

5

SCHEDULE 'A'

DESCRIPTION OF ROAD RIGHT-OF-WAY

'POND VIEW'

TOWN OF SCHODACK COUNTY OF RENSSELAER

STATE OF NEW YORK

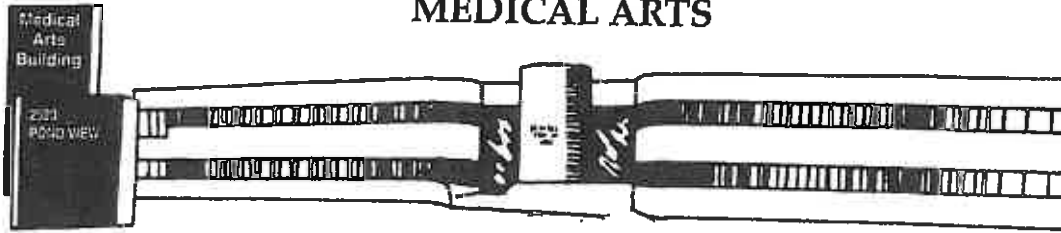
JUNE 5, 1990

All that tract, piece and parcel of land situate, lying and being in the Town of Schodack, County of Rensselaer, State of New York, and more particularly bounded and described as follows:

Commencing at a point located on the northerly right-of-way line of Miller Road, said point being the southeasterly most corner of the Lands n/f of Schewe, Liber 932, Page 473, said point being the southwesterly most corner of the lands of the Schodack Professional Group, Inc. (Liber 1581, Page 259). From said point run along the said northerly right-of-way line of Miller Road, N72°-00'-48"E, a distance of 18.77 feet to a point, said point being the southwesterly most corner of, and the point-of-beginning of the herein to be described 'POND VIEW' Right-Of-Way.


From said point-of-beginning run the following thirteen courses through the said Lands of the Schodack Professional Group, Inc., (1) N17°-59'-12"W, a distance of 188.76 feet to a point; (2) Thence run by a curve to the right having a chord bearing of N05°-49'-45"W, a chord length of 139.00 feet, a radius of 330.00 feet, a central angle of 24°-18'-54" and an arc length of 140.04 feet to a point; (3) Thence run, N06°-19'-42"E, a distance of 328.57 feet to a point; (4) Thence run by a curve to the right having a chord bearing of N36°-05'-43"E, a chord length of 278.03 feet, a radius of 280.00 feet, a central angle of 59°-32'-02" and an arc length of 290.94 feet to a point; (5) Thence run, N65°-51'-44"E, a distance of 226.82 feet to a point; (6) Thence run by a curve to the left having a chord bearing of N41°-01'-20"E, a chord length of 21.00 feet, a radius of 25.00 feet, a central angle of 49°-40'-47" and an arc length of 21.68 feet to a point; (7) Thence run by a curve to the right having a chord bearing of S24°-08'-16"E, a chord length of 77.65 feet, a radius of 60.00 feet, a central angle of 279°-21'-34" and an arc length of 292.54 feet to a point; (8) Thence run by a curve to the left having a chord bearing of N89°-07'-52"W, a chord length of 21.00 feet, a radius of 25.00 feet, a central angle of 49°-40'-47" and an arc length of 21.68 feet to a point; (9) Thence run, S65°-51'-44"W, a distance of 226.82 feet to a point; (10) Thence run by a curve to the left having a chord bearing of S36°-05'-43"W, a chord length of 218.45 feet, a radius of 220.00 feet, a central angle of 59°-32'-02" and an arc length of 218.45 feet to a point; (11) Thence run, S06°-19'-42"W, a distance of 328.57 feet to a point; (12) Thence run by a curve to the left having a chord bearing of S05°-49'-45"E, a chord length of 113.72 feet, a radius of 270.00 feet, a central angle of 24°-18'-54" and an arc length of 114.58 feet to a point, (13) Thence run, S17°-59'-12"E, a distance of 204.57 feet to a point, said point located on the westerly line of the Lands n/f of Finkle, (Liber 951, Page 192); Thence run along the said westerly

**POND VIEW
MEDICAL ARTS**



**P.O. Box 213
2500 Pond View
Castleton, New York 12033**

TO: Rob Adams, Esq. (518) 479-2000 • FAX: (518) 479-3242

FROM: Jim Morrell 

DATE: 1/21/02

RE: Transfer of Pond View Road to Town of Schodack

Following are items from my files regarding the preparation for transfer of the Pond View Road to the Town of Schodack. Included are:

1. The original property description for the right-of-way land.
2. Plot plan of right-of-way.
3. Copy of Clough, Harbour & Associates 7/31/91 letter (they are Town engineers) regarding their inspection of the completed road.
4. Copy of letter 11/29/90 from Town Supervisor asking for road bond.
5. Copy of Aetna road bond issued 11/30/90 in accordance with Town request.
6. Copy of road bond re-issued 8/15/91. This road bond was re-issued again in 1992 and 1993.

If you need any additional information, please call me.

- 3.2. Specific curb repair is required at the intersection of Pond View and Leiden Drive, left side of Leiden Drive (looking west into Leiden Drive.)
4. Utility structure frames:
 - 4.1. Valve boxes are required to be reset flush with the final finish paved surface. An option to resetting that was found acceptable by the Town was the use of valve box riser inserts
 - 4.2. As catch basin frames are close to flush now the addition of final paving without resetting the frames was deemed acceptable.
5. Final asphalt surface:
 - 5.1. A final top course of NYS DOT Specifications Type 6 asphalt top course with an in place compacted thickness of 1 ½" is required.
 - 5.2. Existing surfaces to receive the top shall be cleaned and tack coated.
 - 5.3. Paving operation shall be in accordance with the NYS DOT specifications within the allowable operational conditions.
6. Landscaping:
 - 6.1. Seventeen trees are required within the center landscaped center traffic islands of the boulevard. Currently there are six missing or dead trees that need to be replaced/installed.
7. Drainage structures:
 - 7.1. Catch basins sumps shall be cleaned out after final paving operations, after landscaping has been completed and stabilized and prior to road acceptance.

The project should present a rehabilitation plan with specific details on repair including an estimated project schedule. A 12 month maintenance bond will be required to be provided to the Town upon road acceptance.

Please see the enclosed photographic documentation that was performed upon the completion of the road mark-out. Please do not hesitate to call with any questions or comments you may have.

