.00)	Res 19-070
<b>Additional requested Town Board Approval for 2/14/19</b>		<b>63,620.00</b>	
Invoice paid to Keller to date:	Voucher #		
	18-1604	191,179.39	
	18-1793	370,408.69	
	18-1872	201,535.19	
	19-0126	183,617.90	
	19-0133	25,703.87	
<b>Total payments to Keller to date</b>		<b>972,445.04</b>	
Remaining estimated costs/payments due Keller:			
Pump Station		3,528.00	} 57,539.32 (A)
Generator		1,480.00	
Chemical Feed Building		1,350.00	
Retainage per approved contract change order signed 1/14/19		51,181.32	
<b>Total Estimated Construction Cost</b>		<b>1,029,984.36</b>	
Project Costs to Date:			
Hiscock & Barclay-bond counsel		892.00	
Laberge Engineering		272,233.16	
Mangione Lock-4 padlocks,keys for pump station		164.61	
National Grid-install gas meter/service		7,807.57	
Operator: Wages & Benefits		821.90	
Public Notices-public referendum estab SS1 ext		158.36	
Tabner Legal Costs		8,634.10	
Keller Construction Costs		972,445.04	
<b>Total Project Costs Paid to date:</b>		<b>\$ 1,263,156.74</b>	
(A) Estimated additional construction costs not yet incurred		<b>57,539.32</b>	
Est additional Engineering Costs (\$278,900-\$272,233.16)		6,666.84	
<b>Total Estimated SCSD SS1-Ext#1 Costs</b>		<b>\$ 1,327,362.90</b>	
MP&R Estimated Costs over projected to date costs		\$ 126,425.10	

**PLANNING & ZONING**

**Town of Schodack**

265 Schuurman Rd.

Castleton, NY 12033

January 16, 2019

Supervisor David Harris  
Schodack Town Board Members  
Schodack Town Hall  
265 Schuurman Road  
Castleton, NY 12033

Re: Stewarts Shops Corp.  
Rte. 9 & 20 and Sunset Rd at Miller Rd.  
Town of Schodack  
SEQR Lead Agency

**Planning Board**

Denise Mayrer,  
Chairperson  
Wayne Johnson, PE  
Paul Puccio  
John LaVoie  
Lawrence D Angelo  
Andrew Aubin, PE  
James D Shaughnessy, PE  
Craig Crist, Esq.

Dear Supervisor and Town Board Members:

Enclosed is a Short Environmental Assessment Form for the above project. A copy of the concept plan are also enclosed

This is a Unlisted Action, The Schodack Planning Board wishes to undertake a coordinated review, Schodack Planning Board desires to declare itself as lead agency at a future meeting.

Please indicate if you object or concur at your earliest convenience.

Thank you.

Nadine Fuda  
Director of Planning and Zoning  
Town of Schodack

Enclosure

cc: Richard Laberge, P.E., Planning Board Engineer  
Craig Crist: Planning Board Attorney  
Charles Marshall, Stewart's Shops

**Zoning Board of Appeals**

David Calarco,  
Chairman  
Ed Brewer  
Anthony Maier  
Lou Spada  
William Better, Esq.

Nadine

# SPECIAL PERMIT /SITE PLAN APPLICATION

Town of Schodack- Planning Board  
265 Schuurman Road, Castleton, NY 12033  
Phone: 518-477-7938; Fax: 518-477-7983; Nadine.fuda@schodack.org

FILE # 2018-34

CONCEPT MEETING: Monday 9/17/18

APPLICATION RECEIVED ON 9/4/18

LOCATION OF PROPERTY 1540-1538 Columbia Turnpike  
178.00-14-5, 178.00-14-6, 260 Along Rt 9  
TAX MAP # 178.00-14-7 ZONE HC ACRES 2.4 ROAD FRONTAGE (ft.) 342 on Sunset  
ENG/SURVEY FIRM Santo Associates TELEPHONE (518) 383-8001 Fax/ Email (518) 383-6026

EXISTING USE(S) Existing uses are a multi-tenant commercial building with live in residency and auto repair shop

INTENDED USE(S) Stewart's Shop - convenience store with gas

WILL DEVELOPMENT BE PHASED? YES \_\_\_\_\_ NO X IF YES, ATTACH LETTER OF EXPLANATION.

WILL YOU BE SEEKING A SITE DEVELOPMENT PERMIT BEFORE FINAL APPROVAL? YES \_\_\_\_\_ NO X

WHEN PRELIMINARY APPROVAL IS GRANTED, THE BUILDING INSPECTOR WILL BE NOTIFIED. A SITE DEVELOPMENT PERMIT WILL BE ISSUED BY THE BUILDING INSPECTOR WHEN ALL PAPERWORK IS IN ORDER.

\*\* IS THIS PROPERTY IN AN AGRICULTURAL DISTRICT CONTAINING A FARM OPERATION? YES \_\_\_\_\_ NO X

\*\* ARE THE BOUNDARIES OF THIS PARCEL WITHIN 500 FEET OF A FARM OPERATION LOCATED IN AN AGRICULTURAL DISTRICT? YES \_\_\_\_\_ NO \_\_\_\_\_ IF YOU ANSWERED YES TO EITHER OF THE \*\* QUESTIONS, ADDITIONAL INFORMATION MAY BE REQUIRED.

ATTACH: EAF, Application fee, Survey/Site Plan Maps (min. 10), appropriate fees, letter of intent, must be submitted 10 days before initial review.

