

2025-136



**AUDIO-VIDEO CORPORATION**  
Your Communication Solutions Partner  
SINCE 1946

**Audio-Video Corporation**

**FED ID #14-1426006**  
213 Broadway  
Albany, NY 12204

Phone: (518) 449-7213 Fax: (518) 449-1205

Billing Address

Town of Schodack  
Accounts Payable  
265 Schuurman Road

Castleton NY 12033  
USA

**Copy**

Document Number  
**20544**

Customer No.  
**c18116**

Your Contact  
**28 Keith Rivers**

Delivery Address

**Charles Peter**  
Town of Schodack  
Receiving  
265 Schuurman Road  
Castleton NY 12033

**SALES QUOTATION**

Document Date Page  
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Provisional No.

Payment Terms  
**Pending Credit Approval**

Currency: \$

Description	Quantity	Contract Pricing	Price	Total
<b>BDP-BX370 Blu-Ray Player with Built-In Wi-Fi and HDMI Cable</b> Item Code: T7-BDPBX370 Manufacturer: Sony	1		90.00	90.00
<b>HDMI AUDIO EXTRACTOR 4k60Hz</b> Item Code: C2G41003 Manufacturer: C2G	1		102.00	102.00
<b>3ft (0.9m) GRIPPING HIGH SPEED HDMI CBL</b> Item Code: CG29675 Manufacturer: C2G	2		11.00	22.00
<b>3ft 3.5mm Stereo M to (2) RCA Male</b> Item Code: CG39942 Manufacturer: C2G	1		3.00	3.00
<b>Speaker Tote Bag Designed for JBL EON 712 Powered 12-Inch Loudspeaker</b> Item Code: EON712-BAG Manufacturer: JBL Bags	2		98.00	196.00
<b>Dual Compartment Speaker Stand Bag with 50 Interior. Holds 2 speaker stands</b> Item Code: GPA-SPKSTDBG-50DLX Manufacturer: Gator Cases	1		27.00	27.00

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**03/09/23**

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Currency: \$

Description	Quantity	Contract Pricing	Price	Total
<b>Updated Padded Nylon Mixer Or Equipment Bag; 15 X 15 X 5.5 (For Soundcraft EFX8)</b> Item Code: G-MIXERBAG-1515 Manufacturer: Gator Cases	1		55.00	55.00
<b>Storm Travel Case with Foam - Black (For DP E-Vision Laser 5900)</b> Item Code: PEL-IM2620 Manufacturer: Pelican	1		259.00	259.00
<b>STAND PROJECT-O DLX-425 (For DP E-Vision Laser 5900)</b> Item Code: 42067 Manufacturer: Da-Lite	1		360.00	360.00

Shipping Type: **Best Way - Prepaid**

Quotation Subtotal:	<b>\$ 1,114.00</b>
Total Before Tax:	<b>\$ 1,114.00</b>
Total Tax Amount:	<b>\$ 0.00</b>
<b>Total Amount:</b>	<b>\$ 1,114.00</b>

Quotation Valid Until: 04/09/23

Subject to Shipping & Handling and Sales Tax if Applicable

**EQUIPMENT WARRANTY:**

**All Warranties, Service and Technical Support provided through Audio-Video Corporation's Authorized Full Service Facility in Albany, NY.**

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Albany, NY 12204  
USA

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**SALES QUOTATION**

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**03/09/23**

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Currency: \$

**THIS QUOTATION DOES NOT CONSTITUTE A SALES ORDER UNLESS SIGNED BY YOU, OUR CLIENT.  
SEE TERMS AND CONDITIONS OF SALE ATTACHED.**

**Accepted By**

\_\_\_\_\_

**P.O. No.**

\_\_\_\_\_

**Signature**

\_\_\_\_\_

**Date**

\_\_\_\_\_

**Ship-to Address:  
(if different than above)**

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

**Credit Card Info:  
(if applicable)**

\_\_\_\_\_  
**Cardholder's Name**

**Cardholder's Telephone Number & Email Address**

## TERMS AND CONDITIONS OF SALE

**AUDIO-VIDEO CORPORATION**, (SELLER) and the purchaser of the items covered by this Sales Order whose name appears on the reverse side hereof, (BUYER), agree that the following Terms and Conditions of Sale shall be applicable to this transaction, except as specifically superseded or amended by a typed statement in the body of this Quotation/Sales Order.