Very truly yours,
LABERGE GROUP

By: _____
Philip E. Koziol, P.E.
Project Manager

PEK: ahb

C: Dennis Dowds, Supervisor
Town Board Members
Ken Holmes, Superintendent of Highways
Morgan Ruthman, The Spinney Group



June 8, 2017
VIA E-MAIL & MAIL

Ms. Nadine Fuda, Stormwater Management Officer
Planning and Zoning Department
Town of Schodack
265 Schuurman Road
Castleton, New York

Re: **Pond View Road Pre-Acceptance Review
Spinney @ Pond View
SPB No. 72-2005
Town of Schodack, New York**

Dear Ms. Fuda:

The following is a summary of our site assessment of Pond View Road at the Spinney from our meeting May 24, 2017. Areas of the road requiring rehabilitation prior to final paving and acceptance of the road by the Town were delineated by white paint markings. Pavement rehabilitation required has been broken down in the following general categories with details regarding each category below:

1. Spot areas of pavement failure:
 - 1.1. These areas require a full depth repair consisting of pavement saw cutting to create clean edges, removal of asphalt material and subbase material and the replacement of same to original design standard.
 - 1.2. An alternative approach was discussed consisting of milling the distressed areas of pavements and with the Town making further assessment as to whether or not each spot of pavement failure was limited to top course failure (eg: delamination and without subbase failure). If subbase failure was found then subbase repairs would be made prior to the placement of a new top course.
 - 1.3. An additional approach suggested was to mill the entire road, perform spot repairs on the subbase as needed and place the final top course of asphalt pavement.

The developer should identify their plan of action per the options above and notify the Town and this office in writing.

2. Prior pavement saw cut lines and asphalt block cracking:
 - 2.1. Numerous cracks are required to be routed out, cleaned out, tack coated and packed with asphalt filler prior to final top asphalt course placement.
3. Wing curb improvements:
 - 3.1. Curb radii improvements are required at select center island breaks where there is evidence of traffic encroachment and poor drainage. This would required saw cutting pavements, full depth repairs and placement of new pavements and curb.

DESCRIPTION OF ROAD RIGHT-OF-WAY - "POND VIEW"
TOWN OF SCHODACK, NEW YORK

JUNE 5, 1990
SHEET 2

line of the Lands n/f of Finkle, S25°-00'-48"W, a distance of 1.70 feet to a point, said point located on the said northerly right-of-way line of Miller Road; Thence run the following two courses along the said northerly right-of-way line of Miller Road, (1) N89°-59'-12"W, a distance of 55.17 feet to a point; (2) Thence run, S72°-00'-48"W, a distance of 6.37 feet to a point, said point being the said southwesterly most corner of, and the said point-of-beginning for the herein described "POND VIEW" Right-Of-Way.

Said "POND VIEW" Right-Of-Way contains 80,139.256 square feet = 1.840 acres, more or less.

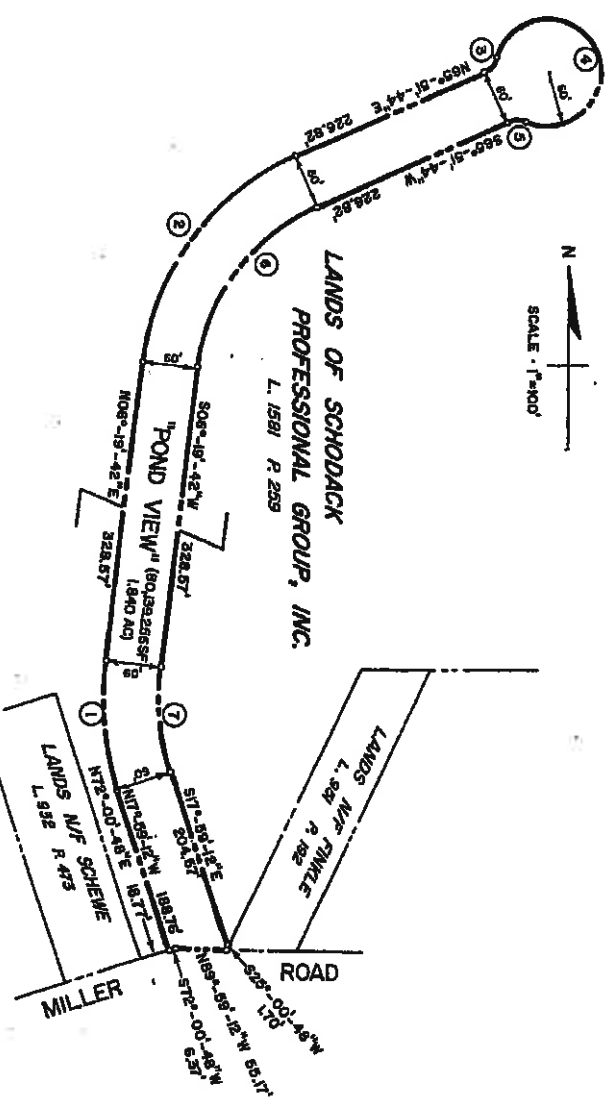
CURVE DATA

NO.	CHORD BEARING	CHORD DISTANCE	ARC BEARING	TANGENT BEARING	PIE	CENTRAL ANGLE
1	230.00°	102.41'	123.00°	71.89°	140.04'	24°-21'-57"
2	230.00°	102.41'	123.00°	71.89°	140.04'	24°-21'-57"
3	230.00°	102.41'	123.00°	71.89°	140.04'	24°-21'-57"
4	230.00°	102.41'	123.00°	71.89°	140.04'	24°-21'-57"
5	230.00°	102.41'	123.00°	71.89°	140.04'	24°-21'-57"
6	230.00°	102.41'	123.00°	71.89°	140.04'	24°-21'-57"
7	230.00°	102.41'	123.00°	71.89°	140.04'	24°-21'-57"
8	230.00°	102.41'	123.00°	71.89°	140.04'	24°-21'-57"
9	230.00°	102.41'	123.00°	71.89°	140.04'	24°-21'-57"
10	230.00°	102.41'	123.00°	71.89°	140.04'	24°-21'-57"



**MAP OF
"POND VIEW"
ROAD RIGHT-OF-WAY
TOWN OF SCHODACK
COUNTY OF
STATE OF NEW YORK**

JUNE 5, 1990



SPG and MRPG, their successors and/or assigns, for the pro rata capital charges paid by such additional commercial users.

4. **Application of Grant Proceeds.** Schodack agrees to apply any and all grant proceeds obtained for construction of the Project to repayment of the indebtedness described in Paragraph 3 hereinabove, including but not limited to U.S. Department of Housing and Urban Development Fiscal Year 1998-1999 Small Cities Community Development Block Grant proceeds.

5. **Dedication of Pond View Road.** Schodack shall accept Pond View Road as a Town road upon the following conditions:

a. Certification by Clough, Harbour and Associates, Town Engineer for Schodack, that construction of the subject public water supply improvements and sewer collection improvements on the lands of SPG and MRPG are substantially complete;

b. Certification by Clough, Harbour and Associates, Town Engineer for Schodack, that a top course has been constructed on Pond View Road in accordance with Town specifications; and

c. In accordance with Section 188-30(D) of the Code of the Town of Schodack, SPG and MRPG shall post a maintenance bond or letter of credit in an amount acceptable to the Town Engineer for a one-year maintenance period after acceptance of Pond View Road as a Town road. The maintenance bond or letter of credit shall be in a form acceptable to the Schodack Town Attorney.

6. **Miscellaneous Provisions.**

Schodack agrees that the construction of the Project and water and sewer improvements pursuant to this Agreement do not constitute Improvements of the lands of SPG or MRPG which increase the assessed value of said real property for real property tax purposes. Schodack agrees that changes in the real property tax status and assessment of the property will be limited to changes described in the March 11, 1999 letter of Francis H. Curtis, Assessor attached hereto and made a part hereof as Attachment "A".

