

2022-151

CP

February 28, 2022
VIA EMAIL & MAIL

Mr. Charles J. Peter, Supervisor
Town of Schodack
265 Schuurman Road
Castleton, NY 12033

Re: **Professional Services Proposal**
Bridge over Moordener Kill on Town Hall Lane
(T) Schodack, Rensselaer County, New York

Dear Supervisor Peter:

Now that the scope of work is more defined, Laberge Group is pleased to submit this fee estimate to complete the design and bidding of the bridge replacement across the Moordener Kill on Town Hall Lane, in response to the storm damage to the bridge that occurred in 2021.

The project will involve field investigation of site conditions, schematic design for concept review with the Town and presentation with permit applications, permit applications and review coordination with state and federal agencies, and design. Bid phase services are included, including bid document preparation and addressing bidder questions. Construction-phase services will be estimated after bidding, once a construction schedule is known, for items such as field observations, reporting, and project administration.

We are recommending that the replacement structure be a two lane, metal, open-bottom box culvert. This structure's span would be wider than that of the washed-out pipe arch, which is expected to improve the performance of the bridge span and provide an economical solution to replace the structure. We intend to enlist the services of Creighton Manning Engineering (CME) to assist with the design and structural aspects of the project. CME's fees are included in our fees.

SCOPE OF WORK

1. Wetland Delineation – Wetland Biologist Services to be consulted and billed as a reimbursable expense with a budget of \$10,000.
 - a. Coordinate a field delineation of wetland/waterways in the immediate project area, resulting in a report describing the delineated wetlands/waterways, a Jurisdictional Determination request, and filing of a Joint Application for Permit for disturbing areas within and above-delineated area.
 - b. Prepare Wetland Delineation and Wetland Impact Plan(s).

2. Geotechnical Investigation
 - a. Provide soil borings on either side of the existing bridge to provide bearing information for bridge design. Work includes sample collection, laboratory evaluation of samples, and reporting of borehole results, laboratory results, and foundation design recommendations. Geotechnical services are included in CME's services and are budgeted at \$15,000.
3. Schematic / Preliminary Design
 - a. Preparation of a hydraulic modeling report for Moordener Kill at the bridge crossing.
 - b. Review of the schematic design with the Town.
 - c. Preparation of a report to clarify and confirm design selections.
 - d. Preparation of preliminary design plans of the recommended bridge design.
4. Permit Applications / Agency Review
 - a. Submit plans and/or documentation for regulatory agency authorizations as required including:
 - NYS Department of Environmental Conservation (NYSDEC)
 - U. S. Army, Corps of Engineers (USACE)
5. Final Design

Preparation of final design plans of the recommended bridge design, including 90% plan and final plans for bid, utility work agreements, specifications, and coordinate content with regulatory and Town feedback.
6. Bidding
 - a. Assemble a Project Manual for reproduction.
 - b. Coordinate with the Town to advertise for construction bids.
 - c. Review and respond to Requests for Information and issue Contract Addenda
 - d. Attend one (1) pre-bid conference at site.
 - e. Compile bid results, review bids, and make recommendation for award.

ASSUMPTIONS and EXCLUSIONS

1. Adequate clearance exists within the Town's Right-of-Way for all improvements, so no permanent easements of land acquisition will be required.
2. The bridge will be sized consistent with USACE Nationwide Permit and NYSDEC conditions.
3. The bridge work will involve NYSDEC review as a stream disturbance and for an individual Section 401 Water Quality Certificate.
4. No special environmental or cultural resources studies will be required.
5. The project will not require a Stormwater Pollution Prevention Plan (SWPPP).
6. The Town Highway Department will assist in moving any barricades so the geotechnical work can be performed.

Mr. Charles J. Peter, Supervisor

February 28, 2022

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FEE

The following lump sum fees for the activities identified above are as follows:

1. Wetland delineation, mapping, reporting, coordination	4,500.00
2. Geotechnical Coordination including soil borings	15,100.00
3. Schematic / Preliminary Plans.....	20,300.00
4. Permit Applications / Agency Review	4,400.00
5. Final Design	32,700.00
6. Bidding.....	<u>7,800.00</u>
TOTAL	\$ 84,900.00

The fees shown above are plus normal reimbursable expenses such as (travel, reproduction, postage, etc.) and the aforementioned wetland biologist services budgeted at \$10,000.00.

We have enclosed a contract addendum for your use in authorizing these services.

Looking forward to completing this project, we are

Very truly yours,
LABERGE GROUP

By: _____
Richard F. Laberge, P.E.
President

JAK/RFL:kmo

C: Ken Holmes, (via email only)
Dawne Kelly, (via email only)
Laura Palmer, (via email only)

**CONTRACT ADDENDUM NO. 2021094 – 00
(Water Plant Bridge)**

DATED: February 28, 2022

**TO
Agreement for Professional Services
(Original agreement date: January 3, 2011)**

The original Agreement, between Town of Schodack, Rensselaer County, New York, the OWNER and Laberge Group, the ENGINEER is hereby amended as follows:

This Addendum authorizes services for engineering design and bidding/contract documents related to replacing the washed out bridge servicing the Town's water plant. The work shall be as described in ENGINEER's letter dated February 28, 2022 (attached).


The fee for said services shall be \$84,900 plus reimbursable expenses. Reimbursable expenses, including the retention of a wetland biologist, are in addition to the above budget amount.

This Addendum shall be attached to and form a part of the Contract Documents.

TOWN OF SCHODACK

BY: _____
Charles Peter, Supervisor

LABERGE GROUP

BY:  _____
Richard F. Laberge, P.E., President

March 21, 2022
VIA EMAIL AND MAIL

2022-152

Mr. Charles Peter, Supervisor
Town of Schodack
Schodack Town Hall
265 Schuurman Road
Castleton, New York 12033

Re: Sewer Alternatives Proposal – 2nd Revision
Schodack to Rensselaer County Sewer District
Town of Schodack, New York

Dear Supervisor Peter:

As per our recent discussion, Laberge Group is pleased to submit this revised proposal to assist the Town in evaluating the potential costs and benefits of alternatives to convey waste from the Town of Schodack to the Rensselaer County Sewer District. The scope of work proposed will provide information regarding pumping waste North along US Route 9 & 20 through East Greenbush to a connection to the Rensselaer County Sewer District for treatment.

The scope of work proposed is listed below:

- 1) The proposed alternative to be studied is generally, the diversion of all flow currently flowing to East Greenbush to the Rensselaer County Pump Station generally via the Rt 9 & 20 corridor to the new Regeneron connection.
- 2) We will attempt to find the study which reviewed pumping waste North from the Village of Castleton along NYS Rt 9J, and escalate the costs to today's costs.
- 3) Review available information regarding the following, considering the impact on the alternatives above:
 - a. USGS Topography or similar
 - b. National Wetland Inventory and NYSDEC Wetland Maps
 - c. Archeological Sensitive Areas based on SHPO online information
 - d. Soils
 - e. Agricultural Districts
 - f. Flood Maps
- 4) Prepare a concept plan for conveying waste to the Rensselaer County Sewer District for treatment.
- 5) Prepare a concept level opinion of probable cost.

Mr. Charles Peter, Supervisor
March 21, 2022
Page 2 of 2

- 6) Prepare and present a report incorporating the above for review and acceptance by the Town. The report will be detailed enough to serve as a preliminary basis for design of the alternative studied and for preliminary discussion with the permitting agencies.

Since the effort to provide the services discussed herein may vary, we propose to provide these services on an hourly basis with a working budget of is \$24,000 for fees and reimbursable expenses. We expect to complete the entire scope of work outlined above within eight (8) to ten (10) weeks.

If the above is acceptable, please sign and return one copy of the enclosed addendum as our authorization to proceed. Upon receipt, we will begin our services.

Looking forward to assisting you with this analysis, we are

Very truly yours,
LABERGE GROUP

By: 

Richard F. Laberge, P.E.
President

RFL: kmo
Enc.

CONTRACT ADDENDUM NO. 2022010 – 00 (2nd Revision)
(Sewer Alternatives – Wastewater to County)

DATED: March 21, 2022

TO
Agreement for Professional Services
(Original agreement date: January 3, 2011)

The original Agreement, between Town of Schodack, Rensselaer County, New York, the OWNER and Laberge Group, the ENGINEER is hereby amended as follows:

This Addendum authorizes services for planning, coordination, general engineering and consultation related to installing necessary pipe connections and pumpstation modifications to direct wastewater to the Rensselaer County Sewer District No. 1. The work shall be as described in ENGINEER's letter dated March 21, 2022 (attached) and generally consists of the preparation of a Study to identify the necessary improvements and projected costs involved.

The fee for said services shall be an hourly basis plus reimbursable expenses not to exceed \$24,000 without further authorization.

This Addendum shall be attached to and form a part of the Contract Documents.

TOWN OF SCHODACK

BY: _____
Charles peter, Supervisor

LABERGE GROUP

BY: 
Richard F. Laberge, P.E., President

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2022-153

SANITARY SEWER EASEMENT AGREEMENT

THIS SANITARY SEWER EASEMENT AGREEMENT (this "Agreement") is made as of this _____ day of _____, 2022, by and between **SCANNELL PROPERTIES #508, LLC** an Indiana limited liability company having its principal place of business at 8801 River Crossing Blvd., Suite 300, Indianapolis, Indiana 46240 ("Grantor") and **TOWN OF SCHODACK**, a municipal corporation organized and existing under the laws of the State of New York, having an address of 265 Schuurman Road, Castleton, New York 12033 ("Grantee"). Individually, Grantor and Grantee may be referred to herein as a "party" and, collectively, as the "parties".