1. **GENERAL** - The terms and conditions of this contract constitute the entire agreement and supersede all previous agreements between the parties. No provisions of purchase orders will prevail in conflict with these terms unless agreed to in writing by an Agent of **AUDIO-VIDEO CORPORATION**. This agreement shall be interpreted and governed by the laws of the State of New York, U.S.A. Buyer agrees that it may be served in the State of New York and appoints the Secretary of the State of New York as his agent to accept Service of Summons.
2. **DELIVERY** - Unless shown to the contrary within the body of this Quotation/Sales Order, all products are shipped F.O.B. Shipping Point of origin and BUYER shall pay all freight and delivery charges. Any special or non-customary handling charges by a carrier shall also be the responsibility of the BUYER. Damage and risk of loss of any nature after delivery shall be at BUYER'S sole risk. SELLER shall not be liable for any default or delay that, for any reason whatsoever, interferes with or impedes production or delivery of the products ordered. All promises of delivery are made in good faith and SELLER shall be diligent in its efforts to fulfill them. SELLER shall not, in any event, be liable for costs or damages for failure to meet the estimated delivery date whether reasonably foreseen or otherwise.
3. **CREDIT** - Notwithstanding the terms stated herein, SELLER may either accelerate or withhold shipment, or both, at anytime that BUYER is in default or in the event that BUYER'S credit becomes unacceptable to SELLER'S credit department.
4. **PAYMENT** - Payment shall be as provided on this Quotation/Sales Order. BUYER agrees to pay 1 % per month interest on all amounts not paid when due. BUYER also agrees to pay any and all expenses incurred by **AUDIO-VIDEO CORPORATION** in the collection of past due amounts.
5. **SECURITY - AUDIO-VIDEO CORPORATION** shall have the right, in addition to all other rights it may possess to withhold shipment in whole or in part, to recall goods in transit or to repossess all goods which might be stored with **AUDIO-VIDEO CORPORATION** for the BUYER'S account without the necessity of taking any other proceedings in the event of BUYER default(s) or adverse credit reason(s). The foregoing shall not be construed as limiting in any manner the rights or remedies available to **AUDIO-VIDEO CORPORATION** because of any default(s) of the BUYER under the applicable Uniform Commercial Code as in force and effect.
6. **PRICES** - The prices quoted herein and/or and supplementary schedules, unless otherwise indicated, do not include installation or any sales, use, excise, or similar taxes levied by the United States, or any state in local subdivision thereof, or other governmental agency. BUYER covenants and agrees he shall pay either to SELLER or to the applicable governmental authority any such taxes in the amount applicable to the product or the transactions described in this instrument, and in the event of failure to do so, BUYER agrees to hold SELLER harmless from any claim, cost or expense as a result of failure to make such payment.
7. **ERRORS** - SELLER reserves the right to correct clerical and typographical errors as well as any errors (of omission or commission), or misstatements by any **AUDIO-VIDEO CORPORATION** representative consistent with good business practice.
8. **CUSTOM BUILT EQUIPMENT** - BUYER'S acceptance of the proposal and the receipt of BUYER'S down payment at **AUDIO-VIDEO CORPORATION**, Albany, N.Y. headquarters will constitute authorization to **AUDIO-VIDEO CORPORATION** to begin procurement of raw materials and fabrication for custom-built equipment. Materials procurement and/or fabrication shall not commence until the down payment, in the amount specified herein, has been received at **AUDIO-VIDEO CORPORATION, ALBANY, N.Y.**
9. **CANCELLATION** - Cancellation of this order by BUYER shall obligate BUYER to pay a fifteen percent (15%) cancellation charge, plus all expenses incurred in commitments made by SELLER and all unrecoverable costs incurred by SELLER.
10. **RETURN OF GOODS** - Acceptance of goods for return shall be made only with prior written authorization by SELLER and in accordance with SELLER'S standard policy relevant to restocking charges.
11. **BREACH** - In the event of Breach of BUYER or termination of the contract by SELLER as a result of BUYER'S credit position, SELLER shall be entitled to recover loss of profits, termination or cancellation charges and all other damages obtainable under the Commercial Code of the State of New York and costs of collection including reasonable attorney 's fees. Interest shall be awarded and paid at the rate of 12% per annum or the highest legal rate in the state of jurisdiction, whichever is lesser.
12. **WARRANTY** - Any product supplied or service performed by **AUDIO-VIDEO CORPORATION** is warranted in regard to workmanship for the period provided in the equipment manufacturer's warranty. NO OTHER WARRANTY OR GUARANTEE EXPRESSED OR IMPLIED INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PURPOSE IS MADE UNLESS THE SAME IS SPECIFICALLY SET FORTH WITHIN THE BODY OF THIS QUOTATION / SALES ORDER. Insofar as equipment manufactured and/or fabricated by **AUDIO-VIDEO CORPORATION**, the liability of **AUDIO-VIDEO CORPORATION** shall be limited to written warranty policy specifically set forth within the body of this Quotation/Sales Order.
13. **CLAIMS** - Claims for defective goods must be made within 30 days after receipt of shipment. Shipment is made at BUYER'S expense and risk and all claims for merchandise damage in shipment, or for undelivered merchandise must be made with the forwarder by the consignee. SELLER will not be responsible for shortages that are not reported within 10 days after receipt of shipment. SELLER shall have no liability for repair or replacement of equipment damaged in shipment or damaged as determined in the judgment of SELLER by neglect or misuse, willful or otherwise.
14. **DAMAGES** - BUYER specifically agrees that SELLER shall not be liable for any damages, injury, loss of profit, delays or any other consequential or prospective loss or damage suffered through use of the equipment purchased herewith, or by reason of the equipment's failure to perform. BUYER further agrees that in any event, recovery against SELLER or the equipment manufacturer shall be limited to repayment of the purchase price upon return of equipment or to repair and replacement of defective parts, but such recovery shall not exceed the purchase price of the equipment unless otherwise stated in the body of this Quotation / Sales Order.
15. **CONSTRUCTION** - In the event any provisions of this agreement is not enforceable, all other terms and provisions of this agreement, nevertheless shall remain in full force and effect.