Application is Hereby Made to the Planning Office. The Applicant or Owner agrees to comply with all applicable laws, Ordinances, Regulations of the Town of Schodack and New York State for approval of the application.

WHO WILL BE REPRESENTING YOUR APPLICATION AT THE PLANNING BOARD MEETINGS? Charles Marshall

Date 9/31/18 Charles Marshall  
Print name

Charles Marshall  
APPLICANT'S Signature

MAILING ADDRESS P.O. Box 435, Saratoga Springs, New York 12866

TELEPHONE# (518) 581-1201 ext 4435 OTHER# (518) 269-0664 FAX# (518) 581-1209

Date \_\_\_\_\_ Print name \_\_\_\_\_  
MAILING ADDRESS \_\_\_\_\_ PROPERTY OWNER'S Signature \_\_\_\_\_

TELEPHONE# \_\_\_\_\_ OTHER# \_\_\_\_\_ FAX # \_\_\_\_\_

Nadine Fuda, Director / Denise Mayrer -Chairperson / Craig Crist, Attorney / Richard Laberge, P.E.  
Wayne Johnson / John LaVoie / Paul Puccio / Lawrence D Angelo / Andrew Aubin / James D. S\*

## Short Environmental Assessment Form

### Part 1 - Project Information

#### Instructions for Completing

**Part 1 - Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

<b>Part 1 - Project and Sponsor Information</b>			
Stewart's Shops Corp.			
Name of Action or Project: Stewart's Relocation			
Project Location (describe, and attach a location map): 1540 Columbia Turnpike			
Brief Description of Proposed Action: Stewart's will raze the existing multi-tenant building and neighboring automobile repair shop for the redevelopment of a new Stewart's Shop (convenience store) with self-service gasoline.			
Name of Applicant or Sponsor: Stewart's Shops Corp.		Telephone: (518) 581-1201 ext 4435	
		E-Mail: cmarshall@stewartsshops.com	
Address: P.O. Box 435			
City/PO: Saratoga Springs		State: New York	Zip Code: 12866
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input checked="" type="checkbox"/>
			YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			NO <input checked="" type="checkbox"/>
			YES <input type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		_____ 2.4 acres	
b. Total acreage to be physically disturbed?		_____ 1.75 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		_____ 2.4 acres	
4. Check all land uses that occur on, adjoining and near the proposed action.			
<input type="checkbox"/> Urban <input checked="" type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> Parkland			



18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>

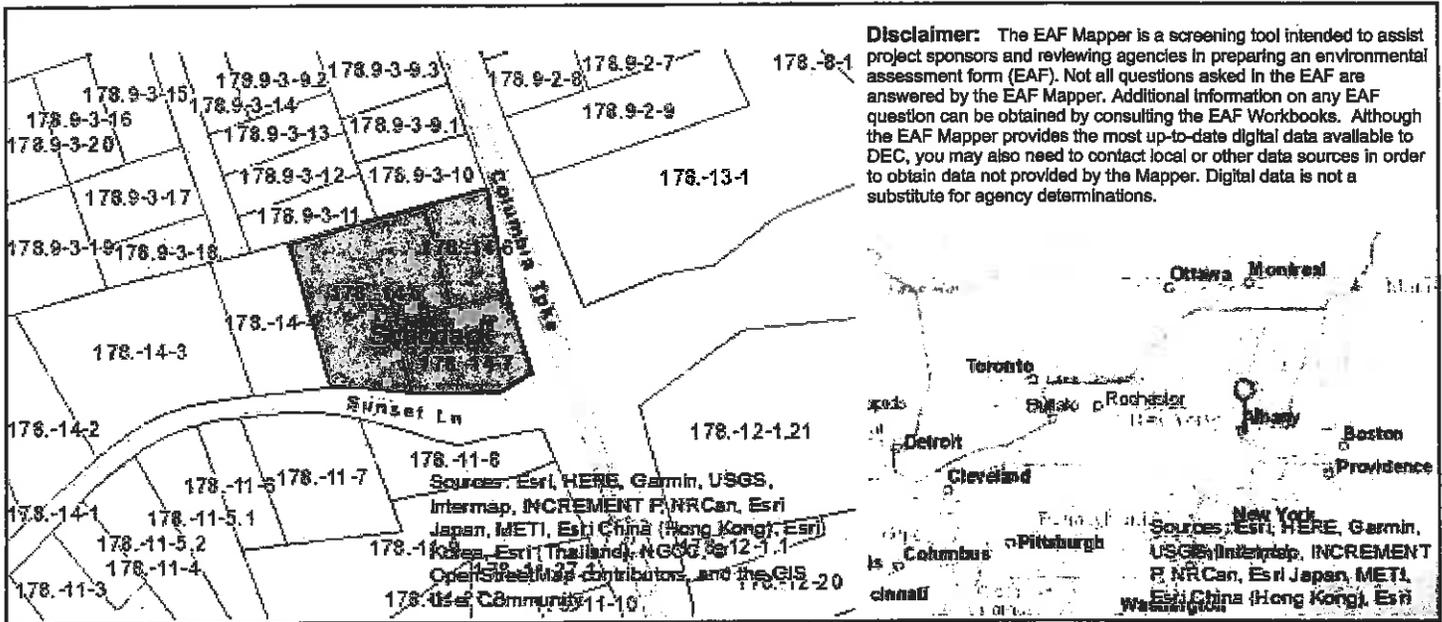
**I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE**