WITNESSETH:

WHEREAS, Grantor is the owner of real property commonly known as 1701 Schodack Valley Road, Town of Schodack, Rensselaer County, New York (Tax IDs: 189-10-40.131; 189-10-40.132) and further described on Exhibit A, attached hereto and made a part hereof ("Grantor's Property"); and

WHEREAS, Grantor intends to construct a sanitary sewer line on the Grantor's Property as shown on that certain approved Subdivision Map dated September 8, 2021 and recorded in the Office of the Rensselaer County Clerk on September 23, 2021 as Instrument No. 2021158, a copy of which is attached hereto as Exhibit B (the "Subdivision Map"); and

WHEREAS, Grantor has agreed to grant Grantee a thirty (30) foot wide easement for said sanitary sewer line (the "Sanitary Sewer Line") on Grantor's Property as shown on the Subdivision Map.

NOW, THEREFORE, for and in consideration of the premises, easements, conditions and encumbrances contained herein, and One Dollar and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

**ARTICLE 1
EASEMENT PREMISES**

Section 1.1 Grant of Easement. Grantor hereby grants to Grantee, subject to the terms and conditions of this Agreement, a nonexclusive easement, right and privilege of use in, to, over, under, across and through those portions of Grantor's Property more fully depicted and described as "*Proposed 30' Wide Sanitary Sewer Easement*" on the Subdivision Map attached hereto as Exhibit B (the "Easement Premises"), for the use of the Grantee, its agents, invitees, and licensees in accordance with the terms and conditions of this Agreement (collectively, the "Easement").

ARTICLE 2 TERM OF AGREEMENT

Section 2.1 Effective Date. This Agreement shall be deemed effective upon the date set forth in the introductory paragraph herein (the "Effective Date").

Section 2.2 Term. The Easement shall continue in perpetuity as allowed by applicable law, shall run with the land and shall inure to the benefit of and be binding upon the parties and their respective heirs, successors and assigns, including, without limitation, all subsequent owners.

ARTICLE 3 USE OF EASEMENT PREMISES

Section 3.1 Use of Easement Premises. The Grantee's use of the Easement Premises shall be solely for the construction, repair, maintenance and replacement of the Sanitary Sewer Line as applicable, and for no other purpose.

Section 3.2 Quiet Enjoyment. The Grantor covenants that at all times during the term of this Agreement, so long as Grantee is not in default hereunder, Grantee's use of the Easement Premises, pursuant to Section 3.1 above, shall not be disturbed or impaired by any act of Grantor, or of anyone acting by, through, or under Grantor.

Section 3.3 No Dedication to Public. Nothing contained herein shall be deemed to be a gift or dedication of any portion of any tract to the general public it being the intention of the parties hereto that this Agreement be for the exclusive benefit of the parties hereto and their successors and assigns and that nothing herein, express or implied, shall confer upon any person or entity, other than the parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement.

ARTICLE 4 INDEMNIFICATION

Section 4.1 Indemnification. Grantee, its successors and assigns, shall defend, indemnify and hold Grantor harmless from any claim, loss or liability (including reasonable attorneys' fees related thereto) arising out of or in any way connected with Grantee's, its employees, contractors or agents, use of the Easement, or exercise of any rights granted herein, except for the indemnified party's negligence or willful, wrongful acts.

ARTICLE 5 DEFAULT

Any of the undersigned may, from time to time, change their address by written notice to the other party as above provided.

Section 6.3 Entire Agreement. This Agreement, including schedules, exhibits, and any addendum hereto, constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein, and it supersedes all prior discussions, understandings or agreements between the parties hereto.

Section 6.4 Governing Law. This Agreement shall be governed by the laws of the State of New York, and any dispute arising hereunder, except as provided for herein, shall be litigated in the Supreme Court, Rensselaer County, New York.

Section 6.5 Negotiated Agreement. All of the parties to this Agreement have participated in the negotiation and preparation hereof, and, accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto.

Section 6.6 Joint Venture. The parties hereto shall not be deemed, in any way or for any purpose, to have become, by the execution of this Agreement, or any action taken under this Agreement, partners, partners in business or otherwise, or a member of any joint enterprises with one another. Further, nothing in this Agreement shall be construed to create any joint venture between the parties.

Section 6.7 Captions. The captions contained herein are for convenience and reference only and shall not be deemed a part of this Agreement, or construed as in any manner limiting or amplifying the terms and provision to which they relate.

Section 6.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the duly authorized representatives to be effective as of the Effective Date.

GRANTOR:

Scannell Properties #508, LLC
an Indiana limited liability company

By: Scannell Properties Management, LLC
an Indiana limited liability company
its Manager

By: _____
Marc D. Pflieger, Manager

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said county and state, personally appeared Marc D. Pflieger, the Manager of Scannell Properties Management, LLC, an Indiana limited liability company, who having first been duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of said limited liability company.

Witness my hand and Notarial Seal this _____ day of _____, 2022.

Signature

Printed

My Commission Expires: _____

My County of Residence: _____

GRANTEE:

Town of Schodack

By: David Harris

Its: Supervisor

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

On the _____ day of _____ in the year 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared **David Harris** 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
GRANTOR'S PROPERTY

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Schodack, County of Rensselaer, and State of New York, more particularly bounded and described as follows:

BEGINNING at a found iron rod on the south line of NYS Route 150 (SH 1422), said point being the northeast corner of lands conveyed to Timothy P. Conlin by deed and recorded in the Rensselaer County Clerk's Office in Liber 7274 of Deeds at page 163; thence along the south line of NYS Route 150 (SH 1422) the following four courses and distances:

North 89°54'17" East, a distance of 182.24' to a concrete NYSDOT monument; thence, North 58°15'16" East, a distance of 558.13' to a concrete NYSDOT monument; thence, North 80°21'54" East a distance of 353.79' to a concrete NYSDOT monument; thence, North 85°59'09" East, a distance of 384.98' to a point, said point being the northwest corner of lands conveyed to Domans, LLC by deed and recorded in the Rensselaer County Clerk's Office in Liber 1206 of Deeds at page 189; thence along the lands of Domans, LLC the following six courses and distances:

South 31°59'28" East, a distance of 289.17 to a point; thence, upstream along the centerline of the intermittent stream as it twists and turns along the following four courses and distances:

South 08°19'39" West, a distance of 154.73' to a point; thence, South 17°51'53" West, a distance of 141.05' to a point; thence, South 15°13'56" West, a distance of 87.41' to a point; thence, South 13°15'11" West, a distance of 74.88' to a point; thence,

South 08°24'21" East, a distance of 170.86' to an iron rod at the northeast corner of lands of Van Hoesen Station, LLC (8322/254); thence, South 52°25'21" West and along the division line between the lands of Van Hoesen Station, LLC and Snook Materials Group, LLC, a distance of 2503.29' to a point on the east line of Interstate Route 90; thence along the east line of Interstate Route 90 the following four courses and distances:

North 20°04'41" West, a distance of 289.12' to a concrete NYSDOT monument; thence, North 07°34'00" East and through a concrete NYSDOT monument, a distance of 905.79' to a concrete NYSDOT monument; thence, North 30°54'29" West, a distance of 46.23' to a concrete NYSDOT monument; thence, North 62°47'03" East, a distance of 73.42' to the lands of Timothy P. Conlin (7274/163); thence along the division line between the lands of Timothy P. Conlin and Snook Materials Group, LLC, the following eleven courses and distances:

North 87°22'03" East, a distance of 55.60' to a point; thence,
North 21°25'20" East, a distance of 35.00' to a point; thence,
South 82°13'28" East, a distance of 143.80' to a found rebar; thence,
North 60°47'32" East, a distance of 94.50' to a found rebar; thence,
North 84°30'32" East, a distance of 68.60' to a found iron pipe;
South 83°07'28" East, a distance of 100.80' to a found iron pipe; thence,
North 41°07'32" East, a distance of 106.90' to a found iron pipe; thence,
North 20°54'32" East, a distance of 110.00' to a found iron pipe; thence,
North 11°34'32" East, a distance of 87.60' to a found iron pipe; thence,
North 11°30'28" West, a distance of 370.80' to a found iron pipe; thence,
North 36°25'28" West, a distance of 91.82' to the point and place of beginning.

Containing 55.978 Acres of land, more or less.

EXHIBIT B
SUBDIVISION MAP AND EASEMENT PREMISES

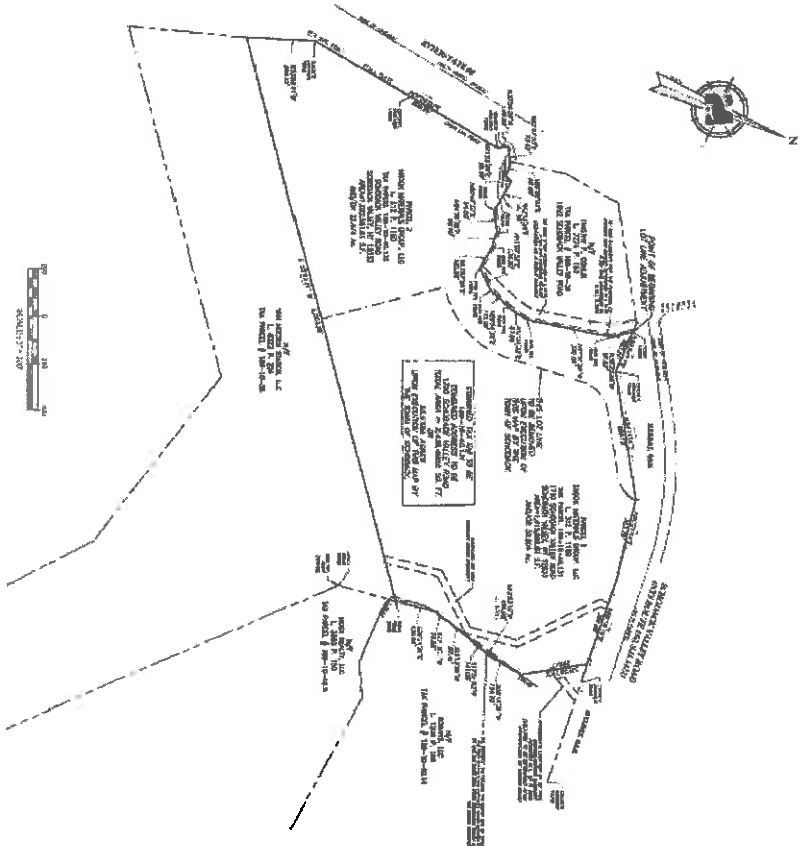
[See attached.]