No assignment by a party of any rights or interests in this Agreement will be binding on another party hereto, without the written consent of the party sought to be bound; and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement. This agreement shall be

**AGREEMENT TO CONSTRUCT
PUBLIC WATER SUPPLY IMPROVEMENTS AND
SEWER COLLECTION IMPROVEMENTS**

THIS AGREEMENT, made the 28th day of April 1999 by and between the TOWN OF SCHODACK, ~~RENSSELAER COUNTY, NEW YORK,~~ ("Schodack"), with offices at 1777 Columbia Turnpike, Castleton, New York 12033, SCHODACK PROFESSIONAL GROUP, ("SPG"), with offices at 2500 Pond View, Castleton, New York 12033 and MILLER ROAD PROFESSIONAL GROUP, ("MRPG"), with offices at 2500 Pond View, Castleton, New York 12033.

WHEREAS, Schodack intends to extend public water supply improvements and sewer collection improvements from the Town of East Greenbush, along Routes 9 & 20, Miller Road to the Pond View Medical Arts facility, and from Miller Road to Kraft Road in the Town of Schodack, as shown on approved plans and specifications entitled "Water and Sewer Improvement Project for Miller Road and Kraft Road", dated October, 1997 with a revised date of August, 1998, prepared by Brewer Engineering (hereinafter the "Project"); and

WHEREAS, improvements constructed as part of the Project will serve real properties located in Schodack Water District 5 and Schodack Sewer District 6; and

WHEREAS, SPG and MRPG wish to have public water supply improvements and sewer collection improvements constructed on the lands of SPG and MRPG, which lands are north of Miller Road and within Schodack Water District 5 and Schodack Sewer District 6 and within the private roadway known as Pond View Road; and

WHEREAS, in or about 1991, the Town Engineer for Schodack determined that, with the exception of a top course, Pond View Road has been constructed in accordance with Town specifications; and

WHEREAS, Schodack, SPG and MRPG entered into negotiations for the construction of such water supply improvements and sewer collection improvements.

NOW, THEREFORE, the parties hereby agree as follows:

1. **Construction of Water and Sewer Improvements.** Schodack agrees to construct public water supply improvements and sewer collection improvements on real property owned by SPG and MRPG in accordance with the approved plans

binding upon the heirs, successors, executors, and administrators of the respective parties hereto.

Any provision or part of this Agreement held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties.

The laws of the State of New York shall govern this Agreement.

IN WITNESS WHEREOF, the parties have executed this instrument.

TOWN OF SCHODACK

By: Joseph A. McCabe
Supervisor

ATTEST:

Donna L. Genlin
Town Clerk

SCHODACK PROFESSIONAL GROUP

By: Angel B. Millora
Angel B. Millora, President

MILLER ROAD PROFESSIONAL GROUP

By: [Signature]
Partner

October 4, 2001

Hon. Eileen Natoli
Supervisor, Town of Schodack
1777 Columbia Turnpike
Castleton, New York 12033

Dear Eileen:

The Miller Road Professional Group (owners of the Pond View Medical Building) and the Schodack Professional Group, Inc. (owners of the land) respectfully request that the Town take Pond View Road as a Town road in accordance with the Agreement executed in 1999. The only remaining item, according to the Agreement, was certification that the road's top course was installed in accordance with Town specifications. At the time of its application in 1992, the Town Highway Department reviewed the plans and made numerous inspections during its application. Some revisions to the area around two of the storm drains along the main road section were also done at that time in accordance with a request by the Town Highway Department. We also took out a maintenance bond in accordance with Town wishes. The bond was renewed for three consecutive years (through Amsure Insurance). The form of the bond had been specified by the Town.

Please let us know if you need additional information or action by our groups. Thank you in advance for your assistance.

Sincerely,

James K. Morrell
Manager

CLOUGH, HARBOUR & ASSOCIATES

ENGINEERS, SURVEYORS & PLANNERS

ALBANY & ROCHESTER, NEW YORK • HARTFORD, CONNECTICUT

MEMBERS

AL HARBOUR, PE
ARNO B. BOVEE, PE
ROY V. PATCHOLD, PE
THOMAS L. HEBNOR, PE
EFFREY R. MOLT, P.E., C.P.S.
WILLIAM E. LUCARELLI, PLS
RAYMOND J. RILMANOWSKI, PE
JAMES D. RYAN, PE

RONALD J. CLOUGH, PE
(1928 - 1990)

July 31, 1991

ASSOCIATES

ROONEY A. BASCOM, PE
CHARLES L. BURNS, PE
PETER M. CONWAY, L.A.
WAYNE L. DEYETTE, PLS
PETER FAITH, PE
RAYMOND M. BARDESKI, PE
DENNIS J. MILTON, PE
RICHARD M. LOEWENSTEIN, PE
MARTIN G. MITCHELL, PE
THOMAS L. O'BRIEN, PE
PHILIP J. PEARSON, PLS
RAYMOND L. RUDOLPH, JR., PE
SHAWN H. VOLTMAN, PE
THOMAS J. WOLANSKI, PE

COMPTROLLER

DAVID R. WAHRLON, C.P.A.

DR. PROJ. DEVELOP.

RAYMOND J. KINLEY, JR.

SERVICE GROUP MANAGER

DAVID G. KELLY

Ms. Edna Biel
Director of Planning
Town of Schodack
1777 Columbia Turnpike
Castleton, New York 12033

RE: POND VIEW ROADWAY INSPECTION
CHA FILE: 1566.01.10

Dear Edna:

Based upon our most recent inspection, it is our opinion that Pond View has been constructed in conformance with Town Standards, except as modified by the Town, and is suitable for acceptance should the Town Board so desire.

Please note that the punch list items from our previous correspondence have been satisfied, and that the Planning Board Attorney has rendered an opinion that this road installation should be governed by the "old" regulations. As such, the only remaining items are a recommendation from the Planning Board, and the \$10,000 Performance Bond. Finally, the Planning Board Attorney should confirm the acceptance of the deed for the roadway since we have not reviewed this document.

Very truly yours,

CLOUGH, HARBOUR & ASSOCIATES
ENGINEERS, SURVEYORS & PLANNERS

Raymond L. Rudolph, Jr.
Raymond L. Rudolph, Jr., P.E.
Associate

RLR:cjn
1566-C.1

cc: J. Nelson
S. Somers
R. Angelini
J. Morrell

pkp 8-5-91
7-31-91
Nelson
Angelini
Somers
Morrell

La

*Schodack
Bldg. permit file*



Town of Schodack

TOWN HALL
1777 COLUMBIA TURNPIKE
CASTLETON, NEW YORK 12033

JOHN A. NELSON
SUPERVISOR

TELEPHONE (518) 477-7918

MEMORANDUM

TO: Dr. Jose F. Nebres, Chair Executive Committee
FROM: John A. Nelson, Supervisor *JAN*
DATE: November 29, 1990
Re: Permit Bond

In accordance with Clough Harbour & Associates' recommendation per letter of June 28, 1990, please forward a Permit Bond in the amount of \$5000.00 guaranteed by the Miller Road Professional Group and for the benefit of the Town of Schodack, to cover landscaping requirement on your building site at Miller Road.