Applicant/sponsor name: Stewart's Shops Corp. Date: 8/30/18

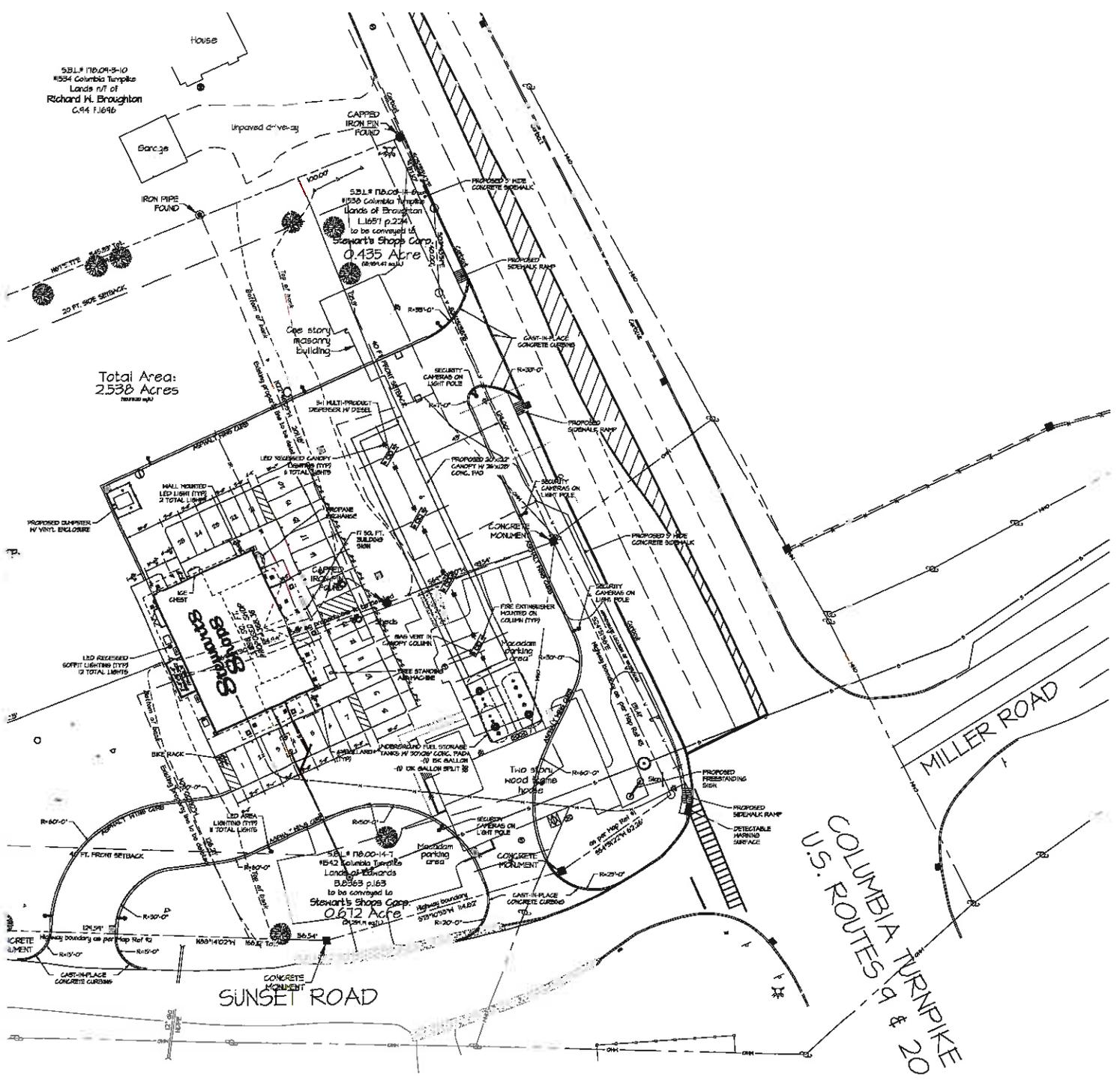
Signature: Chris G. Merrill

# EAF Mapper Summary Report

Tuesday, August 28, 2018 10:25 AM



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National Register of Historic Places]	No
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	No
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
Part 1 / Question 20 [Remediation Site]	No



- 1  
 WITH SAND  
 U CHANNEL  
 THE PLAN.
- 2
- HANDICAP SIGN  
 RT-9 12"x18"  
 RT-8A 12"x6"  
 5'-0" MOUNTING HEIGHT MIN.  
 SEE PLAN FOR LOCATION
- VAN ACCESSIBLE
- NO PARKING  
 ANY TIME

STORE NAME, ABBREVIATION & NO. <b>SCHODACK - SCOV - 354</b>		
SITE LOCATION <b>1538 &amp; 1542 COLUMBIA TURNPIKE - CASTLETON, NY 12033</b>		
DATE 11-18-10	NO. 1	REVISIONS Revised driveway location, added free standing sign, enclosed dumpster and revised site statistics.
		DRAWN BY: SEK SCALE: 1" = 30" DATE: 8/2/10
SARATOGA SPRINGS, NY 12066 TEL. (518)558-1200 FAX (518)558-1205		DRAWING NO. <b>S-2</b>
TITLE: <b>PROPOSED SITE PLAN</b>		
ALTERATIONS TO THIS DOCUMENT BY OTHER THAN AN AUTHORIZED LICENSED PROFESSIONAL ENGINEER IS ILLEGAL AND A VIOLATION OF THE NEW YORK STATE SEALING LAW		

