

**TOWN OF SCHODACK
EDUCATIONAL SEMINARS REQUEST**

2019-146

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: Shawn Zinzow

Name of Seminar/Conf./Course: NYRWA 39th Technical Training Workshop

Location (Venue, City): Turning Stone Resort Verona, NY

Dates of Seminar: May 20-May 22, 2019

Cost of Seminar (Registration Fees): \$300.00

<u>Travel Costs:</u>	<u># of Miles</u>	<u>Rate as of 1/1/16</u>	<u>Estimated Amount</u>
Mileage -		\$ 0.540	\$ _____
<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			___X___ Y ___N

<u>Lodging:</u>	
Name of Hotel/Motel	<u>Turning Stone Resort</u>
# of Rooms	<u>1</u>
# of Nights	<u>2</u>
Cost per night	<u>149</u>
Total Lodging Cost	<u>\$ 298.00</u>

<u>Meals:</u>	
Included in seminar cost Training only	___X___ Y ___X___ N
Monday. Breakfast/Lunch Tues./Wed. No Dinners	
Estimated cost if you answered no above	<u>\$105.00</u>

Total estimated cost to attend:	<u>703.00</u>
Estimated cost per staff member*	<u>\$703.00</u>

(total cost divided by # of ppl attending)

Is the total cost budgeted? ___X___ Y ___X___ N

TB Resolution needed?* ___X___ Y ___X___ N

If Yes, please document resolution # #2019-_____

Department Head Approval _____

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 and/or 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. There is also a special tax-exempt form for hotels.

New York Rural Water Association's

40th Annual Technical Training Workshop & Exhibition 2019
Monday, May 20, 2019 through Wednesday, May 22, 2019
at the Turning Stone Resort in Verona, New York



For room accommodations, please contact the Turning Stone Resort directly at 1-800-771-7711. To insure the group rate of \$149 per night, please indicate you are with the NYRWA event and make your reservation before April 19, 2019. If you have any questions on the registration process or completing the enclosed form, please contact us at (888) 697-8725.

Is this your first time attending New York Rural Water Association's Annual Training Workshop? Make sure to check the box on the following registration page to be entered into a drawing for a free registration to the 41st Annual Technical Training Workshop & Exhibition in Lake Placid next May!
Only Full Conference Registrants are eligible for the drawing.

Providing members with the expertise and training to meet present and future challenges and representing their interest at the local, state and federal levels.

**New York Rural Water Association's 40th Annual Technical Training Workshop
at the Turning Stone Resort in Verona, New York**

REGISTRATION FORM for the NYRWA 40th Annual Training Workshop

Please note: Associate Members are not permitted entry into the Exhibit Hall unless 1.) registered as an attendant with an Exhibit Booth or 2.) registered as a paid conference attendee. NYRWA reserves the right to refuse entry to non-registered individuals.

Deadline for registration is May 2, 2019. Cancellation Policy: No refunds will be made after 5/2/19.

Personal Information (PLEASE USE ONE FORM PER ATTENDEE) ALL INFORMATION REQUIRED

Name Shawn Zinzow System/Company Name Town of Schodack
 Telephone (518) 766-4000 County Rens. E-mail shawnzinzow@yahoo.com
 Address 3776 US Route 20 City Nassau State NY Zip 12123
 Emergency Contact (Name) Robert Zinzow Phone 518-732-4159
 DOH Cert. No. NY0037925 DEC Cert. No. _____

Billing Information Same as Above
 System/Company Name Town of Schodack Telephone (518) 766-4000
 Billing Address 3776 US Route 20 City Nassau State NY Zip 12123

If you are a first time attendee, please check here for a chance to win a free registration for next year's conference.

Full Registration - includes training <u>only</u> on Monday, training with breakfast and lunch Tuesday and Wednesday.				
One Day Registration - includes training <u>only</u> on Monday, breakfast and lunch are included Tuesday and Wednesday.				
	<u>Full Registration</u>	<u>Monday Only</u>	<u>Tuesday Only</u>	<u>Wednesday Only</u>
Members	\$ 300.00	\$ 60.00	\$ 120.00	\$ 120.00
Non-Members	335.00	75.00	130.00	130.00
Walk-ins	375.00	75.00	150.00	150.00

DINNER - Monday (# of tickets) Tuesday (# of tickets) Wednesday (# of tickets)

Dinner tickets for Monday, Tuesday and Wednesday will be sold separately. The tickets are \$30.00 each and can be used at participating restaurants within the resort. Please include your request above - tickets need to be purchased in advance. Additional breakfast and lunch tickets are also available. Please call our office at (888) 697-8725 for more information.