**PROPOSED LOCAL LAW NO. 7 OF 2023**

**A LOCAL LAW ESTABLISHING A SIX-MONTH MORATORIUM ON BATTERY ENERGY SOLAR SYSTEMS WITHIN THE TOWN OF SCHODACK**

**Section 1. Title**

This Local Law shall be known as the “2023 Town of Schodack Battery Energy Storage System Moratorium Law.”

**Section 2. Authority**

This Local Law and moratorium are enacted by the Town Board of the Town of Schodack pursuant to its authority to adopt local laws under Article IX of the New York State Constitution and Section 10 of the Municipal Home Rule Law.

**Section 3. Purpose and Intent**

The Town Code of the Town of Schodack (“Town”) does not currently address matters specifically pertaining to the installation and/or use of Battery Energy Storage Systems on real property located within the Town, including but not limited to with respect to permitting, design, site plan review, safety, decommissioning and other requirements. The Town Board hereby finds that, in the interest of protecting and promoting the health, safety and welfare of the community, it is necessary and appropriate for the Town Board to carefully examine and evaluate potential impacts and effects associated with Battery Energy Storage Systems and to consider the adoption of possible amendments to the Town Code to regulate such uses, as may be deemed appropriate. It is therefore the purpose and intent of this Local Law to temporarily suspend, for a period of six (6) months, the consideration, review, or approval of any Battery Energy Storage Systems within the Town while the Town Board undertakes a thorough review of the pertinent issues and adopts, as may be deemed appropriate, amendments to the Town Code to address and regulate such use.