2019-103

**NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

Division of Environmental Permits, Region 4  
1130 North Westcott Road, Schenectady, NY 12306-2014  
P. (518) 357-2069 | F. (518) 357-2460  
[www.dec.ny.gov](http://www.dec.ny.gov)

Mr. David Harris  
Town of Schodack Supervisor  
265 Schuurman Rd.  
Castleton, NY 12033  
[David.harris@schodack.org](mailto:David.harris@schodack.org)

February 12, 2019

RE: Lead Agency Coordination Request  
Keller Old Post Road Mine Expansion  
DEC #4-3844-00031/00001  
South Old Post Road  
Village of Castleton, Rensselaer County

Dear Supervisor Harris:

The purpose of this request is to determine under Article 8 (State Environmental Quality Review - SEQR) of the Environmental Conservation Law and 6 NYCRR Part 617 the following:

1. Your jurisdiction in the action described below;
2. Your interest in assuming the responsibilities of lead agency; and
3. Issues of concern which you believe should be evaluated;
4. Please note and comment upon the proposed decrease in property setback.

I have enclosed a copy of the permit application and a completed Environmental Assessment Form to assist you in responding.

DEC Permit(s): Mined Land Reclamation

SEQR Classification: Type 1

DEC Contact Person: Kate Kornak

DEC Position: DEC wishes to assume lead agency status for this action.

The Lead Agency will determine the need for an environmental impact statement (EIS) on this project. If you have an interest in being Lead Agency, then please contact this office within 30 days of the date of this letter. If no response is received, it will be assumed that your agency has no interest in being lead agency.

Sincerely,

*Kate Kornak*

Kate Kornak  
Deputy Regional Permit Administrator  
[Kate.kornak@dec.ny.gov](mailto:Kate.kornak@dec.ny.gov)

Enclosures  
cc: DEC MLR

## David Harris

---

**From:** Kornak, Kate F (DEC) <Kate.Kornak@dec.ny.gov>  
**Sent:** Tuesday, February 12, 2019 2:40 PM  
**To:** David Harris  
**Cc:** Nadine Fuda; Perry, Jennifer R (DEC)  
**Subject:** Lead Agency Request; Keller & Sons Old Post Road Mine  
**Attachments:** 2019.02.12 Lead Agency Request.pdf; 2019.01.29 App, EAF.pdf

Good afternoon,

Attached, please find a lead agency request letter for a proposed modification to the Mined Land Reclamation permit – Keller & Sons, Old Post Road Pit. This facility is located on South Old Post Road in the Village of Castleton. An application and Part 1 of the Long Environmental Assessment Form is attached.

Please let me know if you have any questions.

Thank you,  
Kate Kornak

*Kate Kornak*

Deputy Regional Permit Administrator  
Division of Environmental Permits

**New York State Department of Environmental Conservation**  
1130 North Westcott Rd. Schenectady, NY 12306  
P: (518) 357-2459 | [kate.kornak@dec.ny.gov](mailto:kate.kornak@dec.ny.gov)