The Bond should be valid for a term of a maximum of three years (Bond can be released prior to that time based on inspection and release by the Town).

Upon receipt of this Bond the Town will issue the final building permits.



Re Schodack presents

THE AETNA CASUALTY AND SURETY COMPANY
Hartford, Connecticut 06115

BOND NO. 10 S 100672131 BCA

KNOW ALL MEN BY THESE PRESENTS, That we MILLER ROAD PROFESSIONAL GROUP, c/o 770 Central Avenue, Albany, New York 12206 as Principal, and the AETNA CASUALTY AND SURETY COMPANY OF HARTFORD, CONNECTICUT, as Surety, are held and firmly bound unto the TOWN OF SCHODACK, Town Hall, 1777 Columbia Turnpike, Castleton, New York 12033 in the aggregate sum of FIVE THOUSAND AND NO/100----(\$5,000.00) Dollars, lawful money of the United States of America, to be paid to the said TOWN OF SCHODACK, or its certain attorneys or assigns, which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors, administrators, successors and assigns, and each and every one of them jointly and severally, firmly by these presents.

Sealed with our seals and dated this 30th day of NOVEMBER, 1990.

WHEREAS, the above bounden, MILLER ROAD PROFESSIONAL GROUP is about to obtain the consent and permission of the TOWN OF SCHODACK to do landscaping work within the TOWN OF SCHODACK in the manner and under the conditions prescribed by the said TOWN OF SCHODACK.

NOW, THEREFORE, the conditions of this obligation is such, that if the above bounden MILLER ROAD PROFESSIONAL GROUP shall well and truly keep and bear harmless and indemnify the said TOWN OF SCHODACK from all costs, loss or damage which it may sustain or become liable for on account of any accident or otherwise, directly or indirectly by reason of the work performed, then this obligation to be void, otherwise to remain in full force and virtue.

This bond is effective as of NOVEMBER 30, 1990.

MILLER ROAD PROFESSIONAL GROUP

By: *Spe F. Kilbr*

*Chair, Executive Committee
Miller Road Prof. Group*

THE AETNA CASUALTY AND SURETY COMPANY

By: *Carol Aldrich*

Carol Aldrich, Attorney-in-Fact

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, THAT THE AETNA CASUALTY AND SURETY COMPANY, a corporation duly organized under the laws of the State of Connecticut, and having its principal office in the City of Hartford, County of Hartford, State of Connecticut, hath made, constituted and appointed, and does by these presents make, constitute and appoint M. Keyes, Guy Alonge, Donna L. Sharpe or Carol Aldrich - -

of Albany, New York, its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, or, if the following line be filled in, within the area there designated the following instrument(s): by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any and all consents incident thereto

and to bind THE AETNA CASUALTY AND SURETY COMPANY, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of THE AETNA CASUALTY AND SURETY COMPANY, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Company which Resolutions are now in full force and effect:

VOTED: That each of the following officers: Chairman, Vice Chairman, President, Any Executive Vice President, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, may from time to time appoint Resident Vice Presidents, Resident Assistant Secretaries, Attorneys-in-Fact, and Agents to act for and on behalf of the Company and may give any such appointee such authority as his certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors may at any time remove any such appointee and revoke the power and authority given him.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the Chairman, the Vice Chairman, the President, an Executive Vice President, a Senior Vice President, a Vice President, an Assistant Vice President or by a Resident Vice President, pursuant to the power prescribed in the certificate of authority of such Resident Vice President, and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary or by a Resident Assistant Secretary, pursuant to the power prescribed in the certificate of authority of such Resident Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact pursuant to the power prescribed in his or their certificate or certificates of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile under and by authority of the following Standing Resolution voted by the Board of Directors of THE AETNA CASUALTY AND SURETY COMPANY which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: Chairman, Vice Chairman, President, Any Executive Vice President, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, THE AETNA CASUALTY AND SURETY COMPANY has caused this instrument to be signed by its Assistant Vice President, and its corporate seal to be hereto affixed this 24th day of May, 19 90



THE AETNA CASUALTY AND SURETY COMPANY By Joseph P. Kiernan Assistant Vice President

State of Connecticut } ss. Hartford County of Hartford }

On this 24th day of May, 19 90, before me personally came JOSEPH P. KIERNAN Assistant Vice President of THE AETNA CASUALTY AND SURETY COMPANY, the corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the corporation by authority of his/her office under the Standing Resolutions thereof. CERTIFICATE FILED IN OFFICE OF ATTORNEY GENERAL, CAPITOL, ALBANY, N.Y.



George A. Perry, Jr. My commission expires March 31, 19 91 Notary Public

CERTIFICATE

I, the undersigned, Secretary of THE AETNA CASUALTY AND SURETY COMPANY, a stock corporation of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Board of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut. Dated this 30th day of November, 19 90



John W. Welch, Secretary



THE AETNA CASUALTY AND SURETY COMPANY
Hartford, Connecticut 06156

ATTORNEY - IN - FACT JUSTIFICATION

PRINCIPAL'S ACKNOWLEDGMENT—IF A CORPORATION

State of New York, County of _____ } ss.
On this _____ day of _____, 19____, before me personally appeared
to me known, who, being by me duly sworn, deposes and says: That he/she resides in the City of
that he/she is the _____ of
the corporation described in and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to
said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her
name thereto by like order.

PRINCIPAL'S ACKNOWLEDGMENT—IF INDIVIDUAL OR FIRM

State of New York, County of Albany } ss.
On this 30th day of November, 1992, before me personally appeared JOSE F. NEBRES
to me known to be (the Individual) (one of the firm of MILWAUKEE ROAD PROFESSIONAL GROUP) described in and who ex-
ecuted the within instrument, and he/she thereupon duly acknowledged to me that he/she executed the same (as the act and deed of said firm).

SURETY COMPANY'S ACKNOWLEDGMENT

JAMES K. MORRELL
Notary Public, State of New York
Residing in Albany County
My Commission Expires March 30, 1992 2/23/92

State of New York, County of ALBANY } ss.
On this 30th day of November, 19____, before me personally appeared Carol Aldrich
to me known, who, being by me duly sworn, did depose and say: That he/she resides in the City of Albany, NY;
that he/she is Attorney-in-Fact of THE AETNA CASUALTY AND SURETY COMPANY, the corporation described in and which executed the within
instrument; that he/she knows the corporate seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so
affixed by him/her and that he/she signed said instrument as Attorney-in-Fact by authority of the Board of Directors of said Company; and affiant
did further depose and say that the Superintendent of Insurance of the State of New York has, pursuant to Chapter 882 of the Laws of the State
of New York for the year 1939, constituting Chapter 28 of the Consolidated Laws of the State of New York known as the Insurance Law as
amended, issued to THE AETNA CASUALTY AND SURETY COMPANY his/her certificate that said Company is qualified to become and be ac-
cepted as surety or guarantor on all bonds, undertakings, recognizances, guaranties, and other obligations required or permitted by law; and that
such certificate has not been revoked.