**Section 4. Definitions**

For the purpose of this Local Law, “Battery Energy Storage System” shall mean one or more devices, assembled together, capable of storing energy in order to supply electrical energy at a future time, not to include a stand-alone 12-volt car battery or an electric motor vehicle.

**Section 5. Moratorium**

For a period of six (6) months following the effective date of this Local Law, after which date this Local Law shall lapse and be without further force and effect unless duly extended, and subject to any other Local Law adopted by the Town Board during such six (6) month period:

A. The Planning Board of the Town of Schodack shall not accept for review, hold a hearing, or make any decision upon any application which includes, in whole or in part, a Battery Energy Storage System, whether such application was submitted prior to, on, or after the effective date of this Local Law. Any statutory and/or locally enacted time periods for processing and making decisions (including but not limited to preliminary and/or final site plan approval or special use permit approval) are suspended and stayed while this Local Law is in effect.

B. The Zoning Board of Appeals of the Town of Schodack shall not accept for review, hold a hearing, or make any decision upon any application which includes, in whole or in part, a Battery Energy Storage System, whether such application was submitted prior to, on, or after the effective date of this Local Law. Any statutory and/or locally enacted time periods for processing and making decisions (including but not limited to with respect to appeals and/or variances) are suspended and stayed while this Local Law is in effect.

C. The Building Department of the Town of Schodack shall not accept for review nor grant any application for a building permit or other approval which includes, in whole or in part, a Battery Energy Storage System, whether such application was submitted prior to, on, or after the effective date of this Local Law.

#### **Section 6. Variances**

The Town Board shall have the authority, after a public hearing, to vary or modify the application of any provision of this Local Law upon its determination that strict application of this Local Law would impose practical difficulties or extraordinary hardships upon an applicant and that the granting of a variance would not adversely affect the health, safety, or welfare of the citizens of the Town or significantly conflict with the purpose and intent of this Local Law. Any request for a variance shall be in writing and filed with the Town Clerk and shall include a fee of Two Hundred Fifty Dollars (\$250) for the processing of such application. All such applications shall be promptly referred to the Town Board, which shall conduct a public hearing on the application on not less than five (5) days public notice and shall make its decision within forty-five (45) days after the close of the public hearing.

#### **Section 7. Severability**

The invalidity of any word, section, clause, paragraph, sentence, part, or provision of this Local Law shall not affect the validity of any other part of this Local Law which can be given effect without such invalid part or parts.

#### **Section 8. Superseding Effect**

All local laws in conflict with the provisions of this Local Law are hereby superseded and suspended for the duration of this moratorium. This Local Law also supersedes, amends, and takes precedence over any inconsistent provisions of the New York State Town Law for the duration of this moratorium. The New York State Town Law provisions intended to be superseded include all of Article 16 of the Town Law, Sections 261-285 inclusive, and any other provision of law that

the Town may supersede pursuant to the Municipal Home Rule Law and the Constitution of the State of New York.

**Section 9. Effective Date**

This Local Law shall take effect immediately upon filing with the New York Secretary of State as provided by law.





OFFICE USE ONLY		
<input type="radio"/> Original	<input type="radio"/> Amended	Date _____

## Standardized NOTICE FORM for Providing 30-Day Advance Notice to a Local Municipality or Community Board

1. Date Notice Sent:

1a. Delivered by:

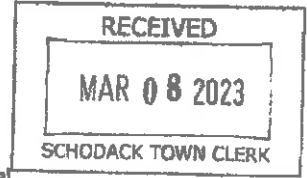
2. Select the type of Application that will be filed with the Authority for an On-Premises Alcoholic Beverage License:

For premises outside the City of New York:

- New Application    Removal    Class Change

For premises in the City of New York:

- New Application    New Application and Temporary Retail Permit    Temporary Retail Permit    Removal
- Class Change    Method of Operation    Corporate Change    Renewal    Alteration



For New and Temporary Retail Permit applicants, answer each question below using all information known to date  
 For Renewal applicants, answer all questions  
 For Alteration applicants, attach a complete written description and diagrams depicting the proposed alteration(s)  
 For Corporate Change applicants, attach a list of the current and proposed corporate principals  
 For Removal applicants, attach a statement of your current and proposed addresses with the reason(s) for the relocation  
 For Class Change applicants, attach a statement detailing your current license type and your proposed license type  
 For Method of Operation Change applicants, although not required, if you choose to submit, attach an explanation detailing those changes

Please include all documents as noted above. Failure to do so may result in disapproval of the application.