REFERENCES:

- 1. The State of New York, Department of Environmental Conservation, Division of Environmental Planning, "New York State Environmental Quality Review Act (SEQRA) Regulations," Chapter 615 of the Rules of the Board of Environmental Conservation, effective 12/19/87.
- 2. The State of New York, Department of Environmental Conservation, Division of Environmental Planning, "New York State Environmental Quality Review Act (SEQRA) Regulations," Chapter 615 of the Rules of the Board of Environmental Conservation, effective 12/19/87.
- 3. The State of New York, Department of Environmental Conservation, Division of Environmental Planning, "New York State Environmental Quality Review Act (SEQRA) Regulations," Chapter 615 of the Rules of the Board of Environmental Conservation, effective 12/19/87.
- 4. The State of New York, Department of Environmental Conservation, Division of Environmental Planning, "New York State Environmental Quality Review Act (SEQRA) Regulations," Chapter 615 of the Rules of the Board of Environmental Conservation, effective 12/19/87.
- 5. The State of New York, Department of Environmental Conservation, Division of Environmental Planning, "New York State Environmental Quality Review Act (SEQRA) Regulations," Chapter 615 of the Rules of the Board of Environmental Conservation, effective 12/19/87.

GENERAL NOTES:

- 1. This plan was prepared in accordance with the provisions of the New York State Environmental Quality Review Act (SEQRA) and the Regulations thereunder.
- 2. The project is subject to the provisions of the New York State Environmental Quality Review Act (SEQRA) and the Regulations thereunder.
- 3. The project is subject to the provisions of the New York State Environmental Quality Review Act (SEQRA) and the Regulations thereunder.
- 4. The project is subject to the provisions of the New York State Environmental Quality Review Act (SEQRA) and the Regulations thereunder.
- 5. The project is subject to the provisions of the New York State Environmental Quality Review Act (SEQRA) and the Regulations thereunder.
- 6. The project is subject to the provisions of the New York State Environmental Quality Review Act (SEQRA) and the Regulations thereunder.
- 7. The project is subject to the provisions of the New York State Environmental Quality Review Act (SEQRA) and the Regulations thereunder.
- 8. The project is subject to the provisions of the New York State Environmental Quality Review Act (SEQRA) and the Regulations thereunder.
- 9. The project is subject to the provisions of the New York State Environmental Quality Review Act (SEQRA) and the Regulations thereunder.
- 10. The project is subject to the provisions of the New York State Environmental Quality Review Act (SEQRA) and the Regulations thereunder.



EXEMPTION FROM ENVIRONMENTAL REVIEW

This project is exempt from the provisions of the New York State Environmental Quality Review Act (SEQRA) and the Regulations thereunder, as provided for in Section 801.2 of the SEQRA Regulations. The project is a minor alteration to an existing structure and does not constitute a change in the use of the property.

LEGEND

1	Proposed Structure
2	Existing Structure
3	Easement
4	Property Boundary
5	Right-of-Way
6	Utility Line
7	Water Line
8	Gas Line
9	Electric Line
10	Other Utility Line

NOTICE TO CONTRACTORS:

The contractor shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities. The contractor shall also be responsible for ensuring that the project is completed in accordance with the plans and specifications. The contractor shall also be responsible for ensuring that the project is completed in a timely and efficient manner.

NOTICE TO ADJOINING OWNERS:

The adjacent owners are hereby notified that the proposed project may affect their property. The adjacent owners are advised that they have the right to object to the project and to request a copy of the plans. The adjacent owners are also advised that they have the right to be heard at a public hearing on the project.

NOTICE TO THE PUBLIC:

The public is hereby notified that the proposed project is subject to the provisions of the New York State Environmental Quality Review Act (SEQRA) and the Regulations thereunder. The public is advised that they have the right to object to the project and to request a copy of the plans. The public is also advised that they have the right to be heard at a public hearing on the project.

NOTICE TO THE STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION:

The State Department of Environmental Conservation is hereby notified that the proposed project is subject to the provisions of the New York State Environmental Quality Review Act (SEQRA) and the Regulations thereunder. The State Department of Environmental Conservation is advised that they have the right to object to the project and to request a copy of the plans. The State Department of Environmental Conservation is also advised that they have the right to be heard at a public hearing on the project.

NOTICE TO THE STATE DEPARTMENT OF TAXATION:

The State Department of Taxation is hereby notified that the proposed project is subject to the provisions of the New York State Environmental Quality Review Act (SEQRA) and the Regulations thereunder. The State Department of Taxation is advised that they have the right to object to the project and to request a copy of the plans. The State Department of Taxation is also advised that they have the right to be heard at a public hearing on the project.

NOTICE TO THE STATE DEPARTMENT OF SOCIAL SERVICES:

The State Department of Social Services is hereby notified that the proposed project is subject to the provisions of the New York State Environmental Quality Review Act (SEQRA) and the Regulations thereunder. The State Department of Social Services is advised that they have the right to object to the project and to request a copy of the plans. The State Department of Social Services is also advised that they have the right to be heard at a public hearing on the project.

NOTICE TO THE STATE DEPARTMENT OF HEALTH:

The State Department of Health is hereby notified that the proposed project is subject to the provisions of the New York State Environmental Quality Review Act (SEQRA) and the Regulations thereunder. The State Department of Health is advised that they have the right to object to the project and to request a copy of the plans. The State Department of Health is also advised that they have the right to be heard at a public hearing on the project.

NOTICE TO THE STATE DEPARTMENT OF LABOR:

The State Department of Labor is hereby notified that the proposed project is subject to the provisions of the New York State Environmental Quality Review Act (SEQRA) and the Regulations thereunder. The State Department of Labor is advised that they have the right to object to the project and to request a copy of the plans. The State Department of Labor is also advised that they have the right to be heard at a public hearing on the project.

NOTICE TO THE STATE DEPARTMENT OF EDUCATION:

The State Department of Education is hereby notified that the proposed project is subject to the provisions of the New York State Environmental Quality Review Act (SEQRA) and the Regulations thereunder. The State Department of Education is advised that they have the right to object to the project and to request a copy of the plans. The State Department of Education is also advised that they have the right to be heard at a public hearing on the project.

NOTICE TO THE STATE DEPARTMENT OF CORRECTIONS:

The State Department of Corrections is hereby notified that the proposed project is subject to the provisions of the New York State Environmental Quality Review Act (SEQRA) and the Regulations thereunder. The State Department of Corrections is advised that they have the right to object to the project and to request a copy of the plans. The State Department of Corrections is also advised that they have the right to be heard at a public hearing on the project.

NOTICE TO THE STATE DEPARTMENT OF TERRORISM PREVENTION:

The State Department of Terrorism Prevention is hereby notified that the proposed project is subject to the provisions of the New York State Environmental Quality Review Act (SEQRA) and the Regulations thereunder. The State Department of Terrorism Prevention is advised that they have the right to object to the project and to request a copy of the plans. The State Department of Terrorism Prevention is also advised that they have the right to be heard at a public hearing on the project.

UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT (this "Agreement") is made as of this _____ day of _____, 2022, by and between **SCANNELL PROPERTIES #508, LLC** an Indiana limited liability company having its principal place of business at 8801 River Crossing Boulevard, Suite 300, Indianapolis, Indiana 46240 ("Grantor") and **TOWN OF SCHODACK**, a municipal corporation organized and existing under the laws of the State of New York, having an address of 265 Schuurman Road, Castleton, New York 12033 ("Grantee"). Individually, Grantor and Grantee may be referred to herein as a "party" and, collectively, as the "parties".

WITNESSETH:

WHEREAS, Grantor is the owner of real property commonly known as 1701 Schodack Valley Road, Town of Schodack, Rensselaer County, New York (Tax IDs: 189-10-40.131; 189-10-40.132) and further described on Exhibit A, attached hereto and made a part hereof ("Grantor's Property"); and

WHEREAS, Grantor intends to construct certain utilities, a portion of which will be located on Grantor's Property as described and shown on Exhibit B (the "Utilities"); and

WHEREAS, Grantor has agreed to grant Grantee easements to allow Grantee to own the utilities and the Easement (as defined herein) and to maintain the utilities on Grantor's Property as more fully described herein.

NOW, THEREFORE, for and in consideration of the premises, easements, conditions and encumbrances contained herein, and One Dollar and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows

**ARTICLE 1
EASEMENT PREMISES**

Section 1.1 Grant of Easement. Grantor hereby grants to Grantee, subject to the terms and conditions of this Agreement, a nonexclusive easement, right and privilege of use in, to, over, under, across and through those portions of Grantor's Property more fully described and depicted in Exhibit B (collectively, the "Easement Premises"), for the use of the Grantee, its agents, invitees, and licensees in accordance with the terms and conditions of this Agreement (collectively, the "Easement").

**ARTICLE 2
TERM OF AGREEMENT**

Section 2.1 Effective Date. This Agreement shall be deemed effective upon the date set forth in the introductory paragraph herein (the "Effective Date").

Section 2.2 Term. The Easement shall continue in perpetuity as allowed by applicable law, shall run with the land and shall inure to the benefit of and be binding upon the parties and their respective heirs, successors and assigns, including, without limitation, all subsequent owners.

ARTICLE 3 USE OF EASEMENT PREMISES

Section 3.1 Use of Easement Premises. The Grantee's use of the Easement Premises shall be solely for the construction, repair, maintenance and replacement of the Utilities as applicable, and for no other purpose.

Section 3.2 Quiet Enjoyment. The Grantor covenants that at all times during the term of this Agreement, so long as Grantee is not in default hereunder, Grantee's use of the Easement Premises, pursuant to Section 3.1 above, shall not be disturbed or impaired by any act of Grantor, or of anyone acting by, through, or under Grantor.