DONNA L. SHARPE
Notary Public, State of New York
Qualified in Schenectady County
No. 4850071
Commission Expires Jan. 13, 1992

Donna L. Sharpe
Notary Public

(Use alone, or with S-1921 (M),
S-1922 (M), or S-1923 (M))
(S-1878-G) (M) 3-78

PRINTED IN U.S.A.

THE AETNA CASUALTY AND SURETY COMPANY
HARTFORD, CONNECTICUT 06156
FINANCIAL STATEMENT AS OF December 31, 1989
AS FILED WITH THE INSURANCE DEPT. OF THE STATE OF NEW YORK
CAPITAL STOCK \$ 25,000,000

ASSETS		LIABILITIES	
Cash	\$ 451,564,703	Unearned premiums	\$ 1,479,579,320
Bonds	5,006,324,178	Losses	6,248,714,973
Stocks	2,447,768,182	Loss adjustment expenses	1,253,801,094
Mortgage Loans	2,113,997,064	Accrued expenses and other liabilities	785,980,674
Real Estate	66,818,541	Federal income taxes	
Investment income due and accrued	124,340,081	Reserve for reinsurance in companies not authorized in New York	183,764,282
Premium balances	807,586,592	Total Liabilities	\$ 9,951,840,343
Other assets	1,401,079,903		
Federal Income Tax Recoverable	37,880,000	Surplus Funds	42,643,335
		Capital Stock	25,000,000
		Paid in surplus	1,129,055,708
		Other surplus	1,308,819,858
		Surplus to policyholders	2,505,518,901
Total Assets	\$ 12,457,359,244	Total	\$ 12,457,359,244
Securities carried at \$ 119,627,483			

in above statement are deposited with public authorities, as required by law.



THE STANDARD FIRE INSURANCE COMPANY
Hartford, Connecticut 06156

Bond No. 10S100710493 BCS

KNOW ALL MEN BY THESE PRESENTS:

That, MILLER ROAD PROFESSIONAL GROUP, Schodack, New York as Principal, hereinafter called Contractor, and THE STANDARD FIRE INSURANCE COMPANY, as Surety, hereinafter called Surety, are held and firmly bound unto TOWN OF SCHODACK, Town Hall, Schodack, New York as Obligee, hereinafter called Owner, in the penal sum of TEN THOUSAND AND NO/100-----(\$10,000.00)DOLLARS, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has or has had asphalt concrete paving work done at the Schodack Medical Center on Pond View Road, Schodack, New York and Whereas the TOWN OF SCHODACK is desirous of a maintenace guarantee for said road.

NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall remedy any defects due to faulty materials or workmanship which shall appear within a period of one year from JULY 17, 1991, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER that the Owner shall give the Contractor and Surety notice of observed defects with reasonable promptness.

SIGNED and sealed this 15th day of AUGUST, 1991.

MILLER ROAD PROFESSIONAL GROUP
By: *John F. Robinson*

THE STANDARD FIRE INSURANCE COMPANY
By: *Guy Alonge*
Guy Alonge, Attorney-in-Fact



POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, THAT THE STANDARD FIRE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Connecticut, and having its principal office in the City of Hartford, County of Hartford, State of Connecticut, hath made, constituted and appointed, and does by these presents make, constitute and appoint **Guy Alonge, Richard W. Mahlstedt, Donna L. Sharpe or Carol Aldrich** - -

of **Albany, New York** its true and lawful Attorneys-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, or, if the following line be filled in, within the area there designated, the following instrument(s):
by his sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any and all consents incident thereto

and to bind THE STANDARD FIRE INSURANCE COMPANY, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of THE STANDARD FIRE INSURANCE COMPANY, and all the acts of said Attorneys-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Company which Resolutions are now in full force and effect:

VOTED: That each of the following officers: Chairman, Vice Chairman, President, Any Executive Vice President, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, may from time to time appoint Resident Vice Presidents, Resident Assistant Secretaries, Attorneys-in-Fact, and Agents to act for and on behalf of the Company and may give any such appointee such authority as his certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors may at any time remove any such appointee and revoke the power and authority given him.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the Chairman, the Vice Chairman, the President, an Executive Vice President, a Senior Vice President, a Vice President, an Assistant Vice President or by a Resident Vice President, pursuant to the power prescribed in the certificate of authority of such Resident Vice President and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary or by a Resident Assistant Secretary, pursuant to the power prescribed in the certificate of authority of such Resident Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact pursuant to the power prescribed in his or their certificate or certificates of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile under and by authority of the following Standing Resolution voted by the Board of Directors of THE STANDARD FIRE INSURANCE COMPANY which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: Chairman, Vice Chairman, President, Any Executive Vice President, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, THE STANDARD FIRE INSURANCE COMPANY has caused this instrument to be signed by its **Senior Vice President** and its corporate seal to be hereto affixed this **14th** day of **May**, 19 **91**



THE STANDARD FIRE INSURANCE COMPANY

By Joseph P. Kiernan
Joseph P. Kiernan
Senior Vice President

State of Connecticut }
County of Hartford } ss. Hartford

On this **14th** day of **May**, 19 **91**, before me personally came **JOSEPH P. KIERNAN** Senior Vice President of THE STANDARD FIRE INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he executed the said instrument on behalf of the corporation by authority of his office under the Standing Resolutions thereof.



CERTIFICATE FILED IN OFFICE OF ATTORNEY
GENERAL CAPITOL, ALBANY, N.Y.

Dorothy L. Marti
My commission expires March 31, 19 **93** Notary Public
Dorothy L. Marti

CERTIFICATE I, the undersigned, **Secretary** of THE STANDARD FIRE INSURANCE COMPANY, a stock corporation of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Board of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut, Dated this **15th** day of **August**, 19 **91**



By John W. Welch
John W. Welch
Secretary



THE STANDARD FIRE INSURANCE COMPANY
Hartford, Connecticut 06156

**ATTORNEY-IN-FACT JUSTIFICATION
PRINCIPAL'S ACKNOWLEDGMENT — IF A CORPORATION**

State of New York, County of _____ } ss.
On this _____ day of _____, 19____, before me personally appeared
to me known, who, being by me duly sworn, deposes and says: That he/she resides in the City of
that he/she is the _____
of
the corporation described in and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said
instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name
thereto by like order.

PRINCIPAL'S ACKNOWLEDGMENT — IF INDIVIDUAL OR FIRM

State of New York, County of _____ } ss.
On this _____ day of _____, 19____, before me personally appeared
to me known to be (the individual) (one of the firm of _____) described in and who executed the
within instrument, and he/she thereupon duly acknowledged to me that he/she executed the same (as the act and deed of said firm).