PLEASE CIRCLE FEES BEING PAID SO THAT YOUR REGISTRATION AND PAYMENT WILL BE APPLIED PROPERLY.

I have enclosed a check/payment in the amount of \$ _____ .00 made payable to New York Rural Water Assoc.
 Please mail this form only (with payment) to: NYRWA - PO Box 487 - Claverack, NY 12513
 fax to: (518) 828-0582 - Or for payment by Credit Card, complete the information below.

Card Holders Name: _____ Credit Card (circle one) MC - Visa - AmEx

Card Holders Address: _____ City: _____ State: _____ Zip: _____

Credit Card # _____ CVV Code _____ Expiration Date _____ Signature _____

Amount \$ _____ Email: _____

2019-149



MAINTENANCE AGREEMENT

A Xerox Company

BILL TO			SHIP TO		
Company	Town of Schoharie Town Hall		Company	Same	
Purchaser	Debra Curtis		Key Operator		
Address	265 Schuman Rd		Address		
Address2			City, ST, Zip		
City, ST, Zip	Castleton On The Hudson	12633	Delivery Date		
Phone / Fax	518.477.1590		Phone / Fax		

Salesperson	Purchase Order	Billing Cycle Preference	Customer Type	Begin Date	End Date
Chris Smart		Annual	Existing		

Equipment	Description	Serial #	Rate Type	Volume per Year	Base Billing Rate per Page	Base Billing Rate per Year
1	Xerox 5225P ID# 979CH	KBM528682	Black&White	12,000	0.0450	\$550.00
			Color			
			Black&White			
			Color			
			Black&White			
			Color			
			Black&White			
			Color			
			Black&White			
			Color			
			Black&White			
			Color			
			Blended B&W			
			Blended Color			

A Page/Print/Copy is defined as standard, single sided 8.5"x11" page/print/copy.

Equip. Maint. & Supplies includes	Equip. Maint. Only Includes	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	1. Parts 2. Labor 3. Filters 4. Fuser Oil 5. Waste 6. Prevent. Maint. (no supplies) 7. Does not include: paper, labels, staples, transparencies, drums, toner developer, IT Labor or S & H	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
 Remove Current Equipment
 Change Current Contract
 YES NO
 YES NO
 YES NO

Machine ID# _____

Connectivity Maintenance Agreement

1. Printers setup on computers and training	2. Scanning setup on computers and training	3. Peripheral devices setup and training	4. Initial driver configuration
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ACCEPTED: Eastern Managed Print Network, LLC	BUYER:	DATE:
By: _____ Title: _____	By: _____ Name (print): _____	Title: _____

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

EMS AGREEMENT

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

EASTERN MANAGED PRINT NETWORK, LLC SHALL:

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

BUYER SHALL:

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

Initial: _____

EMS AGREEMENT

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

EASTERN MANAGED PRINT NETWORK, LLC SHALL:

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2. Perform maintenance cleaning and make inspections, adjustments and repairs, replace defective parts without additional charge to the customer.
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BUYER SHALL:

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2. Use all supplies only for copy making purposes in the Equipment.
3. Allow Eastern Managed Print Network, LLC access to clean, inspect or repair the Equipment at any time during reasonable business hours.
4. Provide Eastern Managed Print Network, LLC true and accurate copy counter readings in any reasonable manner requested by them.
5. Provide suitable electrical service and maintain proper environmental requirements.
6. Pay all invoices within 30 days or be subject to a 1.5% monthly service charge on any unpaid balance.

Initial: _____

2019-151



MAINTENANCE AGREEMENT

A Xerox Company

REV 03.01.2018

BILL TO			SHIP TO		
Company	TOWN OF SCHODACK		Company	TOWN OF SCHODACK	
Purchaser	DEBRA CURTIS		Key Operator	DEBRA CURTIS	
Address	265 SHURMAN RD		Address	265 SHURMAN 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
		Annual	Existing	3/12/2018	3/12/2020

Equipment	Description	Serial #	Rate Type	Volume per Month	Base Billing Rate per Page	Base Billing Rate per Year
908FV	XEROX B405	9HB348221	Black&White	2,133	0.01575	\$403.14
	BASE & OVERAGES 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			