Section 3.3 No Dedication to Public. Nothing contained herein shall be deemed to be a gift or dedication of any portion of any tract to the general public it being the intention of the parties hereto that this Agreement be for the exclusive benefit of the parties hereto and their successors and assigns and that nothing herein, express or implied, shall confer upon any person or entity, other than the parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement.

ARTICLE 4 INDEMNIFICATION

Section 4.1 Indemnification. Grantee, its successors and assigns, shall defend, indemnify and hold Grantor harmless from any claim, loss or liability (including reasonable attorneys' fees related thereto) arising out of or in any way connected with Grantee's, its employees, contractors or agents, use of the Easement, or exercise of any rights granted herein, except for the indemnified party's negligence or willful, wrongful acts.

ARTICLE 5 DEFAULT

Section 5.1 Default. In the event that either party to this Agreement shall default hereunder, the other party hereto, its successors and assigns shall be entitled to institute proceedings (either at law or in equity, or otherwise) for full and adequate relief from the consequences of said default including, but not limited to, the right to specific performance,

declaratory relief, injunctive relief, damages, or other suitable legal or equitable remedy. The unsuccessful party in any action shall pay to the prevailing party a reasonable sum for attorney's fees, which shall be deemed to have accrued on the date such action was filed.

ARTICLE 6 MISCELLANEOUS

Section 6.1 Modification. This Agreement may be modified only by the mutual agreement of all of the parties hereto, their successors and assigns, evidenced by a writing in recordable form.

Section 6.2 Notice. All notices, requests, demands, and any other communications required hereunder shall be in writing and shall be deemed to have been duly delivered if delivered in person or if sent by registered or certified mail, return receipt requested, and if so mailed shall be deemed effective as of five (5) business days after such mailing. All such notices, requests, demands and any other communications required hereunder may be given by the parties' representatives and/or counsel. All such notices, requests, demands and any other communications, if mailed, shall be sent:

If to Grantor: Scannell Properties #508, LLC
8801 River Crossing Blvd., Suite 300
Indianapolis, IN 46240
Attn: Drew C. Strobel, Counsel

With copies to: Whiteman Osterman & Hanna LLP
One Commerce Plaza
Albany, New York 12260
Attn: Terresa M. Bakner, Esq.

If to Grantee: Town of Schodack
265 Schuurman Road
Castleton, New York 12033
Attn: Town Supervisor

With copies to: Girvin & Ferlazzo, PC
20 Corporate Woods Blvd.
Albany, New York 12211
Attn: Christopher P. Langlois, Esq.

Any of the undersigned may, from time to time, change their address by written notice to the other party as above provided.

Section 6.3 Entire Agreement. This Agreement, including schedules, exhibits, and

any

addendum hereto, constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein, and it supersedes all prior discussions, understandings or agreements between the parties hereto.

Section 6.4 Governing Law. This Agreement shall be governed by the laws of the State of New York, and any dispute arising hereunder, except as provided for herein, shall be litigated in the Supreme Court, Rensselaer County, New York.

Section 6.5 Negotiated Agreement. All of the parties to this Agreement have participated in the negotiation and preparation hereof, and, accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto.

Section 6.6 Joint Venture. The parties hereto shall not be deemed, in any way or for any purpose, to have become, by the execution of this Agreement, or any action taken under this Agreement, partners, partners in business or otherwise, or a member of any joint enterprises with one another. Further, nothing in this Agreement shall be construed to create any joint venture between the parties.

Section 6.7 Captions. The captions contained herein are for convenience and reference only and shall not be deemed a part of this Agreement, or construed as in any manner limiting or amplifying the terms and provision to which they relate.

Section 6.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the duly authorized representatives to be effective as of the Effective Date.

GRANTOR:

Scannell Properties #508, LLC
an Indiana limited liability company

By: Scannell Properties Management, LLC
an Indiana limited liability company
its Manager

By: _____
Marc D. Pflieger, Manager

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said county and state, personally appeared Marc D. Pflieger, the Manager of Scannell Properties Management, LLC, an Indiana limited liability company, who having first been duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of said limited liability company.

Witness my hand and Notarial Seal this _____ day of _____, 2022.

Signature

Printed

My Commission Expires: _____

My County of Residence: _____

GRANTEE:

Town of Schodack

By: David Harris

Its: Supervisor

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

On the _____ day of _____ in the year 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared **David Harris** 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
GRANTOR'S PROPERTY

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Schodack, County of Rensselaer, and State of New York, more particularly bounded and described as follows:

BEGINNING at a found iron rod on the south line of NYS Route 150 (SH 1422), said point being the northeast corner of lands conveyed to Timothy P. Conlin by deed and recorded in the Rensselaer County Clerk's Office in Liber 7274 of Deeds at page 163; thence along the south line of NYS Route 150 (SH 1422) the following four courses and distances:

North 89°54'17" East, a distance of 182.24' to a concrete NYSDOT monument; thence, North 58°15'16" East, a distance of 558.13' to a concrete NYSDOT monument; thence, North 80°21'54" East a distance of 353.79' to a concrete NYSDOT monument; thence, North 85°59'09" East, a distance of 384.98' to a point, said point being the northwest corner of lands conveyed to Domans, LLC by deed and recorded in the Rensselaer County Clerk's Office in Liber 1206 of Deeds at page 189; thence along the lands of Domans, LLC the following six courses and distances:

South 31°59'28" East, a distance of 289.17 to a point; thence, upstream along the centerline of the intermittent stream as it twists and turns along the following four courses and distances:

South 08°19'39" West, a distance of 154.73' to a point; thence, South 17°51'53" West, a distance of 141.05' to a point; thence, South 15°13'56" West, a distance of 87.41' to a point; thence, South 13°15'11" West, a distance of 74.88' to a point; thence,

South 08°24'21" East, a distance of 170.86' to an iron rod at the northeast corner of lands of Van Hoesen Station, LLC (8322/254); thence, South 52°25'21" West and along the division line between the lands of Van Hoesen Station, LLC and Snook Materials Group, LLC, a distance of 2503.29' to a point on the east line of Interstate Route 90; thence along the east line of Interstate Route 90 the following four courses and distances:

North 20°04'41" West, a distance of 289.12' to a concrete NYSDOT monument; thence, North 07°34'00" East and through a concrete NYSDOT monument, a distance of 905.79' to a concrete NYSDOT monument; thence, North 30°54'29" West, a distance of 46.23' to a concrete NYSDOT monument; thence, North 62°47'03" East, a distance of 73.42' to the lands of Timothy P. Conlin (7274/163); thence along the division line between the lands of Timothy P. Conlin and Snook Materials Group, LLC, the following eleven courses and distances:

North 87°22'03" East, a distance of 55.60' to a point; thence,
North 21°25'20" East, a distance of 35.00' to a point; thence,
South 82°13'28" East, a distance of 143.80' to a found rebar; thence,
North 60°47'32" East, a distance of 94.50' to a found rebar; thence,
North 84°30'32" East, a distance of 68.60' to a found iron pipe;
South 83°07'28" East, a distance of 100.80' to a found iron pipe; thence,
North 41°07'32" East, a distance of 106.90' to a found iron pipe; thence,
North 20°54'32" East, a distance of 110.00' to a found iron pipe; thence,
North 11°34'32" East, a distance of 87.60' to a found iron pipe; thence,
North 11°30'28" West, a distance of 370.80' to a found iron pipe; thence,
North 36°25'28" West, a distance of 91.82' to the point and place of beginning.

Containing 55.978 Acres of land, more or less.