This 30-Day Advance Notice is Being Provided to the Clerk of the Following Local Municipality or Community Board:

3. Name of Municipality or Community Board:

**Applicant/Licensee Information:**

4. Licensee Serial Number (if applicable):  Expiration Date (if applicable):

5. Applicant or Licensee Name:

6. Trade Name (if any):

7. Street Address of Establishment:

8. City, Town or Village:  , NY Zip Code:

9. Business Telephone Number of applicant/ Licensee:

10. Business E-mail of Applicant/Licensee:

11. Type(s) of alcohol sold or to be sold:    Beer & cider    Wine, Beer & Cider    Liquor, Wine, Beer & Cider

12. Extent of Food Service:    Full Food menu; full kitchen run by a chef/cook    Menu meets legal minimum food requirements; food prep area required

13. Type of Establishment:

- Seasonal Establishment    Juke Box    Disc Jockey    Recorded Music    Karaoke

14. Method of Operation: (check all that apply)  
 Live Music (give details i.e., rock bands, acoustic, jazz, etc.):

- Patron Dancing    Employee Dancing    Exotic Dancing    Topless Entertainment

- Video/Arcade Games    Third Party Promoters    Security Personnel

Other (specify):

15. Licensed Outdoor Area: (check all that apply)  
 None    Patio or Deck    Rooftop    Garden/Grounds    Freestanding Covered Structure  
 Sidewalk Cafe    Other (specify): \_\_\_\_\_

OFFICE USE ONLY		
<input type="radio"/> Original	<input type="radio"/> Amended	Date _____

16. List the floor(s) of the building that the establishment is located on:

17. List the room number(s) the establishment is located in within the building, if appropriate:

18. Is the premises located within 500 feet of three or more on-premises liquor establishments?  Yes  No

19. Will the license holder or a manager be physically present within the establishment during all hours of operation?  Yes  No

20. If this is a transfer application (an existing licensed business is being purchased) provide the name and serial number of the licensee:

21. Does the applicant or licensee own the building in which the establishment is located?  Yes (if YES, SKIP 23-26)  No

**Owner of the Building in Which the Licensed Establishment is Located**

22. Building Owner's Full Name:

23. Building Owner's Street Address:

24. City, Town or Village:  State:  Zip Code:

25. Business Telephone Number of Building Owner:

**Representative or Attorney Representing the Applicant in Connection with the Application for a License to Traffic in Alcohol at the Establishment Identified in this Notice**

26. Representative/Attorney's Full Name:

27. Representative/Attorney's Street Address:

28. City, Town or Village:  State:  Zip Code:

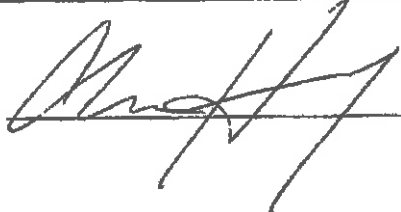
29. Business Telephone Number of Representative/Attorney:

30. Business E-mail Address of Representative/Attorney:

I am the applicant or licensee holder or a principal of the legal entity that holds or is applying for the license. Representations in this form are in conformity with representations made in submitted documents relied upon by the Authority when granting the license. I understand that representations made in this form will also be relied upon, and that false representations may result in disapproval of the application or revocation of the license.

By my signature, I affirm - under Penalty of Perjury - that the representations made in this form are true.