[www.dec.ny.gov](http://www.dec.ny.gov) |  | 

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION DIVISION OF MINERAL RESOURCES			7. MINED LAND PROJECT	
<b>MINING PERMIT APPLICATION</b>				
1. a. MINE ID NUMBER <b>40270</b>		1. b. DEC ID NUMBER <b>4-3844-00031/00001</b>		
2. NAME OF APPLICANT <b>Wm. J. Keller &amp; Sons Realty Corporation</b>				
3. TELEPHONE NUMBER <b>518-732-7782</b>				
4. PERMANENT ADDRESS <b>1435 Route 9</b>				
CITY <b>Castleton</b>		STATE <b>NY</b>	ZIP CODE <b>12033</b>	
5. CONTACT PERSON <b>John D. Keller Jr.</b>		6. a. TELEPHONE NUMBER <b>518-421-5360</b>		
6. b. EMAIL ADDRESS <b>jkeller1@wjkeller.com</b>				
8. TAXPAYER ID If other than individual, provide Federal Taxpayer ID Number <b>14-1538292</b>			9. APPLICATION TYPE <input type="checkbox"/> New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Modification <input type="checkbox"/> Transfer	
10. a. PRESENT PERMIT TERM Expiration Date <b>01 / 05 / 2020</b>		b. COMING PERMIT TERM <input checked="" type="checkbox"/> 5 years <input type="checkbox"/> Other ___ years		11. COMMON GEOLOGIC NAME OF MINERAL TO BE MINED <b>Gravel / Sand</b>
12. LOCAL ORDINANCES				
a. Is mining prohibited at this location? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			b. Does the local government require any type of permit for mining at this location? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
13. a. ARE ANY OTHER STATE MINING PERMITS CURRENTLY HELD BY THE APPLICANT? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				
b. If YES, give DEC mine file number(s)				
14. Has any owner, partner, corporate officer or corporate director of your organization ever held any of these positions in another organization that has had a New York State mining permit <b>SUSPENDED OR REVOKED</b> or has had a New York State mined land reclamation bond <b>FORFEITED</b> ? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, identify the person(s).				
15. ACREAGE SUMMARY (To be filled in by applicant)				FOR OFFICIAL DEC USE ONLY
a. Total acreage controlled by owner at this location				44.80 acres
b. Total acreage permitted by DEC prior to this application				80 acres
c. Total acreage affected since April 1, 1975				45.4 acres
d. Total acreage approved by DEC as reclaimed since April 1, 1975				1 acres
e. Current affected acreage (c minus d)				44.4 acres
f. Acreage included in this application, but not previously approved				1.4 acres
g. New acreage to be affected during the coming permit term				0 acres
h. Number of acres to be reclaimed during coming permit term				0 acres
16. NAME OF MINING SITE <b>Wm. J. Keller &amp; Sons Realty Corporation - Route 150 Pit</b>				
17. MINE LOCATION			18. MAP LOCATION	
Road <u>Old Post Road</u>			a. Quadrangle Name _____	
Nearest Road Intersection <u>Old Post Road / Route 150</u>			b. <input type="checkbox"/> 15 minute <input type="checkbox"/> 7 1/2 minute	
Town <u>Schodack</u>			FOR DEC OFFICIAL USE ONLY	
County <u>Rensselaer</u>			LATITUDE _____ LONGITUDE _____ NAD 83	
19. NAME AND ADDRESS OF SURFACE LANDOWNER(S) <b>Wm. J. Keller &amp; Sons Realty Corporation 1435 Route 9 Castleton, NY 12033</b>			20. NAME AND ADDRESS OF MINERAL OWNER(S) <b>Wm. J. Keller &amp; Sons Realty Corporation 1435 Route 9 Castleton, NY 12033</b>	
<b>RECEIVED</b> <b>JAN 29 2019</b>				
21. The surface landowner(s) and the mineral owner(s) of the property that is to be mined by the above applicant have read the Mined Land Use Plan, which sets forth the applicant's mining and reclamation plan for the property to be mined, and hereby irrevocably consent and agree to the performance of the Mined Land Use Plan by the applicant, his surety or insurer, or the NYS Department of Environmental Conservation. The surface landowner(s) and mineral owner(s) further agree to allow access to the property to Department personnel for the purpose of conducting inspections or investigations in the regular course of their duties.				
SIGNATURE(S) OF SURFACE LANDOWNER(S) <i>John D. Keller Jr.</i>		DATE <b>1/29/19</b>	SIGNATURE(S) OF MINERAL OWNER(S) <i>John D. Keller Jr.</i>	
			DATE <b>1/29/19</b>	
22. I hereby affirm, under penalty of perjury that information provided on this form is true to the best of my knowledge and belief. False statements made herein are punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.				
NAME, TITLE AND SIGNATURE OF APPLICANT OR AUTHORIZED REPRESENTATIVE <b>John D. Keller Jr., Owner /Operator</b>			DATE <b>1/29/19</b>	

**Full Environmental Assessment Form  
Part 1 - Project and Setting**

**RECEIVED**

JAN 29 2019

By \_\_\_\_\_

**Instructions for Completing Part 1**

**Part 1 is to be completed by the applicant or project sponsor.** Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the project sponsor to verify that the information contained in Part 1 is accurate and complete.

**A. Project and Sponsor Information.**

Name of Action or Project: Wm. J. Keller & Sons Realty Corporation Route 150 Pit		
Project Location (describe, and attach a general location map): Old Post Road / Route 150, Schodack NY		
Brief Description of Proposed Action (include purpose or need): Store Topsoil inside the life of the mine		
Name of Applicant/Sponsor: Wm. J. Keller & Sons Realty Corporation		Telephone: 518-421-5360
		E-Mail: jkeller1@wjkeller.com
Address: 1435 Route 9		
City/PO: Castleton	State: NY	Zip Code: 12033
Project Contact (if not same as sponsor; give name and title/role):		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor):		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:

**B. Government Approvals**

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No or Village Board of Trustees		
b. City, Town or Village <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Planning Board or Commission		
c. City Council, Town or <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Village Zoning Board of Appeals		
d. Other local agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
e. County agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
g. State agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
h. Federal agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
iii. Is the project site within a Coastal Erosion Hazard Area?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**C. Planning and Zoning**

<b>C.1. Planning and zoning actions.</b>	
Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<ul style="list-style-type: none"> <li>• If Yes, complete sections C, F and G.</li> <li>• If No, proceed to question C.2 and complete all remaining sections and questions in Part I</li> </ul>	
<b>C.2. Adopted land use plans.</b>	
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? <input type="checkbox"/> Yes <input type="checkbox"/> No	
b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes, identify the plan(s):	
_____	
_____	
_____	
c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes, identify the plan(s):	
_____	
_____	
_____	



f. Does the project include new residential uses?  Yes  No

If Yes, show numbers of units proposed.

	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion	_____	_____	_____	_____
of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)?  Yes  No

- If Yes,
- i. Total number of structures \_\_\_\_\_
  - ii. Dimensions (in feet) of largest proposed structure: \_\_\_\_\_ height; \_\_\_\_\_ width; and \_\_\_\_\_ length
  - iii. Approximate extent of building space to be heated or cooled: \_\_\_\_\_ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage?  Yes  No

- If Yes,
- i. Purpose of the impoundment: \_\_\_\_\_
  - ii. If a water impoundment, the principal source of the water:  Ground water  Surface water streams  Other specify: \_\_\_\_\_
  - iii. If other than water, identify the type of impounded/contained liquids and their source. \_\_\_\_\_
  - iv. Approximate size of the proposed impoundment. Volume: \_\_\_\_\_ million gallons; surface area: \_\_\_\_\_ acres
  - v. Dimensions of the proposed dam or impounding structure: \_\_\_\_\_ height; \_\_\_\_\_ length
  - vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): \_\_\_\_\_