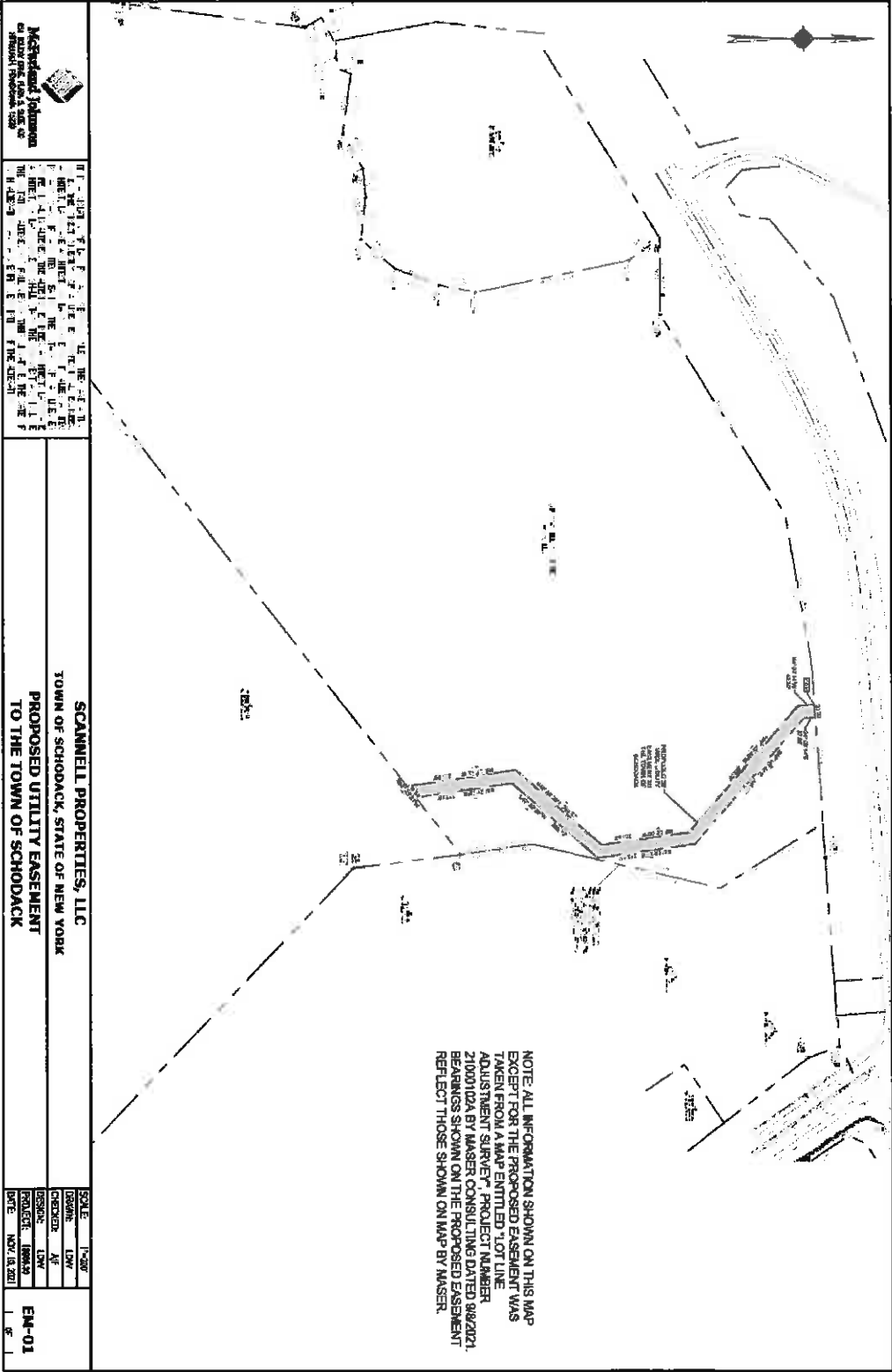
EXHIBIT B
UTILITY EASEMENT PREMISES

ALL THAT TRACT OR PARCEL OF LAND, SITUATE IN THE TOWN OF SCHODACK, COUNTY OF RENSSELAER, STATE OF NEW YORK, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON ROD ON THE SOUTH RIGHT-OF-WAY LINE OF NEW YORK STATE ROUTE 150 (SH 1422), SAID POINT BEING THE NORTHEASTERLY CORNER OF LANDS CONVEYED TO TIMOTHY P. CONLIN BY DEED RECORDED IN THE RENSSELAER COUNTY CLERK'S OFFICE IN LIBER 7274 OF DEEDS AT PAGE 163; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING FOUR COURSES AND DISTANCES:

1. N 89°54'17" E, A DISTANCE OF 182.24 FEET TO A POINT; THENCE
2. N 58°15'16" E, A DISTANCE OF 558.13 FEET TO A POINT; THENCE
3. N 80°21'54" E, A DISTANCE OF 353.79 FEET TO A POINT; THENCE
4. N 85°59'09" E, A DISTANCE OF DISTANCE OF 104.03 FEET TO THE POINT AND PLACE OF BEGINNING; THENCE
5. N 85°59'09" E, CONTINUING ALONG SAID RIGHT-OF-WAY, A DISTANCE OF DISTANCE OF 30.00 FEET TO A POINT; THENCE THROUGH THE LANDS OF SCANNELL PROPERTIES #508, LLC THE FOLLOWING FIVE COURSES AND DISTANCES:
 6. S 04°00'14" E, A DISTANCE OF 27.85 FEET TO A POINT; THENCE
 7. S 49°05'45" E, A DISTANCE OF 394.07 FEET TO A POINT; THENCE
 8. S 08°02'00" E, A DISTANCE OF 232.43 FEET TO A POINT; THENCE
 9. S 40°58'29" W, A DISTANCE OF 269.73 TO A POINT; THENCE
 10. S 08°27'42" E, A DISTANCE OF 227.16 FEET TO A POINT IN THE NORTH LINE OF LANDS NOW OR FORMERLY OWNED BY VAN HOESEN STATION, LLC BY DEED RECORDED IN THE RENSSELAER COUNTY CLERK'S OFFICE IN LIBER 8322 OF DEEDS AT PAGE 254, BEING TAX PARCEL # 189-10-36; THENCE
11. S 52°25'21" W, ALONG SAID LANDS OF VAN HOESEN STATION, LLC, A DISTANCE OF 34.34 FEET TO A POINT; THENCE THROUGH THE LANDS OF SCANNELL PROPERTIES #508, LLC, THE FOLLOWING FIVE COURSES AND DISTANCES:
 12. N 08°27'42" W, A DISTANCE OF 257.68 FEET TO A POINT
 13. N 40°58'29" E, A DISTANCE OF 269.87 TO A POINT; THENCE
 14. N 08°02'00" W, A DISTANCE OF 207.52 FEET TO A POINT; THENCE
 15. N 49°05'45" W, A DISTANCE OF 395.29 FEET TO A POINT; THENCE
 16. N 04°00'14" W, A DISTANCE OF 40.30 FEET TO THE POINT AND PLACE OF BEGINNING; CONTAINING 0.80 ACRES OF LAND MORE OR LESS, ALL AS SHOWN ON A MAP BY McFARLAND JOHNSON ENTITLED "PROPOSED

UTILITY EASEMENT TO THE TOWN OF SCHODACK", DRAWING EM-01,
DATED NOVEMBER 10, 2021.



NOTE: ALL INFORMATION SHOWN ON THIS MAP EXCEPT FOR THE PROPOSED EASEMENT WAS TAKEN FROM A MAP ENTITLED 'LOT LINE ADJUSTMENT SURVEY' PROJECT NUMBER 210001024 BY MASER CONSULTING DATED 08/20/21. BEARINGS SHOWN ON THE PROPOSED EASEMENT REFLECT THOSE SHOWN ON MAP BY MASER.

McStevand Johnson
 a professional corporation
 10000 10th Avenue
 Schodack, New York 12152
 Phone: 518-486-1234
 Fax: 518-486-1235
 www.mstevandjohnson.com

THE TOWN OF SCHODACK, STATE OF NEW YORK
 SCANNELL PROPERTIES, LLC
 PROPOSED UTILITY EASEMENT
 TO THE TOWN OF SCHODACK

SCALE: 1"=200'
 DRAWN: DMV
 CHECKED: JF
 DESIGNED: DMV
 PROJECT: 180613
 DATE: NOV. 18, 2021

EM-01
 5'

SIDEWALK MAINTENANCE AGREEMENT

This **SIDEWALK MAINTENANCE AGREEMENT** (this “**Agreement**”) is made as of the ____ day of _____, 2022 (the “**Effective Date**”), by and between **TOWN OF SCHODACK**, a New York municipal corporation having an address at 265 Schuurman Road, Castleton, New York 12033 (the “**Town**”); and **SCANNELL PROPERTIES #508, LLC** an Indiana limited liability company having its principal place of business at 8801 River Crossing Boulevard, Suite 300, Indianapolis, Indiana 46240 (the “**Owner**”). The Town and Owner are sometimes hereinafter referred to as a “**Party**”, and collectively, as the “**Parties**”.

WITNESSETH

WHEREAS, Owner is the owner of certain real property commonly known as 1701 Schodack Valley Road, Town of Schodack, Rensselaer County, New York (Tax IDs: 189-10-40.131; 189-10-40.132) (the “**Property**”) and is more particularly described in **EXHIBIT 1** attached hereto; and

WHEREAS, Owner applied to the Town of Schodack Planning Board (the “**Planning Board**”) for site plan and special use permit approval to construct a 278,670 square foot sales distribution center and associated improvements, including parking, lighting, stormwater management facilities, and off-site highway improvements (the “**Project**”) at the Property; and

WHEREAS, as a condition to the approval of the Project, the Planning Board requires, among other things, the Owner to enter into a maintenance agreement setting forth the terms and conditions under which the Owner will install, maintain and replace a sidewalk along a portion of Schodack Valley Road (also known as NYS Route 150) within the NYSDOT owned ROW as part of the Project, subject to the permission of the NYSDOT; and

WHEREAS, the Parties hereby agree to enter into this Agreement upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Recitations.** The recitations above set forth are incorporated in this Agreement as if fully set forth and recited herein.
2. **Construction.** The Owner shall construct the sidewalks prior to the issuance of the certificate of occupancy for the sales distribution center as shown on the approved site plans dated September 20, 2021 for the Project (the “**Sidewalk**”) contingent upon obtaining the necessary approvals from the NYSDOT to construct the sidewalks in the NYSDOT ROW along NYS Route 150 (Schodack Valley Road).
3. **Maintenance.** Owner, its successors and/or assigns shall ensure that the Sidewalk is properly constructed and maintained in proper working order to the satisfaction of the Town’s

Engineer and/or Building Inspector. Except in case of emergency, if the Sidewalk is not satisfactorily being maintained, in the reasonable discretion of the Town's Engineer and/or Building Inspector, then Owner, its successors and/or assigns shall, upon written notice, cure any identified maintenance defect within thirty (30) days of receipt of such written notice at the sole cost of the Owner. In the event Owner shall fail to perform the required work with the said thirty (30) day period following receipt of such written notice from the Town, the Town may, but shall not be obligated to, make such repairs and charge the costs incurred to the Owner. In the event of emergency, Owner shall perform the required work in the timeframe as dictated by the circumstances, and if not done, then the Town is authorized to make such repairs and charge the costs incurred to the Owner as hereinafter provided.

4. **Indemnification.** The Owner agrees for itself and its successors and assigns, its agents, invitees, servants, employees, contractors and subcontractors to indemnify and hold harmless the Town, from and against any and all law suits, claims, causes of action, costs, expenses, damages or liabilities, including reasonable attorney's fees, which the Town may incur or sustain as a result of injury to persons, damage to property or otherwise attributable to the acts or activities of the Owner, its successors and assigns, its agents, invitees, servants, employees, contractors or subcontractors, resulting from any act or omission, whether groundless or otherwise, arising in whole or in part out of, incidental to, or in connection with the Sidewalk, except to the extent that such injury or damage is caused by the negligence or willful misconduct of the Town or its agents. Within a reasonable time after receipt or notice of any claim or demand, or notice of the commencement of the action or proceeding, which in either case is potentially subject to any indemnity described above, the Town shall notify the Owner, its successors and/or assigns thereof and the Owner, its successors and/or assigns, shall in good faith undertake appropriate actions to protect the interests of the Town at the sole cost and expense of the Owner its successors and/or assigns.