A Page/Print/Copy is defined as standard, single sided 8.5"x11" page/print/copy.	Blended B&W	25,596	0.01575	\$403.14
	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: <i>paper, labels, staples, transparencies, IT Labor or S & H</i>	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 & H</i>	1. Parts 2. Labor 3. Prevent. Maint. (no supplies) 4. Does not include: <i>paper, labels, staples, transparencies, toner / cartridges, IT Labor or S & H</i>

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

By: Mike Greenfield Title: ALS. Director

By: _____ Title: _____

Date: _____ 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 (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 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/coverage 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 Coverage 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.
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 line 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 inactivated state; or (3) allow others to engage in same. This is, 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 licensor 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.
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 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 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 reassign 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 each 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. **FAXELECTRONIC EXECUTION.** A faxed or electronically transmitted version of this Agreement may be considered the original and You will not have the right to challenge 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 state); (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 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, unusual travel conditions, or other reasons beyond our control; (g) Company has the right to modify/locate any clause herein.

TERMS AND CONDITIONS

Date _____

Maintenance/EMS Agreement 03012011

Initial _____



Town of Schodack
Highway Department

3776 U.S. Route 20
Nassau, N.Y. 12123

KENNETH J. HOLMES
Superintendent of Highways

TELEPHONE: (518) 766-4000
FAX: (518) 766-7590

Memorandum

To: The Town Board

Subject: 2019 Road Program

Date: April 5, 2019

The attached program for your approval consists of a combination of hot-mix asphalt overlays and chip seal surface treatments intended to extend pavement life.

Please contact me with any questions you may have. Thank you in advance for your anticipated support of our annual Road Program.

Kenneth J. Holmes
Superintendent of Highways
Town of Schodack

2019 Road Program

Cynthia Lane	Hot-mix asphalt overlay
Clove Road	Hot-mix asphalt overlay
Shelterwood Road	Hot-mix asphalt overlay
Jensis Road	Hot-mix asphalt overlay
Old Miller Road	Hot-mix asphalt overlay
Apple Tree Lane	Hot-mix asphalt overlay

Total 3.90 miles

Lape Road	Surface treatment
Beaver Road	Surface treatment
Schoolhouse Road	Surface treatment
Poyneer Road	Surface treatment
Rice Road	Surface treatment
Sagendorf Road	Surface treatment
Palmer Road	Surface treatment
Knickerbocker Road	Surface treatment

Total 14.32 miles



National Grid/Niagara Mohawk Power Corporation
 1125 Broadway
 Albany, NY 12204-2505
 Attn: Energy Solutions Services

Dear Sirs/Madams:

In consideration of your permitting the Town of Schodack, New York, hereinafter called licensee, and/or its contractor, to attach street decorations to your electric poles or other facilities in the Town of Schodack New York, during the period from [start date] May 1, 2019 to [end date] Open the licensee, hereby agrees to defend, protect and save harmless National Grid/Niagara Mohawk Power Corporation, its successors, assigns, officers and employees from all injury and damage to its or their property or persons and from and against any and all claims, demands, orders, injuries, damages, proceedings, suits, actions, judgments and liabilities of every kind and nature, including but not limited to attorneys fees, arising out of or resulting at any time hereafter from the attachment, maintenance or removal of said decorations to any and all poles and other fixtures, facilities or properties owned or used by National Grid/Niagara Mohawk Power Corporation in said Town of Schodack, New York.

Furthermore, we understand that National Grid/Niagara Mohawk Power Corporation does not make any representation of warranty as to the present or future strength, condition or state of repair of any poles, wires, or apparatus. Individuals shall by test or observation determine that poles are safe to climb. If the integrity of any pole is in question or is marked as unsafe, individuals shall confirm said condition with National Grid/Niagara Mohawk Power Corporation and refrain from ascending the pole. Should the licensee, or its contractor, objectively decide to ascend a questionable pole, licensee shall assume all risk of loss and liability to any person(s) who may be injured or any property that may be damaged as a result of that action and shall indemnify and hold harmless National Grid/Niagara Mohawk Power Corporation as indicated herein.

Before any such attachment(s) are made, the licensee will furnish a current certificate of insurance to the System Risk Management Department at 300 Erie Boulevard West, Syracuse, New York, 13202. For the duration of this agreement, the license shall maintain at its own expense, insurance policies issued by reputable insurance companies acceptable to National Grid/Niagara Mohawk Power Corporation, which meet or exceed the requirements listed below:

A public liability policy insuring the licensee against liability for injuries to persons (including death of any time resulting there from) and damage to property, resulting or arising from or connected with licensee operations under this Agreement with the following minimum limits of liability per occurrence:

Bodily injury - \$1,000,000 1,000,000

Property Damage - \$1,000,000 1,000,000

OR

Combined Single Limit - \$1,000,000

OR

BI & PD per Occurrence - \$1,000,000

General Aggregate & Product Aggregate - \$2,000,000 each

This policy shall include Contractual Liability and include National Grid/Niagara Mohawk Power Corporation as an additional insured.