**D.2. Project Operations**

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)  Yes  No

- If Yes:
- i. What is the purpose of the excavation or dredging? \_\_\_\_\_
  - ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?
    - Volume (specify tons or cubic yards): \_\_\_\_\_
    - Over what duration of time? \_\_\_\_\_
  - iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. \_\_\_\_\_
  - iv. Will there be onsite dewatering or processing of excavated materials?  Yes  No  
If yes, describe. \_\_\_\_\_
  - v. What is the total area to be dredged or excavated? \_\_\_\_\_ acres
  - vi. What is the maximum area to be worked at any one time? \_\_\_\_\_ acres
  - vii. What would be the maximum depth of excavation or dredging? \_\_\_\_\_ feet
  - viii. Will the excavation require blasting?  Yes  No
  - ix. Summarize site reclamation goals and plan: \_\_\_\_\_

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area?  Yes  No

- If Yes:
- i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): \_\_\_\_\_

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

iii. Will proposed action cause or result in disturbance to bottom sediments?  Yes  No  
If Yes, describe: \_\_\_\_\_

iv. Will proposed action cause or result in the destruction or removal of aquatic vegetation?  Yes  No  
If Yes:

- acres of aquatic vegetation proposed to be removed: \_\_\_\_\_
- expected acreage of aquatic vegetation remaining after project completion: \_\_\_\_\_
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): \_\_\_\_\_
- proposed method of plant removal: \_\_\_\_\_
- if chemical/herbicide treatment will be used, specify product(s): \_\_\_\_\_

v. Describe any proposed reclamation/mitigation following disturbance: \_\_\_\_\_

c. Will the proposed action use, or create a new demand for water?  Yes  No  
If Yes:

i. Total anticipated water usage/demand per day: \_\_\_\_\_ gallons/day

ii. Will the proposed action obtain water from an existing public water supply?  Yes  No  
If Yes:

- Name of district or service area: \_\_\_\_\_
- Does the existing public water supply have capacity to serve the proposal?  Yes  No
- Is the project site in the existing district?  Yes  No
- Is expansion of the district needed?  Yes  No
- Do existing lines serve the project site?  Yes  No

iii. Will line extension within an existing district be necessary to supply the project?  Yes  No  
If Yes:

- Describe extensions or capacity expansions proposed to serve this project: \_\_\_\_\_
- Source(s) of supply for the district: \_\_\_\_\_

iv. Is a new water supply district or service area proposed to be formed to serve the project site?  Yes  No  
If Yes:

- Applicant/sponsor for new district: \_\_\_\_\_
- Date application submitted or anticipated: \_\_\_\_\_
- Proposed source(s) of supply for new district: \_\_\_\_\_

v. If a public water supply will not be used, describe plans to provide water supply for the project: \_\_\_\_\_

vi. If water supply will be from wells (public or private), maximum pumping capacity: \_\_\_\_\_ gallons/minute.

d. Will the proposed action generate liquid wastes?  Yes  No  
If Yes:

i. Total anticipated liquid waste generation per day: \_\_\_\_\_ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): \_\_\_\_\_

iii. Will the proposed action use any existing public wastewater treatment facilities?  Yes  No  
If Yes:

- Name of wastewater treatment plant to be used: \_\_\_\_\_
- Name of district: \_\_\_\_\_
- Does the existing wastewater treatment plant have capacity to serve the project?  Yes  No
- Is the project site in the existing district?  Yes  No
- Is expansion of the district needed?  Yes  No

• Do existing sewer lines serve the project site?  Yes  No  
 • Will line extension within an existing district be necessary to serve the project?  Yes  No  
 If Yes:  
 • Describe extensions or capacity expansions proposed to serve this project: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site?  Yes  No  
 If Yes:  
 • Applicant/sponsor for new district: \_\_\_\_\_  
 • Date application submitted or anticipated: \_\_\_\_\_  
 • What is the receiving water for the wastewater discharge? \_\_\_\_\_

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge, or describe subsurface disposal plans):  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction?  Yes  No  
 If Yes:  
 i. How much impervious surface will the project create in relation to total size of project parcel?  
 \_\_\_\_\_ Square feet or \_\_\_\_\_ acres (impervious surface)  
 \_\_\_\_\_ Square feet or \_\_\_\_\_ acres (parcel size)  
 ii. Describe types of new point sources. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?  
 \_\_\_\_\_  
 \_\_\_\_\_  
 • If to surface waters, identify receiving water bodies or wetlands: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 • Will stormwater runoff flow to adjacent properties?  Yes  No

iv. Does proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater?  Yes  No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations?  Yes  No  
 If Yes, identify:  
 i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)  
 \_\_\_\_\_  
 ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)  
 \_\_\_\_\_  
 iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)  
 \_\_\_\_\_  
 \_\_\_\_\_

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit?  Yes  No  
 If Yes:  
 i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year)  Yes  No  
 ii. In addition to emissions as calculated in the application, the project will generate:  
 • \_\_\_\_\_ Tons/year (short tons) of Carbon Dioxide (CO<sub>2</sub>)  
 • \_\_\_\_\_ Tons/year (short tons) of Nitrous Oxide (N<sub>2</sub>O)  
 • \_\_\_\_\_ Tons/year (short tons) of Perfluorocarbons (PFCs)  
 • \_\_\_\_\_ Tons/year (short tons) of Sulfur Hexafluoride (SF<sub>6</sub>)  
 • \_\_\_\_\_ Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflourocarbons (HFCs)  
 • \_\_\_\_\_ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)?  Yes  No