SURETY COMPANY'S ACKNOWLEDGMENT

State of New York, County of **Albany** } ss.
On this **15th** day of **August**, 19 **91** before me personally appeared **Guy Alonge**
to me known, who, being by me duly sworn, did depose and say: That he/she resides in the City of **Albany, NY**
that he/she is Attorney-in-Fact of **THE STANDARD FIRE INSURANCE COMPANY**, the corporation described in and which executed the within
instrument; that he/she knows the corporate seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed
by him/her and that he/she signed said instrument as Attorney-in-Fact by authority of the Board of Directors of said Company; and affiant did further
depose and say that the Superintendent of Insurance of the State of New York has, pursuant to Chapter 882 of the Laws of the State of New York
for the year 1939, constituting Chapter 28 of the Consolidated Laws of the State of New York known as the Insurance Law as amended, issued to
THE STANDARD FIRE INSURANCE COMPANY his/her certificate that said Company is qualified to become and be accepted as surety or guarantor
on all bonds, undertakings, recognizances, guarantees, and other obligations required or permitted by law; and that such certificate has not been
revoked.

CAROL A. ALDRICH
Notary Public, State of New York
Qualified in Rensselaer County
No. 4928351

Carol A. Aldrich
Notary Public

(Use alone, or with S-1948-D,
or S-2383)
(S-2381) ED. 9-89

Commission Expires April 18, 1992

PRINTED IN U.S.A

THE STANDARD FIRE INSURANCE COMPANY
Hartford, Connecticut 06156

FINANCIAL STATEMENT AS OF DECEMBER 31, 1990
AS FILED WITH THE INSURANCE DEPT. OF THE STATE OF NEW YORK
CAPITAL STOCK \$ 2,500,000

ASSETS		LIABILITIES	
Cash & Invested Cash	\$ 38,751,704	Unearned premiums	\$ 120,595,111
Bonds	750,405,094	Losses	538,067,793
Stocks	100,157,385	Loss adjustment expenses	122,775,904
Mortgage Loans	91,485,923	Accrued expenses and other liabilities	23,751,510
Real Estate	20,873,237	Federal income taxes	1,116,000
Investment income due and accrued	15,594,172	Reserve for reinsurance in companies not authorized in New York	-0-
Premium balances	110,706,850	Total Liabilities	\$ 806,306,318
Other assets	12,929,487		
		Surplus Funds	2,988,000
		Capital Stock	2,500,000
		Paid in surplus	50,930,222
		Other surplus	278,179,312
		Surplus to policyholders	334,597,534
Total Assets	\$ 1,140,903,852	Total	\$ 1,140,903,852
Securities carried at \$ 22,440,739			

In above statement are deposited with public authorities, as required by law.

Date: 4/2/2018

DETAIL

Application Number: 7919767

Customer Name:	TOWN OF SCHODACK	Application Number :	7919767
DBA Name:	TOWN OF SCHODACK HIGHWAY GARAGE	Account Number:	10920-49003
Address :	3776 US ROUTE 20	Telephone :	518-477-7918
City :	NASSAU	Contact Name :	DAWNE KELLEY
State and Zip :	NY 12123	Auditor Name :	SHAUN HAMMOND
Facility Square Footage :	--	Audit Date :	04/02/2018

ECM Id	Site Location	ECM Code	ECM Description	Kit Type	Quantity	KW Savings	KWH Savings
2216508	Exterior Lighting	1000	Custom Lighting	Custom Kit	1	2.40	9,770.00
Total						2.4	9,770.00

Outdoor Lighting Analysis

Customer: Town of Schoharck Highway Garage
 Location: Nassau, NY
 Facility Type: Other

Item No.	Rddy Name	Location Description/Room No.	Existing Lighting System				Proposed Lighting System				Energy Calculations								
			Description	Qty	NY State Fixt Code	Wattage/Fixt	Annual Opns Hrs	Model	Description	Qty	NY State Fixt Code	Wattage/Fixt	Existing Ltg kW	Proposed Ltg kW	Existing Ltg kWh	Proposed Ltg kWh			
1	Highway Garage	Entrance Soffit	70W Metal Halide	4	MH70/1	95	4,100	TCP L9A19DZ530K	9W LED	4	ILED009	9	Ext LED-25	0.4	1,558	0.0	148	0.3	1,410
2	Highway Garage	Exterior Building	70W Metal Halide	11	MH70/1	95	4,100	Westgate WM-30CM-SM	30W LED	11	FLED030	30	Ext LED-50	1.0	4,285	0.3	1,353	0.7	2,932
3	Highway Garage	Rear Driveway	70W Metal Halide	1	MH70/1	95	4,100	Westgate WM-30CM-SM	30W LED	1	FLED030	30	Ext LED-50	0.1	390	0.0	123	0.1	287
4	Highway Garage	Salt Shed	320W Metal Halide	1	MHPS/SCWA/320/1	368	4,100	Westgate LF3-100W	100W LED	1	FLED100	100	Ext LED-50	0.4	1,509	0.1	410	0.3	1,099
5	Highway Garage	Salt Shed	320W Metal Halide	1	MHPS/SCWA/320/1	368	4,100	Westgate LF3-100W	100W LED	1	FLED100	100	Ext LED-50	0.4	1,509	0.1	410	0.3	1,099
6	Highway Garage	Flag	70W Metal Halide	2	MH70/1	95	4,100	Orbit LF16-30CW	30W LED	2	FLED030	30	Ext LED-50	0.2	778	0.1	246	0.1	533
7	Highway Garage	Site Signage	70W Metal Halide	1	MH70/1	95	4,100	Orbit LF16-30CW	30W LED	1	FLED030	30	Ext LED-50	0.1	390	0.0	123	0.1	287
8	Highway Garage	Parking	200W Metal Halide	4	MHPS/SCWA/200/1	232	4,100	Westgate LF3-100W	100W LED	4	FLED100	100	Ext LED-50	0.9	3,805	0.4	1,640	0.5	2,165
													14.4	4,843	1.1	443	1.4	4,843	

SUMMARY

Application Number: 7919767

Date: 4/2/2018

Customer Name:	TOWN OF SCHODACK	Application Number :	7919767
DBA Name:	TOWN OF SCHODACK HIGHWAY GARAGE	Account Number:	10920-49003
	3776 US ROUTE 20	Telephone :	518-477-7918
City :	NASSAU	Contact Name :	DAWNE KELLEY
State and Zip :	NY 12123	Auditor Name :	SHAUN HAMMOND
Facility Square Footage :	--	Audit Date :	04/02/2018

Save money on your electric bill by using energy more efficiently. And, through the power of action, you reduce greenhouse gases (CO2) annually by 10,747 pounds.

Estimated Annual Savings (KWH)
9,770.00

Estimated Annual Savings in Dollars
\$1,086.42

Estimated Job Cost	Prevailing Wage	Lift Charge	Mount Charge	Estimated Customer Contribution	Estimated National Grid Contribution
\$5,845.00	\$855.00	--	--	\$4,086.40	\$1,758.60

No upfront cost to you - repay your contribution on your monthly electric bill.

Choose from 2 convenient payment options.

Lump Sum Payment (Additional 10% Discount)
\$3,763.26

12 Monthly Payments (No Interest)
\$340.53

Certification of Installation

Date: 4/2/2018

Customer Name: TOWN OF SCHODACK , 3776 US Route 20 , Nassau , NY
Application Number: 7919767

Energy Efficiency Equipment Installation Certification

I certify that the energy efficiency measures are installed and operating and I am satisfied with their installation.