31. Printed Principal Name:  Title:

Principal Signature: 

AGREEMENT

THIS AGREEMENT made this \_\_\_th day of \_\_\_\_\_, 2023 between DANIEL AND FAITH COLVIN, now residing at 1298 Schodack Valley Road, Castleton, NY 12033 (hereinafter collectively "Owner"), party of the first part, and THE TOWN OF SCHODACK, a New York municipal corporation with offices and principal place of business at 265 Schuurman Road, Castleton, New York 12033 (hereinafter "Town"), party of the second part.

WHEREAS, Owner owns property which is situated at 1631 Tina Lane, 199.4-4-18.1 in the Town of Schodack, County of Rensselaer, State of New York, as described more particularly in Book 8724 of Deeds at page 20 and recorded on January 3, 2019, in the Office of the Rensselaer County Clerk's Office (hereinafter "Property"), and

WHEREAS, as a condition of the Owner's desired modification of the existing subdivision approval to allow the construction of a single family residence, Owner is required to replace the existing storm sewer under Tina Lane as well as install a new storm sewer including structures and other appurtenances to continue the conveyance of the stormwater flow along, on and through Tina Lane in front of and through the Property and to dedicate to the Town a drainage easement and right-of-way and all improvements, including those improvements depicted in Exhibit A-1, allowing the construction and/or operation and/or continued placement of all drainage improvements on the Property to guide and to promote the drainage under and/or onto and/or through the area set forth in Exhibits A and A-1 and to further memorialize the laying, re-laying, constructing, reconstructing, maintaining, inspecting, operating, cleaning, repairing, replacing, and removing mains, culverts, lines, pipes, laterals and/or other appurtenant facilities, including supporting apparatus and structures, and all other facilities appurtenant thereto all as required by the Town of Schodack Planning Board per the approved plot plan/amended subdivision map annexed hereto as Exhibit A-1 and all conditions and requirements of said approval, and any other lawful improvements thereto, including the storm sewer and whatever else is needed in the reasonable judgment of the Town is needed to promote drainage under and/or onto and/or through the area set forth in Exhibits A and A-1, as well as for the present and future maintenance and inspection of the easement and right-of-way area and all improvements thereon for the drainage under and/or onto and/or through the Property as depicted in Exhibits A and A-1 (collectively the "Project") and

WHEREAS, the parties also desire to memorialize the Town's acquisition of access rights to a portion of the Property as set forth in Exhibits A and A-1;

NOW THEREFORE,

WITNESSETH: That Owner, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, to Owner in hand paid by the Town, the receipt of which is hereby acknowledged, DOES HEREBY GRANT, BARGAIN, SELL, CONVEY, TRANSFER, DELIVER AND RELEASE to the Town a permanent easement and right-of-way described more particularly on Exhibit A and A-1 attached hereto and made a part hereof for the purpose of maintaining and/or operating and/or installing culverts and/or a storm drainage pipe thereon and/or thereunder and for the drainage under and/or onto and/or through the Property and all other facilities appurtenant thereto all as required by the Town of Schodack Planning Board per the approved plot plan/amended subdivision map annexed hereto as Exhibit A-1 and all conditions and requirements of said approval, and any other lawful improvements thereto, including as described as the Project above, including the storm sewer as well as installing and/or operating

and/or maintaining and/or placing any other thing set forth herein; to make the required excavations therefore under and/or onto and/or through the Property as depicted in Exhibits A and A-1; and to inspect the same from time to time, together with the right of the Town, its officers, employees, agents, servants or contractors of ingress and egress to enter upon and along the aforesaid Property as described in Exhibits A and A-1 for the full and complete use, occupation and enjoyment of the easement and right-of-way hereby granted, and all rights and privileges incident thereto, including, but not limited to, any of the purposes hereinbefore specified.

TO HAVE AND TO HOLD the said easement and right-of-way unto the Town and its successors and assigns forever.