If Yes:

i. Estimate methane generation in tons/year (metric): \_\_\_\_\_

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): \_\_\_\_\_

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i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations?  Yes  No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): \_\_\_\_\_

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j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services?  Yes  No

If Yes:

i. When is the peak traffic expected (Check all that apply):  Morning  Evening  Weekend  
 Randomly between hours of \_\_\_\_\_ to \_\_\_\_\_.

ii. For commercial activities only, projected number of semi-trailer truck trips/day: \_\_\_\_\_

iii. Parking spaces: Existing \_\_\_\_\_ Proposed \_\_\_\_\_ Net increase/decrease \_\_\_\_\_

iv. Does the proposed action include any shared use parking?  Yes  No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: \_\_\_\_\_

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vi. Are public/private transportation service(s) or facilities available within 1/2 mile of the proposed site?  Yes  No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles?  Yes  No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes?  Yes  No

---

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy?  Yes  No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: \_\_\_\_\_

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): \_\_\_\_\_

iii. Will the proposed action require a new, or an upgrade to, an existing substation?  Yes  No

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l. Hours of operation. Answer all items which apply.

<p>i. During Construction:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: _____</li> <li>• Saturday: _____</li> <li>• Sunday: _____</li> <li>• Holidays: _____</li> </ul>	<p>ii. During Operations:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: _____</li> <li>• Saturday: _____</li> <li>• Sunday: _____</li> <li>• Holidays: _____</li> </ul>
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both?  Yes  No  
 If yes:  
 i. Provide details including sources, time of day and duration:  
 \_\_\_\_\_  
 \_\_\_\_\_

ii. Will proposed action remove existing natural barriers that could act as a noise barrier or screen?  Yes  No  
 Describe: \_\_\_\_\_  
 \_\_\_\_\_

---

n.. Will the proposed action have outdoor lighting?  Yes  No  
 If yes:  
 i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:  
 \_\_\_\_\_  
 \_\_\_\_\_

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen?  Yes  No  
 Describe: \_\_\_\_\_  
 \_\_\_\_\_

---

o. Does the proposed action have the potential to produce odors for more than one hour per day?  Yes  No  
 If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures:  
 \_\_\_\_\_  
 \_\_\_\_\_

---

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage?  Yes  No  
 If Yes:  
 i. Product(s) to be stored \_\_\_\_\_  
 ii. Volume(s) \_\_\_\_\_ per unit time \_\_\_\_\_ (e.g., month, year)  
 iii. Generally describe proposed storage facilities: \_\_\_\_\_  
 \_\_\_\_\_

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q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation?  Yes  No  
 If Yes:  
 i. Describe proposed treatment(s):  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

ii. Will the proposed action use Integrated Pest Management Practices?  Yes  No

---

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)?  Yes  No  
 If Yes:  
 i. Describe any solid waste(s) to be generated during construction or operation of the facility:  
 • Construction: \_\_\_\_\_ tons per \_\_\_\_\_ (unit of time)  
 • Operation : \_\_\_\_\_ tons per \_\_\_\_\_ (unit of time)  
 ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:  
 • Construction: \_\_\_\_\_  
 \_\_\_\_\_  
 • Operation: \_\_\_\_\_  
 \_\_\_\_\_  
 iii. Proposed disposal methods/facilities for solid waste generated on-site:  
 • Construction: \_\_\_\_\_  
 \_\_\_\_\_  
 • Operation: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

s. Does the proposed action include construction or modification of a solid waste management facility?  Yes  No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): \_\_\_\_\_

ii. Anticipated rate of disposal/processing:

- \_\_\_\_\_ Tons/month, if transfer or other non-combustion/thermal treatment, or
- \_\_\_\_\_ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: \_\_\_\_\_ years

---

t. Will proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste?  Yes  No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: \_\_\_\_\_

ii. Generally describe processes or activities involving hazardous wastes or constituents: \_\_\_\_\_

iii. Specify amount to be handled or generated \_\_\_\_\_ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: \_\_\_\_\_

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility?  Yes  No

If Yes: provide name and location of facility: \_\_\_\_\_

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: \_\_\_\_\_

**E. Site and Setting of Proposed Action**

**E.1. Land uses on and surrounding the project site**

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

Urban  Industrial  Commercial  Residential (suburban)  Rural (non-farm)

Forest  Agriculture  Aquatic  Other (specify): \_\_\_\_\_

ii. If mix of uses, generally describe: \_\_\_\_\_

---

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces			
• Forested			
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: _____			

c. Is the project site presently used by members of the community for public recreation?  Yes  No  
 i. If Yes: explain: \_\_\_\_\_

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site?  Yes  No  
 If Yes,  
 i. Identify Facilities: \_\_\_\_\_

e. Does the project site contain an existing dam?  Yes  No  
 If Yes:  
 i. Dimensions of the dam and impoundment:  
 • Dam height: \_\_\_\_\_ feet  
 • Dam length: \_\_\_\_\_ feet  
 • Surface area: \_\_\_\_\_ acres  
 • Volume impounded: \_\_\_\_\_ gallons OR acre-feet  
 ii. Dam's existing hazard classification: \_\_\_\_\_  
 iii. Provide date and summarize results of last inspection: \_\_\_\_\_

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility?  Yes  No  
 If Yes:  
 i. Has the facility been formally closed?  Yes  No  
 • If yes, cite sources/documentation: \_\_\_\_\_  
 ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: \_\_\_\_\_  
 iii. Describe any development constraints due to the prior solid waste activities: \_\_\_\_\_