Customer Signature: _____

Date: _____

Name (print): _____

Scheduling the Recycling Pick Up of the Removed Lamps and Ballast

Please select one:

No Recyclable materials to be picked up

Recyclable materials (lamps and ballasts only) are packaged and waiting pick-up by the recycling vendor at:
3776 US Route 20, Nassau, NY

Please provide contact name and information so the recycling vendor can schedule the pick-up.

Contact Name: _____

Contact Phone Number: _____

E-mail Address: _____

Recyclable materials (lamps and ballasts only) were removed from:

3776 US Route 20, Nassau, NY by the electrician.

ELECTRICIAN MUST COMPLETE: Location and recycling pick up contact information

Recycling Material Location: _____

Contact Name: _____

Contact Phone Number: _____

E-mail Address: _____

Terms & Conditions

Date: 4/2/2018

Customer Name:	TOWN OF SCHODACK	Vendor:	RISE ENGINEERING
Address:	3776 US Route 20	Audit Date:	04/02/2018
Town, State, and Zip Code:	Nassau, NY 12123	Auditor:	SHAUN HAMMOND
Account Number:	10920-49003	Application No:	7919767

National Grid ("Company") is offering an energy conservation program ("Program") to certain commercial and industrial customers ("Customer") that have an average monthly demand less than or equal to 110 kW. Under the Program, the Company is arranging the installation of certain energy efficiency measures ("Measures") at the facilities of eligible customers. Customer agrees to have a contractor hired by the Company for the Program install the Measures and pay a portion of the installation cost as described in Section Six listed below. The following are terms and conditions that govern the Program and the installation of the Measures:

1. Measures to be Installed

An independent contractor ("Installation Contractor") hired by the Company will install at Customer's property the conservation Measures described in Section Six below. The Installation Contractor shall permanently disable all lamps replaced pursuant to this Agreement (make them unfit for reuse). The disposal of any lighting equipment which is removed (with exception of fluorescent ballasts and lamps) will be the responsibility of the participating Customer. The disposal of any fluorescent ballasts and lamps will be the responsibility of an outside contractor hired by the Company.

2. Installation Date

The Installation Contractor will attempt to install the Measures within thirty (30) days of Customer signing this Agreement. Measure installations must be completed between 1/1/2018 - 12/31/2018.

3. Warranty and Disclaimers

- (a) The Company will provide a one-time equipment replacement free of charge for any equipment that fails to operate according to manufacturer's specifications for a period of two years after the date of the original installation. Lamps will be warranted for one year.
- (b) Customer may have other warranty rights that may have been provided by the manufacturer of the devices installed under this Agreement. Customer, however, may exercise such rights only against the manufacturer, and not against the Company or its affiliates.
- (c) OTHER THAN THE REPLACEMENT WARRANTY STATED IN SUBPARAGRAPH 3(a) ABOVE, NEITHER THE COMPANY NOR ITS AFFILIATES MAKE ANY WARRANTIES OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE
- (d) The Company does not guarantee that the Measures will, in fact, save any level of energy or result in a lowering of the customer's electric utility bill.
- (e) Neither the Company nor its affiliates shall be liable to Customer for consequential or incidental damages arising out of the Program, whether in contract, tort (including negligence) or any other theory of recovery.

4. Access to Property

- (a) Customer will provide reasonable access to Customer's property during normal business hours for Installation Contractor to perform the installation work.
- (b) In addition, the Customer will allow the Company to make a reasonable number of follow-up visits during the twenty-four months following installation, with advance notice and at a time convenient to the customer. The purpose of the follow-up visits is to provide the Company with an opportunity to review the operation of the Measures for program education purpose. During the follow-up visits, the Company may make suggestions to the Customer regarding operation of the Measures, but the Customer is under no obligation to follow any such suggestions. If the Customer does follow any instructions, the Company will not be liable to the Customer in tort (including negligence) for the Customer's reliance on the suggestions.

5. Discretion of Installation Contractor

When undertaking the installation, the Installation Contractor or the Company (at their sole discretion) may choose not to make the installations specified below for reasons related to safety, discovery of unforeseen conditions, or the complete utilization of the Company's program budget.

Initial Here: _____

Terms & Conditions

Date: 4/2/2018

Customer Name: TOWN OF SCHODACK Application No: 7919767
 Address: 3776 US Route 20
 Town, State, and Zip Code: Nassau, NY 12123

6. Equipment and Customer Contribution

(a) The Installation Contractor will install the equipment listed on the attached Small Business Energy Savings Plan, incorporated herein by reference. The estimated cost of the installation including the estimated cost of the Customer's contribution is also itemized on this report. The Customer may choose to pay its cost contribution over twelve months or may choose to pay it in one lump sum. If the Customer chooses to pay it in one lump sum, the Company shall discount the Customer's contribution by 10%.

The Customer opts to pay its cost contribution by (check one):

- Lump sum payment of \$3,763.26 includes Customer discount of 10%
 Twelve (12) monthly payments of \$340.53 per month

(b). The Customer shall pay no more than the estimated cost shown on the report. If the actual cost of the installation is less than the estimated cost or if the Installation Contractor chooses not to make an installation in accordance with Section 5, the Installation Contractor shall adjust the customer's contribution and advise the Customer.

(c). If the customer closes their National Grid account prior to completing all installment payments, the unpaid balance of the customer contribution will become due immediately and be billed out in a final single payment by the company.

7. Participation in Other Energy Efficiency Programs

The installed measures are not eligible for incentives from other energy efficiency programs.

8. Authorized Signature of Customer

By signing below, the Customer agrees to the applicability of the terms and conditions described above, and has the authority to commit to the obligations of this agreement.

CUSTOMER ADDRESS WHERE MEASURES WILL BE INSTALLED:

TOWN OF SCHODACK
 3776 US Route 20
 Nassau, NY 12123

Signature: _____

Name(Print): _____

Title: _____

Date: _____

Incorporated

Not Incorporated

If Not Incorporated, Federal ID # _____

DETAIL

Date: 4/2/2018

Application Number: 7919760

Customer Name:	TOWN OF SCHODACK	Application Number:	7919760
DBA Name:	TOWN OF SCHODACK	Account Number:	35314-20115
Address:	265 SCHURMAN RD	Telephone:	518-477-7918
City:	CASTLETON	Contact Name:	DAWNE KELLEY
State and Zip:	NY 12033	Auditor Name:	SHAUN HAMMOND
Facility Square Footage:	--	Audit Date:	04/02/2018

ECM Id	Site Location	ECM Code	ECM Description	Kit Type	Quantity	KW Savings	KWH Savings
221650 2	Exterior Lighting	1000	Custom Lighting	Custom Kit	1	4.10	16,691.00
Total						4.1	16,691.00