A. Recitals Incorporated Herein. All of the foregoing recitals are incorporated herein with full force and effect.

B. Description. Annexed hereto as Exhibits A and A-1 is the area that is subject to the Right-of-Way and Easement. Upon completion of the construction, "as-built" drawings shall be filed by the Owner with the Town of Schodack Planning Director showing the precise location of all improvements and the actual location of the easement and right-of-way shall be deemed to include all of said improvements.

C. Installation of All Improvements Per Approved Subdivision Modification. Owner shall install all improvements subject to the approval of the Town or, at the option of the Town, an engineer(s) appointed by the Town for such purpose, and modify the Property so that it is in full compliance with the approved subdivision modification map/plans as approved by the Town of Schodack Planning Board and all requirements hereunder, including doing the Project as described above and as set forth in Exhibit A-1 and the resolutions of the Planning Board approving same. All such improvements are dedicated to the Town upon completion and acceptance and no further instrument of conveyance shall be required. Upon acceptance, the Town shall thereafter maintain and repair same.

D. Grant of Additional Rights/Permanent Construction/Maintenance Easement: Owner assigns, conveys, grants, transfers, remises, releases, and quitclaims unto the Town, its successors and assigns, permanent right-of-way and easement as shown on the attached Exhibits "A" and A-1, on, over, under, across and through the Property, as described below, (the "Easement and Right of Way") for the Town's lawful purposes, including, laying, relaying, constructing, reconstructing, maintaining, inspecting, operating, cleaning, repairing, replacing, and removing mains, culverts, pipes, laterals and/or other appurtenant facilities, including supporting apparatus and structures, and all other facilities appurtenant thereto, and any other lawful improvements thereto, making such excavations, and performing such work as the Town, its successors and assigns, may, in its sole or their sole discretion, consider necessary or desirable to carry out the purposes for which the Project will be constructed.

E. Ingress and Egress. The Town, its agents, employees contractors and their workers shall also have the right to reasonably cross and re-cross the remaining adjacent lands of the Property on foot or with motor vehicles and their equipment for all purposes set forth in this Easement and Right-of-Way and incidental thereto, including but not limited to the construction, inspection, cleaning, operation, maintenance, and repair of the premises. As such, the Town is also authorized to bring backhoes, other excavator devices, and/or trucks onto the Property in order to carry out the Project and all necessary maintenance and repair thereof, all as shall be determined by the Highway Superintendent of the Town at

his sole discretion.

F. Construction and Maintenance of System and Improvements. The Town may during construction and thereafter from time to time, trim, cut and remove by manual, mechanical or chemical means, brush, trees, vegetation, including roots of the same, and other objects on or under the Easement and Right of Way that, in Town's reasonable opinion, are or may become physical obstructions to Town's use and enjoyment of the Easement and Right of Way. The Town may enter the Property in order to check on all improvements and to perform all necessary repairs and maintenance.

G. Time of Access and Entry. Owner hereby authorizes Town to carry out any work that the Town desires to complete whenever the Town is ready and prepared to carry out the Project. This does not detract from the fact that it shall be Owner's obligation to construct all improvements as required hereunder.

H. No Admissions by Town. Nothing contained in this Agreement shall be deemed to be (1) an admission of any liability on the part of the Town, (2) an admission by the Town that it caused or contributed to any previously-sustained damage to any real property or personal property of the Owner or any members of the Owner's family, or (3) an admission by Town that it had any prior obligation to clean, repair, or maintain the Project area.

I. Addition Owner's Covenants.

1. Owner covenants with Town that Owner is lawfully seized and possessed of the Property and has a good and lawful right to sign this Agreement. Owner has by this Agreement provided the Town with good and marketable title to the Easement and Right of Way and does forever warrant title thereto. In particular, Owner hereby warrants and guarantees that: (i) Owner has ownership in fee simple of the Property, including the portion of the Property servient to the Easement and Right of Way, (ii) Owner has a good right to convey and grant the Easement and Right of Way, (iii) Owner represents and warrants that there are no consents or approvals needed, including by any mortgagees, as there are no mortgages, liens, or encumbrances on or relating to, or filed against, said Property.