5. **Compliance with Laws.** The Owner its successors and/or assigns, its agents, invitees, servants, employees, contractors, and subcontractors shall comply with and abide by all statutes, ordinances, laws, regulations, and rules of all federal, New York State, Rensselaer County, Town of Schodack and other governmental authorities having jurisdiction with respect to the Sidewalk.

6. **Notice.** Any notice hereunder must be in writing and delivered personally or by registered or certified, return receipt requested United States Priority Mail, FedEx, UPS or equivalent courier service; or facsimile transmission and shall be effective only if and when received by the Party to be notified, as evidenced by: (i) the date of delivery on the delivery receipt card, (ii) the date stated by FedEx or equivalent courier service that guarantees delivery, (iii) the time and date of confirmation receipt for facsimile notice (confirmation report from sender's facsimile machine shall be sufficient), provided that a copy is simultaneously placed for delivery by one of the other delivery methods described above. In the event any delivery is refused, delivery shall be deemed to have occurred at the time delivery is first refused. For purposes of notice, the addresses of the Parties shall be as set forth below or as may be designated by notice to the others from time to time. Any service, fax or email served after 5:00 p.m. will be deemed delivered the following business day.

To the Town

Town of Schodack
265 Schuurman Road
Castleton, New York 12033
Attn: Town Supervisor

To the Owner

Scannell Properties #508, LLC
8801 River Crossing Blvd., Suite 300
Indianapolis, IN 46240
Attn: Drew C. Strobel, Counsel

7. **Entire Agreement.** This Agreement, including the recitals above and the exhibits attached hereto, all of which are incorporated herein and shall be deemed a material part hereof, embodies the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements with respect thereto. This Agreement may be modified or terminated only by the mutual agreement of all Parties hereto or owning all affected Parcels (or any portion thereof) affected hereby, their successors and assigns, evidenced by a writing in recordable form.

8. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns and legal representatives, including the agents, invitees, servants, employees, contractors or subcontractors of the Owner as provided herein.

9. **Waiver.** The failure of the Town to insist upon the strict performance of any of the provisions of this Agreement shall not be deemed a waiver of any of the Town's rights or remedies with respect to any subsequent default or breach.

10. **Jurisdiction.** The Parties agree that this Agreement shall be governed and construed in accordance with the laws of the State of New York and that the venue for any action or proceeding upon this Agreement will be the Supreme Court, County of Rensselaer, State of New York.

11. **Severability.** The provisions of this Agreement are severable, and it is the intention of the Parties that if this Agreement cannot take effect in its entirety because of a final judgment of any court of competent jurisdiction holding invalid any part or parts thereof, the remaining provisions of the Agreement shall be given full force and effect as completely as if the part or parts held invalid have not been included herein.

12. **Gift or Dedication.** Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Property to the general public, it being the intention of the Parties that this Agreement shall be strictly limited to and for the purposes herein expressed.

13. **Counterparts.** This Agreement may be executed in separate counterparts by each of the Parties and the total of the executed counterparts shall be deemed one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Sidewalk Easement and Maintenance Agreement to be effective as of the Effective Date.

OWNER:

Scannell Properties #508, LLC
an Indiana limited liability company

By: Scannell Properties Management, LLC
an Indiana limited liability company
its Manager

By: _____
Marc D. Pflieger, Manager

TOWN:

Town of Schodack

By: _____
David Harris, Supervisor

STATE OF)
) ss.:
COUNTY OF)

On the day of _____ in the year 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared **Marc D. Pfleging**, 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 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared **David Harris**, 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 1

DESCRIPTION OF PROPERTY

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Schodack, County of Rensselaer, and State of New York, more particularly bounded and described as follows:

BEGINNING at a found iron rod on the south line of NYS Route 150 (SH 1422), said point being the northeast corner of lands conveyed to Timothy P. Conlin by deed and recorded in the Rensselaer County Clerk's Office in Liber 7274 of Deeds at page 163; thence along the south line of NYS Route 150 (SH 1422) the following four courses and distances:

North 89°54'17" East, a distance of 182.24' to a concrete NYSDOT monument; thence, North 58°15'16" East, a distance of 558.13' to a concrete NYSDOT monument; thence, North 80°21'54" East a distance of 353.79' to a concrete NYSDOT monument; thence, North 85°59'09" East, a distance of 384.98' to a point, said point being the northwest corner of lands conveyed to Domans, LLC by deed and recorded in the Rensselaer County Clerk's Office in Liber 1206 of Deeds at page 189; thence along the lands of Domans, LLC the following six courses and distances:

South 31°59'28" East, a distance of 289.17 to a point; thence, upstream along the centerline of the intermittent stream as it twists and turns along the following four courses and distances:

South 08°19'39" West, a distance of 154.73' to a point; thence, South 17°51'53" West, a distance of 141.05' to a point; thence, South 15°13'56" West, a distance of 87.41' to a point; thence, South 13°15'11" West, a distance of 74.88' to a point; thence,

South 08°24'21" East, a distance of 170.86' to an iron rod at the northeast corner of lands of Van Hoesen Station, LLC (8322/254); thence, South 52°25'21" West and along the division line between the lands of Van Hoesen Station, LLC and Snook Materials Group, LLC, a distance of 2503.29' to a point on the east line of Interstate Route 90; thence along the east line of Interstate Route 90 the following four courses and distances:

North 20°04'41" West, a distance of 289.12' to a concrete NYSDOT monument; thence, North 07°34'00" East and through a concrete NYSDOT monument, a distance of 905.79' to a concrete NYSDOT monument; thence, North 30°54'29" West, a distance of 46.23' to a concrete NYSDOT monument; thence, North 62°47'03" East, a distance of 73.42' to the lands of Timothy P. Conlin (7274/163); thence along be division line between the lands of Timothy P. Conlin and Snook Materials Group, LLC, the following eleven courses and distances:

North 87°22'03" East, a distance of 55.60' to a point; thence, North 21°25'20" East, a distance of 35.00' to a point; thence,

South 82°13'28" East, a distance of 143.80' to a found rebar; thence,
North 60°47'32" East, a distance of 94.50' to a found rebar; thence,
North 84°30'32" East, a distance of 68.60' to a found iron pipe;
South 83°07'28" East, a distance of 100.80' to a found iron pipe; thence,
North 41°07'32" East, a distance of 106.90' to a found iron pipe; thence,
North 20°54'32" East, a distance of 110.00' to a found iron pipe; thence,
North 11°34'32" East, a distance of 87.60' to a found iron pipe; thence,
North 11°30'28" West, a distance of 370.80' to a found iron pipe; thence,
North 36°25'28" West, a distance of 91.82' to the point and place of beginning.

Containing 55.978 Acres of land, more or less.



Office of Temporary and Disability Assistance

91
2022-156

KATHY HOCHUL
Governor

DANIEL W. TIETZ
Acting Commissioner

CP

BARBARA C. GUINN
Executive Deputy Commissioner

Dear New York State Drinking Water and/or Wastewater Supplier:

This is to provide you with information and a Vendor Agreement for the New York State (NYS) Low Income Household Water Assistance Program (LIHWAP). Please review all enclosed materials carefully.

LIHWAP was established through the Consolidated Appropriations Act, 2021 and the American Rescue Plan Act, 2021. New York State will use these funds to assist low income households, particularly those with the lowest incomes, that pay a high proportion of household income for drinking water and wastewater services. Benefits will be issued directly to drinking water and wastewater providers to restore or prevent loss of drinking water or wastewater services. The Office of Temporary and Disability Assistance (OTDA) will operationalize LIHWAP benefits in two phases. Phase one funding and outreach will target households with arrears for unpaid charges for drinking water and/or wastewater services. In phase two, OTDA will reevaluate available funding and if feasible, focus on establishing a benefit to assist eligible households with current drinking water and/or wastewater bills late in 2022. This is a NYS administered program that opened December 1, 2021 and will close September 30, 2023, or when funding is exhausted, whichever occurs first.

More information regarding the NYS LIHWAP program can be found at [Low Income Household Water Assistance Program \(LIHWAP\) | OTDA \(ny.gov\)](https://www.otda.ny.gov/low-income-household-water-assistance-program)

The online LIHWAP Vendor Portal is available at <https://waterassistancevendors.otda.ny.gov/>.

Vendor Agreement:

- Completion of a Vendor Agreement and Substitute Form W9/AC 3237-S (Rev. 1/17) are required in order to participate in and receive LIHWAP payments. The agreement will apply to all customers in your service territory within NYS. Vendor Agreements and program participation will be managed centrally by OTDA through the LIHWAP Bureau.

The Vendor Agreement, Substitute Form W9/AC 3237-S (Rev. 1/17) and OTDA Security and Confidentiality Terms can be accessed completed and signed electronically online through LIHWAP Vendor Portal at <https://waterassistancevendors.otda.ny.gov/>.

- You may not make any changes to the Vendor Agreement, please contact us if you have any questions at: NYSLIHWAP.vendor@otda.ny.gov or 833-690-0208.

Vendor Payment and Remittance Information:

- Payments will be made directly to vendors via Electronic Funds Transfer issued through the NYS Office of the Comptroller (OSC).
- The OSC State Vendor Resource Page is available at: <https://www.osc.state.ny.us/state-vendors>. This resource page provides information and guidance to vendors on their payments and how to view those payments through the self-service vendor portal.



New York State Low Income Household Water Assistance Program

New Vendor Information

The Low Income Household Water Assistance Program (LIHWAP) helps low income households pay the cost of drinking water and wastewater services. The program can assist households who have past due bills (arrears) for drinking water and/or wastewater services.

Eligibility

Eligibility and benefits are based on:

- income,
- household size, and
- amount owed to drinking water and/or wastewater provider(s).

Benefits

LIHWAP is a benefit based on the actual amount of drinking water and/or wastewater arrears, up to a maximum of \$2,500 per drinking water or wastewater services, or \$5,000 if drinking water and wastewater services are combined, per applicant household. Benefits are paid directly to the household's drinking water and/or wastewater vendor(s).

Vendor Portal

Payment Information

Vendors must utilize the State Financial System (SFS) Vendor Portal to access payment remittance information. The remittance payment information in the vendor portal will contain the customer's name, account number and address.