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste?  Yes  No  
 If Yes:  
 i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: \_\_\_\_\_

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site?  Yes  No  
 If Yes:  
 i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply:  Yes  No  
 Yes – Spills Incidents database Provide DEC ID number(s): \_\_\_\_\_  
 Yes – Environmental Site Remediation database Provide DEC ID number(s): \_\_\_\_\_  
 Neither database  
 ii. If site has been subject of RCRA corrective activities, describe control measures: \_\_\_\_\_  
 iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database?  Yes  No  
 If yes, provide DEC ID number(s): \_\_\_\_\_  
 iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): \_\_\_\_\_

v. Is the project site subject to an institutional control limiting property uses?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<ul style="list-style-type: none"> <li>• If yes, DEC site ID number: _____</li> <li>• Describe the type of institutional control (e.g., deed restriction or easement): _____</li> <li>• Describe any use limitations: _____</li> <li>• Describe any engineering controls: _____</li> <li>• Will the project affect the institutional or engineering controls in place? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></li> <li>• Explain: _____</li> </ul>	
<b>E.2. Natural Resources On or Near Project Site</b>	
a. What is the average depth to bedrock on the project site? _____ feet	
b. Are there bedrock outcroppings on the project site? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>	
If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %	
c. Predominant soil type(s) present on project site:	
_____	%
_____	%
_____	%
d. What is the average depth to the water table on the project site? Average: _____ feet	
e. Drainage status of project site soils:	
<input type="checkbox"/> Well Drained: _____	% of site
<input type="checkbox"/> Moderately Well Drained: _____	% of site
<input type="checkbox"/> Poorly Drained _____	% of site
f. Approximate proportion of proposed action site with slopes:	
<input type="checkbox"/> 0-10%: _____	% of site
<input type="checkbox"/> 10-15%: _____	% of site
<input type="checkbox"/> 15% or greater: _____	% of site
g. Are there any unique geologic features on the project site? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>	
If Yes, describe: _____	
_____	
h. Surface water features.	
i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>	
ii. Do any wetlands or other waterbodies adjoin the project site? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>	
If Yes to either <i>i</i> or <i>ii</i> , continue. If No, skip to E.2.i.	
iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>	
iv. For each identified regulated wetland and waterbody on the project site, provide the following information:	
• Streams: Name _____ Classification _____	
• Lakes or Ponds: Name _____ Classification _____	
• Wetlands: Name _____ Approximate Size _____	
• Wetland No. (if regulated by DEC) _____	
v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>	
If yes, name of impaired water body/bodies and basis for listing as impaired: _____	
_____	
i. Is the project site in a designated Floodway? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>	
j. Is the project site in the 100 year Floodplain? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>	
k. Is the project site in the 500 year Floodplain? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>	
l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>	
If Yes:	
i. Name of aquifer: _____	

m. Identify the predominant wildlife species that occupy or use the project site: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

n. Does the project site contain a designated significant natural community?  Yes  No  
 If Yes:  
 i. Describe the habitat/community (composition, function, and basis for designation): \_\_\_\_\_  
 ii. Source(s) of description or evaluation: \_\_\_\_\_  
 iii. Extent of community/habitat:  
 • Currently: \_\_\_\_\_ acres  
 • Following completion of project as proposed: \_\_\_\_\_ acres  
 • Gain or loss (indicate + or -): \_\_\_\_\_ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species?  Yes  No

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern?  Yes  No

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing?  Yes  No  
 If yes, give a brief description of how the proposed action may affect that use: \_\_\_\_\_  
 \_\_\_\_\_

**E.3. Designated Public Resources On or Near Project Site**

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304?  Yes  No  
 If Yes, provide county plus district name/number: \_\_\_\_\_

b. Are agricultural lands consisting of highly productive soils present?  Yes  No  
 i. If Yes: acreage(s) on project site? \_\_\_\_\_  
 ii. Source(s) of soil rating(s): \_\_\_\_\_

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark?  Yes  No  
 If Yes:  
 i. Nature of the natural landmark:  Biological Community  Geological Feature  
 ii. Provide brief description of landmark, including values behind designation and approximate size/extent: \_\_\_\_\_  
 \_\_\_\_\_

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area?  Yes  No  
 If Yes:  
 i. CEA name: \_\_\_\_\_  
 ii. Basis for designation: \_\_\_\_\_  
 iii. Designating agency and date: \_\_\_\_\_

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on, or has been nominated by the NYS Board of Historic Preservation for inclusion on, the State or National Register of Historic Places?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:	
i. Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input type="checkbox"/> Historic Building or District	
ii. Name: _____	
iii. Brief description of attributes on which listing is based: _____	
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
g. Have additional archaeological or historic site(s) or resources been identified on the project site?	
If Yes:	
i. Describe possible resource(s): _____	
ii. Basis for identification: _____	
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:	
i. Identify resource: _____	
ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____	
iii. Distance between project and resource: _____ miles.	
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:	
i. Identify the name of the river and its designation: _____	
ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	

**F. Additional Information**

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

**G. Verification**

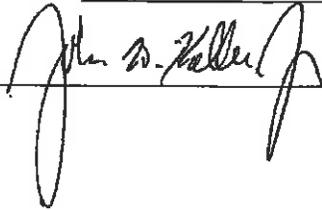
I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name John D. Keller Jr.

Date

1/29/19

Signature



Title Owner/Operator