By: _____

Title: _____

City, Town, Village _____

Date: _____

Approval of the above offer granted contingent upon receipt of insurance specified above.

NATIONAL GRID/NIAGARA MOHAWK POWER CORPORATION

By: _____

Title: _____

Date: _____

(Upon execution, one copy of this Agreement is to be forwarded immediately to the Manager of Insurance, System Risk Management Dept.)

Revised: August 28, 1995

Ken Holmes

From: Lou Taylor <LTaylor@abeletractor.com>
Sent: Tuesday, April 02, 2019 3:51 PM
To: Ken Holmes
Subject: Re: Town of Schodack Quote
Attachments: Muni BW900-50.pdf; ATT00001.htm

Ken,


The BW900 is on the Sourcewell/NJPA contract. Please see attached and note you'll have to add 300.00 for PDI for a total of 14847.00. Let me know should you have any questions.

Regards,

Lou Taylor
Sales Manager
Abele Tractor & Equipment Co., Inc.
72 Everett Road, Albany, NY 12205
Office: 518-438-4444
Fax: 518-438-5751
Direct: 518-858-0030
ltaylor@abeletractor.com
abeletractor.com

Machine	Option	Description	Mat.No.	Price (USD)
Basic machine		BW 900-50 <i>Emission stage: Stage II / TIER3</i>	834 000 51	19,370 ●
Factory kit	Option	Description	Mat.No.	Price (USD)
Operator platform	S19	ROPS, hinged	834 083 57	976 ●
Field installation kit	Option	Description	Mat.No.	Price (USD)

Total price			20,346.00 USD	
Total price incl. discount			14,547.00 USD	

Customer	Municipal Customer - Abele Tractor		
Customer ID		Sourcewell	28.50%
Quantity	1	Discount	
Order date			
Shipping address			
Delivery date (requested)			
Transport organized by		Freight	700.00 USD
Special options/Agreements	Contract no. 032515 - BAI		
Comment		Misc.	
		Sourcewell 	

Version 1.0 (01/JAN/2019)

Standard equipment

- Hydrostatic travel and vibration drive
- Front drum vibration
- Travel drive in series
- Oscillating artic. center joint
- Hydrostatic articulated steering
- Mechanical parking brake
- Vibration control in travel lever
- 2 scrapers per drum
- Plastic water tank
- Pressure sprinkler system
- Hour meter
- Low fuel level indicator
- Control and warning indicator lights
- Automatic shutdown at low oil level
- Lockable anti vandal dashboard protection
- Single point lifting device
- Lockable engine cover
- Transport lashing and lifting points front/rear
- Emergency engine shut down
- Corrosion and weather protected ignition switch
- Seat belt
- Back-up alarm

Notes:

- X Machine without CE-conformity
- CE Machine/Option includes CE-conformity
- Option included in standard configuration
- Option can be ordered additionally/alternatively
- o.R. Price on Request

Important:

2019-158



ACC Containers, LLC
PO Box 7
Rensselaer, NY 12144
518.915.0003
AC3Containers@gmail.com

Mr. Bruce Goodall
Town Of Schodack
265 Schuurman Road
Castleton, NY 12033

April 2, 2019

Mr. Goodall,

Thank you for meeting with us in regard to the roll off containers. As you requested, I am providing you a written proposal for the containers we discussed.

- 1) 1 – 40 Yard Roll Off Container – (Rusted Condition) = \$1,200
- 2) 1 – 40 Yard Roll Off Container – (Rusted Condition) = \$1,300
- 3) 1 – 40 Yard Roll Off Container – (Damage Door/Bent) = \$1,600
- 4) 1 – 30 Yard Roll Off Recycle Container – (Older Blue) = \$1,200
- 5) 1 – 30 Yard Roll Off Recycle Container - (Older Blue) = \$1,200
- 6) 1 – 20 Yard Roll Off Recycle Container – (Green) = \$2,000

As previously done, upon the Town accepting this proposal, I will provide a certified bank check within 48 hours. ACC Containers, LLC also assumes all responsibility for the removal/transport of containers off Town property and acknowledges this transaction comes with no warranty or guarantee. We acknowledge the items (containers) are in various states of used condition and are purchased "as is".