2. Use of Easement Premises By the Town. Owner shall neither build, erect, construct or place upon, over or under the Easement and Right of Way anything of a permanent nature or character, nor in any way interfere with or disturb the grade of the soil as completed by the Town. The land set forth in Exhibits A and A-1 shall be under the Town's unconditional control and supervision.

J. Release. Owner hereby releases and agreed to defend, indemnify and hold harmless the Town, its officers, employees and agents from any and all actions, causes of action, suits, damages, liability, judgments, claims and demands against the Town, its officers, employees and agents relating to the exercise by the Town of the rights granted to the Town hereunder and from and against all claims of any nature, including, but not limited to, claims for bodily injury, property damage and economic injury, and costs and expenses in connection therewith arising from the installation, existence, operation, use or removal of any of the improvements or any damage to any encroachments including but not limited to driveways, plantings, sheds, etc. in the easement and right-of-way area and related appurtenances and from the existence, operation, unknown failure or other unknown condition of the Easement and Right of Way.

K. Construction of Agreement. This Agreement shall be construed, interpreted and

enforced in accordance with the laws of the State of New York.

L. Owner Understands the Agreement. Owner represents that Owner has read this document in full and understands all of the terms and conditions set forth herein.

M. Running of Benefits and Burdens. All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, lessees, tenants and personal representatives of the parties hereto. However, the Town, its successors and assigns shall have the right to assign to others, in whole or in part, any or all of Town's rights, privileges and interests in this Agreement.

N. Complete Agreement; Modification. This Agreement constitutes the complete understanding and agreement of the parties with respect to the subject matter hereof. No modification or amendment of any provisions hereof shall be valid unless in writing and signed by both parties hereto.

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

CAUTION: THIS IS AN IMPORTANT LEGAL DOCUMENT. IT GIVES BROAD POWERS RELATING TO YOUR PROPERTY, IF THERE IS ANYTHING ABOUT THIS FORM THAT YOU DO NOT UNDERSTAND, YOU SHOULD ASK A LAWYER TO EXPLAIN IT TO YOU.

IN WITNESS WHEREOF, Owner has executed this Agreement as of the day and year first above written.

\_\_\_\_\_  
Daniel Colvin

\_\_\_\_\_  
Faith Colvin

TOWN OF SCHODACK

By:

\_\_\_\_\_  
Town Supervisor

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

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2023, before me, the undersigned, personally appeared DANIEL COLVIN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

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

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2023, before me, the undersigned, personally appeared FAITH COLVIN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

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

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2023, before me, the undersigned, personally appeared FAITH COLVIN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

**EXHIBIT A**  
**DESCRIPTION OF EASEMENT & RIGHT OF WAY**  
**TO BENEFIT THE**  
**TOWN OF SCHODACK**

All that piece or parcel of land situate, lying and being located in the Town of Schodack, County of Rensselaer and State of New York, lying generally southerly of Tina Lane, being more particularly bounded and described as follows:

Beginning at a point in the southerly road boundary of Tina Lane at its intersection with the division line between lands now or formerly of Jeromie H. and Giovanna G. Giesser as described in Liber 5931 of deeds at page 123 on the east and lands now or formerly of Daniel Colvin and Faith Colvin as described in Instrument No. R2019-545164 on the west; thence from said point of beginning along said division line South 01°12'50" West, 176.94 feet to a point therein; thence through the aforementioned lands of Colvin the following three (3) courses and distances:

- 1) North 88°47'10" West, 20.00 feet to a point; thence
- 2) North 15°02'52" West, 60.71 feet to a point; thence
- 3) North 01°12'50" East, 119.37 feet to a point in the aforementioned southerly road boundary of Tina Lane; thence along said southerly road boundary of Tina Lane along an arc of a curve to the right having a radius of 250.00 feet, an arc length of 37.04 feet, Chord bearing South 87°41'00" East, 37.01 feet to the point and place of beginning and containing 6,081 square feet of land, more or less.

Subject to all rights, easements, covenants and restrictions of record.



EXHIBIT A-1-