The Vendor Portal may be accessed at www.sfs.ny.gov

Vendors who need assistance enrolling in the online Vendor Self Service application should contact the Statewide Financial System (SFS) Help Desk at either **(855) 233-8363** or helpdesk@sfs.ny.gov

All vendors should enroll in the direct deposit option offered by the Office of the State Comptroller (OSC). This process will ensure that payments are deposited directly into the bank account of your choice and eliminate the possibility of lost checks. Vendors may enroll electronically through the vendor portal or by using the Electronic Payment (e-payment) Request form (AC3243-S) available in the vendor portal. The E-payment request form must be returned to the Office of the State Comptroller Vendor Management Unit. All information to return the form is located at the bottom of the AC3243-S. Should you have any questions, contact the SFS Help Desk by phone: **(855) 233-8363** or email: helpdesk@sfs.ny.gov.

The Office of the State Comptroller's (OSC) State Vendor Resource Page is available on their website. It provides information and guidance to vendors regarding their payments and how to

New York State

Low Income Household Water Assistance Program

Do you need help paying for overdue water and wastewater bills?

The Low Income Household Water Assistance Program (LIHWAP) can help.

LIHWAP is a drinking water and wastewater emergency assistance program funded through new federal resources. Benefits are based on the amount of unpaid water and wastewater bills owed by applicants. This assistance is targeted at low income households and income guidelines will mirror that of the Home Energy Assistance Program.

LIHWAP benefits are based on the actual amount of drinking water and/or wastewater arrears, up to a maximum of \$2,500 per drinking water or wastewater provider, or \$5,000 if drinking water and wastewater services are combined, per household. Benefits are paid directly to the household's drinking water and/or wastewater vendor(s).

Eligibility and benefits are based on:

- income,
- household size,
- household includes a U.S. citizen, U.S. national, or qualified alien, and
- amount owed to drinking water and/or wastewater provider(s).

Primary applicants must provide:

- Proof of identity
- Proof of residence
- Documentation of earned and unearned income
- A drinking water, wastewater, or combined drinking water and wastewater bill listing their permanent and primary residence
- A valid Social Security Number (SSN)
 - SSNs of additional household members will be requested

For more information, visit <https://otda.ny.gov/LIHWAP>





Office of Temporary and Disability Assistance

NEW YORK STATE LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM VENDOR AGREEMENT

This Agreement ("Agreement") shall govern the purchase of water services from the Water Service Provider (Vendor) on behalf of households eligible for the Low Income Household Water Assistance Program (LIHWAP). Federal funds awarded under LIHWAP shall be used as part of an overall emergency effort to prevent, prepare for, and respond to the COVID-19 pandemic, with the public health focus of ensuring that low income households have access to drinking water and wastewater services. The funds will be used to cover and/or reduce arrearages, rates and fees associated with reconnection or prevention of disconnection of services. If funding is available, the New York State Office of Temporary and Disability Assistance (NYS OTDA) will evaluate providing bill assistance to eligible households to reduce the household's cost for drinking water and wastewater services. This Agreement is a contract between NYS OTDA and the Vendor for the provision of direct vendor payments to assist low income households with drinking water and wastewater reconnection and ongoing services.

The parties acknowledge that this Agreement and the services provided by the Vendor are governed by and subject to federal laws and regulations in addition to issued federal and State guidance in relation to the Low Income Household Water Assistance Program.

In order to receive LIHWAP payments on behalf of eligible households, the Vendor agrees and assures to NYS OTDA to abide by the below listed provisions contained in this agreement. Drinking water and/or wastewater service benefits paid directly to Vendors will be issued through the NYS Office of the State Comptroller (NYS OSC).

1. Households receiving assistance from LIHWAP shall not be treated adversely on the basis of receipt of such assistance under applicable provision of the LIHWAP Supplemental Terms and Conditions 11h under Federal LIHWAP Assistance Listing No. 93.568(B) (with modifications based on P.L. 116-260).
2. Vendors will not discriminate, either in the costs of goods supplied or the services provided, against the household on whose behalf LIHWAP payments are made.
3. The Vendor understands that payment and satisfaction of any claims under LIHWAP will be made by NYS OTDA, through the NYS OSC. The Vendor further understands that they must comply with all applicable requirements of the Consolidated Appropriations Act of 2021 (CAA) and the American Rescue Plan Act of 2021 (ARPA), as well as all applicable policy determinations and directives of the NYS OTDA. The Vendor may be prosecuted under applicable federal and/or State law for false claims, statements or documents or concealment of material fact.
4. The Vendor agrees to accept all LIHWAP benefits authorized on behalf of residential customers and without imposing any conditions precedent. "Residential customer" is defined in accordance with Title 16 of the New York Compilation of Codes, Rules and Regulations, Part 14.2(b)(18).
5. The Vendor agrees to continue, establish or reestablish service for LIHWAP authorized residential customers and maintain such service for such LIHWAP authorized residential customer for ninety (90) calendar days after receipt of each LIHWAP benefit authorized and received on behalf of residential customers.

17. Vendor agrees that any modification to this agreement must be reviewed and agreed to by NYS OTDA. Vendor agreement modification must be made in writing and submitted to NYS OTDA through NYSLIHWAP.vendor@otda.ny.gov.

Check here to hereby declare to the New York State Office of Temporary and Disability Assistance (NYS OTDA) that you, the vendor or vendor's representative, have the authority to bind such vendor, that you have read and understand the above, and that it is your intention to sign and submit this Vendor Agreement on behalf of the vendor to NYS OTDA, and further agree that the vendor will comply with and abide by the Vendor Agreement while participating as a Vendor in the New York State Low Income Household Water Assistance Program.

Vendor or Vendor's Representative name _____

Vendor or Vendor's Representative signature _____

Vendor Business Name _____

Address _____

Vendor TIN _____

Vendor Type:

_____ Drinking Water

_____ Wastewater

_____ Combined Drinking Water/Wastewater

Primary Contact _____

Phone _____

Email _____

FAX _____

Secondary Contact _____

Phone _____

Email _____

FAX _____

2022-157
11

Dawne Kelly

From: Christopher Longo <clongo@empireeng.net>
Sent: Friday, March 18, 2022 3:35 PM
To: Dawne Kelly
Subject: FW: 171 Miller Road
Attachments: Site Development App - Signed.pdf; 171 Miller Road Sketch Plan 3-18-22.pdf; Larned Clean Letter.pdf; Certificate of Insurance for Town of Schodack, New York.pdf

From: Christopher Longo
Sent: Friday, March 18, 2022 3:32 PM
To: dawne@schodack.org
Subject: FW: 171 Miller Road

If you could let me know if this is received.

Thanks,
Chris

From: Christopher Longo
Sent: Friday, March 18, 2022 3:30 PM
To: dawnekelly@schodack.org
dlarned@wmlarned.com; ggalkiewicz@leroyholding.com; Gary@schodack.org
Subject: 171 Miller Road

Dawne,

As we discussed last week, please find the initial sketch plan and application for the proposed filling/grading at 171 Miller Road, classified by the Town as a sanitary landfill. We would respectfully request placement on the March 24th Town Board agenda for an initial presentation of the project. If there are any questions or you require additional information please feel free to reach out.

Thanks,
Chris

 Christopher Longo, PE
Empire Engineering, PLLC
1900 Duanesburg Road
Duanesburg, NY 12056
Cell: (518) 858-4117
www.empireeng.net

The information contained herein and any attachments is intended only for the use of the named individual or entity and may contain information that is privileged and/or confidential. Any disclosure, reproduction or dissemination of this message to a person or entity other than the recipient is prohibited.

Christopher Longo

From: D Larned <dlarned@wmlarned.com>
Sent: Sunday, March 20, 2022 11:44 AM
To: Christopher Longo
Subject: Fwd: Exit 10

Donald P Larned
William M Larned & Sons
518-526-8610 Cell
518-374-6961 Office

From: McCredy, Ross S (DEC) <Ross.McCredy@dec.ny.gov>
Sent: Sunday, March 20, 2022 11:42:52 AM
To: D Larned <dlarned@wmlarned.com>
Subject: Re: Exit 10

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Donald,

was passed along your message from Jon Whitcomb. The virgin brown clay being used as fill would be considered an exempt material under our Part 360 regulations, so nothing would be needed on our end. Thanks for checking with us though, we appreciate it.

Patrick Connally covers Rensselaer County Permits if you have any additional questions regarding permits. His contact is Patrick.connally@dec.ny.gov

Thanks,

Ross McCredy

Engineering Geologist, Division of Materials Management

New York State Department of Environmental Conservation

1130 N. Westcott Road, Schenectady, NY 12306

P: (518) 357-2391 | F: (518)357-2398 | Ross.McCredy@dec.ny.gov

www.dec.ny.gov |  | 

From: D Larned <dlarned@wmlarned.com>
Sent: Thursday, March 17, 2022 10:38 AM

Christopher Longo

From: D Larned <dlarned@wmlarned.com>
Sent: Sunday, March 20, 2022 11:44 AM
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William M Larned & Sons
518-526-8610 Cell
518-374-6961 Office

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Ross McCredy

Engineering Geologist, Division of Materials Management

New York State Department of Environmental Conservation

1130 N. Westcott Road, Schenectady, NY 12306

P: (518) 357-2391 | F: (518)357-2398 | Ross.McCredy@dec.ny.gov

www.dec.ny.gov |  | 

From: D Larned <dlarned@wmlarned.com>
Sent: Thursday, March 17, 2022 10:38 AM



SITE DEVELOPMENT PERMIT APPLICATION

Town of Schodack
Building Department
Town Hall 3rd Floor, 265 Schuurman Rd.
Castleton, NY 12033

Town Supervisor
David B. Harris

Phone (518) 477-7940
Fax (518) 477-7983
www.schodack.org

Permit No. _____

APPLICATION IS HEREBY MADE to the Building Department for the issuance of a Site Development Permit for alteration of existing land, as herein described. The applicant or owner agrees to comply with all applicable laws, ordinances, regulations and all conditions expressed on this application which are part of these requirements, and also will allow inspectors to enter the premises for the required inspections.