I want to thank you and the Town Board for your time and consideration of this proposal. If there is anything that I can do to clarify or assist with this process, please do not hesitate to contact me at the number listed above.

Sincerely,

A handwritten signature in blue ink that reads "Angelina C. Cadena".

Angelina C. Cadena (Member)



National Grid is reaching out to provide information regarding an opportunity available to your municipality to replace streetlights that have reached the end of their useful life with energy efficient LEDs under National Grid's Outdoor Street Lighting Opt-In Program.

National Grid's Opt-In Program will commence April 1, 2019. Under National Grid's Opt-In Program, National Grid would replace any high intensity discharge HID roadway street lights that have reached their end of life with energy efficient LED roadway lights at no cost at the time of failure.

The Details of the program are as follows:

- National Grid will remove the failed HID lights and install new LED lights.
- National Grid will continue to own the lights and be responsible for the operation and maintenance.
- There is no capital cost for National Grid to perform this upgrade to LED under the Opt-In Program.

To sign up for this program, please complete the attached Opt-In form designating the LED selections to be used to replace the current HID lights at failure. Following receipt of the completed Opt-In form, National Grid will update the account to reflect participation in Opt-In Program.

In addition to upgrading failed streetlights at no cost, it can also provide savings on future utility bills from the reduced energy usage associated with LED streetlights.

If more information or assistance with your LED selection is desired, please feel free to contact me at your earliest convenience.

Sincerely,

Our Business Service Team
T. (518)-433-3770

"Opt-In" LED Replacement Program to Replace End of Life National Grid-owned HID Roadway Luminaires

Customer Name: _____

Date: _____

Bill Account No: _____

Name of Authorized Customer Representative: _____

Effective April 1, 2018 streetlight customers taking service under Service Classification No. 2 may elect to have National Grid replace existing Company-owned High Intensity Discharge (HID) Roadway (cobra-head style) luminaires that have reached end of life, with comparable LED Roadway luminaires.

To Opt-In:

1. Enter the name of the authorized customer representative in the field above
2. Check "Yes" below to indicate you are electing to "Opt-In" to LED replacement for end-of-life HID luminaires
3. For each existing HID luminaire that reaches an end-of-life state, check "YES" to use the comparable LED choice, **OR** select your replacement LED luminaire choice
4. Save as a PDF and send back to your National Grid contact

Submission of this form with all necessary information shall serve as the customer's written notification of intent to participate in National Grid's "Opt-In" LED Replacement Program for Failed National Grid-owned HID Roadway Luminaires. This form will commit to replacing all End of Life HID's to LED's until completion.

Yes, I choose to participate in National Grid's Opt-In LED Replacement Program (user must check the box or form cannot be submitted)

Current HID Streetlight Types	Comparable LED Choices	Use the Comparable LED Choice Given	Customer LED Luminaire Choices (choose from drop-down list)
High Pressure Sodium (HPS)			
HPS Roadway - 70W	Roadway LED B 25	YES <input type="checkbox"/>	
HPS Roadway - 100W	Roadway LED B 25 or Roadway LED C 48	Select LED from drop-down to the right	
HPS Roadway 150W	Roadway LED C 48	YES <input type="checkbox"/>	
HPS Roadway 250W	Roadway LED D 96	YES <input type="checkbox"/>	
HPS Roadway 400W	Roadway LED F 210	YES <input type="checkbox"/>	
HPS Roadway 1000W	Roadway LED F 210 x 2	YES <input type="checkbox"/>	
Metal Halide (MH)			
MH Roadway - 175W	Roadway LED C 48	YES <input type="checkbox"/>	
MH Roadway - 250W	Roadway LED D 96	YES <input type="checkbox"/>	
MH Roadway - 400W	Roadway LED F 210	YES <input type="checkbox"/>	
MH Roadway - 1000W	Roadway LED F 210 x 2	YES <input type="checkbox"/>	
Mercury Vapor (MV)			
MV Roadway - 100W	Roadway LED B 25 or Roadway LED C 48	Select LED from drop-down to the right	
MV Roadway - 175W	Roadway LED C 48	YES <input type="checkbox"/>	
MV Roadway - 400W	Roadway LED F 210	YES <input type="checkbox"/>	
MV Roadway - 1000W	Roadway LED F 210 x 2	YES <input type="checkbox"/>	