APPROVED / DENIED

OFFICE USE ONLY

ADDRESS OF SUBJECT PROPERTY

171 Miller Road Castleton NY 12033
Number Street City State Zip

Tax Map No. (Required - This can be found on your Tax Bill) 178.-4-55.2

Zoning District R-40 Lot Size 6.66 Ac Occupancy Classification Res Commercial Residential

Specify Work To Be Done Filling & Grading

Existing Use Residential Intended Use Residential

Applicants Name Glenn Galkiewicz E-Mail ggalkiewicz@leroyholding.com

Address 171 Miller Road Castleton NY 12033
Number Street City State Zip

Phone (Home) 518-477-5100 (Cell) 518-429-0463 (Fax)

Property Owner(s) Name Same as applicant E-Mail

Address _____
Number Street City State Zip

Phone (Home) _____ (Cell) _____ (Fax) _____

General Contractor WM Larned & Son E-Mail DLarned@wmlarned.com

Address 544 Burdeck St Schenectady NY 12306
Number Street City State Zip

Phone (Work) 518-374-6961 (Cell) 518-526-8610 (Fax)

THE GENERAL CONTRACTORS CURRENT CERTIFICATE OF WORKERS COMPENSATION (form C-105.2, U26.3 or CE-200) AND GENERAL LIABILITY INSURANCE (ACCORD Form) ARE REQUIRED TO BE ON FILE (Town of Schodack must be certificate holder) WITH THIS OFFICE PRIOR TO ISSUANCE OF A BUILDING PERMIT

IF WORK IS DONE BY THE HOME OWNER, THIS OFFICE REQUIRES A COPY OF THE DECLARATION PAGE FROM THE HOME OWNERS INSURANCE POLICY

OFFICE USE ONLY

Fee Amount \$ _____ Date Paid / Check Number _____

Application of _____ Dated _____

Is hereby Approved Denied

Reason for DENIAL of permit _____

Proposed Use _____

_____ Date _____ Code Enforcement Official _____

THIS PERMIT EXPIRES (6) SIX MONTHS FROM DATE ISSUED



1175 Hoosick Road, Troy, NY 12180
Phone: 518-279-3967 Fax: 518-279-3968

An E.E.O. Employer
rifenburgcontractingcorp.com

"Our Mission is to Safely and Productively deliver the highest Quality solutions to our clients"

March 18, 2022

Don Larned
William M. Larned & Sons, Inc
544 Burdeck Street
Schenectady, NY 12306

Don:

Rifenburg Contracting Corp. (RCC) is working on an approved construction project located at 125 Vista Boulevard, Slingerlands, NY 12159. As part of this project excavation is required to meet the proposed grades which results in an export of onsite material. We are hauling off this material which consists of brown clay with no known contaminants.

If you need any other information please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read 'Patrick McCarthy', written over a horizontal line.

Patrick McCarthy
Rifenburg Contracting Corp

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/04/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC 855 Route 146 , Suite 235 Clifton Park, NY 12065 518 514-3620	CONTACT NAME: PHONE (A/C, No, Ext): 518 514-3620 FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Unlon Insurance Company 25844 INSURER B : Acadia Insurance Company 31325 INSURER C : INSURER D : INSURER E : INSURER F :
--	---

INSURED
 William M. Larned & Sons, Inc.
 544 Burdeck St.
 Schenectady, NY 12306


COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	CPA5403075	10/01/2021	10/01/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> Comp \$1,000 <input checked="" type="checkbox"/> Coll \$1,000	X	X	CAA5403076	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000	X	X	CUA549434510	10/01/2021	10/01/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below N / A						
A	Scheduled Equip Rented Equipment Special Form ACV			CPA5403075 CPA5403075	10/01/2021 10/01/2021	10/01/2022 10/01/2022	\$1,764,000 \$275,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 To the extent provided by the following forms/endorsements:

GENERAL LIABILITY:
 CL CG 04 93 10 18-General Liability Ultra Plus Endorsement-New York
 --Miscellaneous Additional Insureds, when required by fully executed, written contract or agreement,
 (See Attached Descriptions)

CERTIFICATE HOLDER Town of Schodack, New York 265 Schuurman Road Castleton, NY 12033	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---



2022-15

MAINTENANCE AGREEMENT

Table with columns for BILL TO 443753 and SHIP TO 443753, including fields for Company, Purchaser, Address, City, ST, Zip, and Phone / Fax.

Table with columns: Salesperson, Purchase Order, Billing Cycle Preference (Annual), Customer Type (Existing), Begin Date (4/15/2022), End Date (4/14/2023).

Main equipment table with columns: Equipment, Description, Serial #, Rate Type, Volume/Yr, Overage Rate/Page, Base Rate/Billing Cycle.

Table with three sections: Equip. Maint. & Supplies Includes, Equip. Maint. Only Includes, Fax/Printer Agreement Includes.

Form with checkboxes for Upgrade, Remove Current Equipment, Change Current Contract, and Machine ID#.

Connectivity Maintenance Agreement section with checkboxes for various setup services.

Signature section for ACCEPTED EASTERN COPY PRODUCTS, LLC. and BUYER.

IN CONSIDERATION THEREOF, BUYER promises to pay to Eastern Copy Products, 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



2022-159

MAINTENANCE AGREEMENT

BILL TO 443753				SHIP TO 443753			
Company Purchaser Address Address2 City, ST, Zip Phone / Fax	SCHODACK TOWN HALL			Company Key Operator Address City, ST, Zip Delivery Date Phone / Fax			
	265 SCHJURMAN ROAD				Assessors Office		
	CASTLETON, NY 12033						
	518.477.7590						

Salesperson	Purchase Order	Billing Cycle Preference	Customer Type	Begin Date	End Date
		Annual	Existing	4/15/2022	4/14/2023

Equipment	Description	Serial #	Rate Type	Volume/Yr	Overage Rate/Page	Base Rate/Billing Cycle
X5225	Xerox 5225	KBM528682	Black&White	12,000	0.04500	\$577.50
	ID #973CH		Color			
			Black&White			
			Color			
			Black&White			
			Color			
			Black&White			
			Color			
			Black&White			
			Color			
			Black&White			
			Color			
			Black&White			
			Color			
			Black&White			
			Color			
Shipping and Handling \$						

<input checked="" type="radio"/> Equip. Maint. & Supplies Includes		<input type="radio"/> Equip. Maint. Only Includes		<input type="radio"/> Fax/Printer Agreement Includes	
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 or</i>	3. Prevent. Maint. (no supplies)	
4. Filters	<i>paper, labels, staples or</i>	4. Fuser Oil	<i>transparencies, drums, toner</i>	4. Does not include:	
5. Parts	<i>transparencies, IT Labor</i>	5. Webs	<i>and developer, IT Labor</i>	<i>paper, labels, staples, transparencies, toner / cartridges, IT Labor</i>	

Must Be Completed

Upgrade	<input type="checkbox"/> YES <input type="checkbox"/> NO
Remove Current Equipment	<input type="checkbox"/> YES <input type="checkbox"/> NO
Change Current Contract	<input type="checkbox"/> YES <input type="checkbox"/> 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 COPY PRODUCTS, LLC.		BUYER:		Date
By: Colleen Trimarchi	Title Admin	By:		Title
AUTHORIZED SIGNER		Name (print)		
Date: 3/17/22				

IN CONSIDERATION THEREOF, BUYER promises to pay to Eastern Copy Products, 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

2022-160

Estimate

Stump Wrecker

www.stumpwreker.com

(518) 301-4186

TheStumpWrecker@gmail.com



Date
3-26-2022

Estimate #
222603

Customer/Billing Information

Town of Schodack

265 Schuurman Rd.

Castleton on Hudson NY 12033

(518) 477-7918

Project Information/Location

Dawne Kelly

265 Schuurman Rd.

Castleton on Hudson NY 12033

(518) 477-7923

Dawne.kelly@schodack.org

<u>Quantity</u>	<u>Description</u>	<u>Rate</u>	<u>Amount</u>
27	Grind stumps 4"-6" below grade, various locations throughout the property.	\$50.00	\$1,350.00
0	Clean up and dispose of debris (N/A)		\$0.00
0	Topsoil and grass seed (N/A)		\$0.00

Areas will be left to a rake clean finish. Holes will be filled in with dirt/woodchip mixture. Any debris left will be put in neat piles.

Subtotal	\$1,350.00
Tax @ 8%	\$108.00
TOTAL	\$1,458.00



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

STANDARD TERMS AND CONDITIONS OF AGREEMENT

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

Initial: _____



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

This Services agreement is made on the 1st day of January 2022 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, 2022 for a period of one year(s) and end effective December 31, 2022 for the total sum of \$3,900.00. 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: _____



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

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)

Inspection of system(s) are to be performed at 60-90 day intervals as per NYS Law (Must be checked to be included)

Annual compliance review is required by November 1st of each year. Compliance reviews will be completed at time of customer request. A

Initial: _____

2022-165
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Dawne Kelly

From: Charles Peter
Sent: Wednesday, March 23, 2022 1:46 PM
To: Dawne Kelly
Subject: FW: Little Library

From: Clare <cfabozzi@nycap.rr.com>
Sent: Wednesday, March 23, 2022 12:38 PM
To: Charles Peter <charles.peter@schodack.org>
Subject: Little Library

Hi Charles,

I have attached a few pictures of little library ideas. The one my husband builds will be similar to one of these. It will have a shingled roof, one shelf to accommodate two rows of books, ventilation holes in the bottom to minimize moisture, a plexiglass door for safety, and a magnetic closure.

It would stand on a 4x4 pressure treated post secured in concrete as we discussed.

I thought a small plaque with "Schodack Children's Sharing Library" would be appropriate.

My husband and I will gladly cover all the building costs as a donation to our community.

I am eager to hear from you after the board meeting, so we can move forward with this project.

Thank You,

Clare Fabozzi