Outdoor Lighting Analysis

Customer: Schodack Town Hall
Location: Castleton, NY
Facility Type: Municipal

Line Item	Bldg Name	Location Description/Recoat No.	Existing Lighting System				Proposed Lighting System				Energy Calculations									
			Description	Qty	NY State Fixt Code	Watts/Fixt	Annual Opes Hrs	Model	Description	Qty	NY State Fixt Code	Watts/Fixt	Ltg Costs	Existing Ltg kW	Existing Ltg kWh	Proposed Ltg kW	Proposed Ltg kWh	Ltg Savings kW	Ltg Savings kWh	
1	Town Hall	Entrance Soffit	50W Metal Halide	6	MH50/1	72	4,100	GC 28CCL9G4DIM/840/277V	22W LED	6	FLED022	22	Ex LED-35	0.4	1,771	0.1	541	0.3	1,230	
2	Town Hall	Walkway Bellard Figures	100W Metal Halide	4	MH100/1	128	4,100	TCP L9A19D2E330K	8W LED	4	FLED009	9	Ex LED-25	0.5	2,069	0.0	143	0.5	1,952	
3	Town Hall	Building Mail Packs	70W Metal Halide	3	MH70/1	85	4,100	Westgate WML-30CW-SM	30W LED	3	FLED030	30	Ex LED-50	0.3	1,169	0.1	369	0.2	800	
4	Town Hall	Building Well Packs	150W Metal Halide	1	MHPS/SCWA/150/1	190	4,100	Westgate WML-50CW	50W LED	1	FLED050	50	Ex LED-50	0.2	779	0.1	205	0.1	574	
5	Town Hall	Upper Soffit Lights	400W Metal Halide	4	MH400/1	458	4,100	GC 48CCL9.5G4DIM/840/277V	48W LED	4	FLED048	48	Ex LED-35	1.8	7,511	0.2	787	1.6	6,724	
6	Town Hall	Parking Lot Figures	200W Metal Halide	10	MHPS/SCWA/200/1	232	4,100	Westgate LFS-100W	100W LED	10	FLED100	100	Ex LED-50	2.3	9,512	1.0	4,100	1.3	5,412	
			21									75								

SUMMARY

Application Number: 7919760

Date: 4/2/2018

Customer Name:	TOWN OF SCHODACK	Application Number :	7919760
DBA Name:	TOWN OF SCHODACK	Account Number:	35314-20115
	265 SCHUURMAN RD	Telephone :	518-477-7918
City :	CASTLETON	Contact Name :	DAWNE KELLEY
State and Zip :	NY 12033	Auditor Name :	SHAUN HAMMOND
Facility Square Footage :	--	Audit Date :	04/02/2018

Save money on your electric bill by using energy more efficiently. And, through the power of action, you reduce greenhouse gases (CO2) annually by 18,360 pounds.

Estimated Annual Savings (KWH)
16,691.00

Estimated Annual Savings in Dollars
\$1,856.04

Estimated Job Cost	Prevailing Wage	Lift Charge	Mount Charge	Estimated Customer Contribution	Estimated National Grid Contribution
\$7,372.00	\$1,080.00	--	--	\$4,367.62	\$3,004.38

No upfront cost to you - repay your contribution on your monthly electric bill.

Choose from 2 convenient payment options.

Lump Sum Payment (Additional 10% Discount)
\$4,038.86

12 Monthly Payments (No Interest)
\$363.97

Certification of Installation

Date: 4/2/2018

Customer Name: TOWN OF SCHODACK , 265 Schuurman Rd , Castleton , NY
Application Number: 7919760

Energy Efficiency Equipment Installation Certification

I certify that the energy efficiency measures are installed and operating and I am satisfied with their installation.

Customer Signature: _____

Date: _____

Name (print): _____

Scheduling the Recycling Pick Up of the Removed Lamps and Ballast

Please select one:

No Recyclable materials to be picked up

Recyclable materials (lamps and ballasts only) are packaged and waiting pick-up by the recycling vendor at:
265 Schuurman Rd, Castleton, NY

Please provide contact name and information so the recycling vendor can schedule the pick-up.

Contact Name: _____

Contact Phone Number: _____

E-mail Address: _____

Recyclable materials (lamps and ballasts only) were removed from:

265 Schuurman Rd, Castleton, NY by the electrician.

ELECTRICIAN MUST COMPLETE: Location and recycling pick up contact information

Recycling Material Location: _____

Contact Name: _____

Contact Phone Number: _____

E-mail Address: _____

Terms & Conditions

Date: 4/2/2018

Customer Name:	TOWN OF SCHODACK	Vendor:	RISE ENGINEERING
Address:	265 Schuurman Rd	Audit Date:	04/02/2018
Town, State, and Zip Code:	Castleton, NY 12033	Auditor:	SHAUN HAMMOND
Account Number:	35314-20115	Application No:	7919760

National Grid ("Company") is offering an energy conservation program ("Program") to certain commercial and industrial customers ("Customer") that have an average monthly demand less than or equal to 110 kW. Under the Program, the Company is arranging the installation of certain energy efficiency measures ("Measures") at the facilities of eligible customers. Customer agrees to have a contractor hired by the Company for the Program install the Measures and pay a portion of the installation cost as described in Section Six listed below. The following are terms and conditions that govern the Program and the installation of the Measures:

1. Measures to be Installed

An independent contractor ("Installation Contractor") hired by the Company will install at Customer's property the conservation Measures described in Section Six below. The Installation Contractor shall permanently disable all lamps replaced pursuant to this Agreement (make them unfit for reuse). The disposal of any lighting equipment which is removed (with exception of fluorescent ballasts and lamps) will be the responsibility of the participating Customer. The disposal of any fluorescent ballasts and lamps will be the responsibility of an outside contractor hired by the Company.

2. Installation Date

The Installation Contractor will attempt to install the Measures within thirty (30) days of Customer signing this Agreement. Measure installations must be completed between 1/1/2018 - 12/31/2018.

3. Warranty and Disclaimers

- (a) The Company will provide a one-time equipment replacement free of charge for any equipment that fails to operate according to manufacturer's specifications for a period of two years after the date of the original installation. Lamps will be warranted for one year.
- (b) Customer may have other warranty rights that may have been provided by the manufacturer of the devices installed under this Agreement. Customer, however, may exercise such rights only against the manufacturer, and not against the Company or its affiliates.
- (c) OTHER THAN THE REPLACEMENT WARRANTY STATED IN SUBPARAGRAPH 3(a) ABOVE, NEITHER THE COMPANY NOR ITS AFFILIATES MAKE ANY WARRANTIES OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE
- (d) The Company does not guarantee that the Measures will, in fact, save any level of energy or result in a lowering of the customer's electric utility bill.
- (e) Neither the Company nor its affiliates shall be liable to Customer for consequential or incidental damages arising out of the Program, whether in contract, tort (including negligence) or any other theory of recovery.

4. Access to Property

- (a) Customer will provide reasonable access to Customer's property during normal business hours for Installation Contractor to perform the installation work.
- (b) In addition, the Customer will allow the Company to make a reasonable number of follow-up visits during the twenty-four months following installation, with advance notice and at a time convenient to the customer. The purpose of the follow-up visits is to provide the Company with an opportunity to review the operation of the Measures for program education purpose. During the follow-up visits, the Company may make suggestions to the Customer regarding operation of the Measures, but the Customer is under no obligation to follow any such suggestions. If the Customer does follow any instructions, the Company will not be liable to the Customer in tort (including negligence) for the Customer's reliance on the suggestions.

5. Discretion of Installation Contractor

When undertaking the installation, the Installation Contractor or the Company (at their sole discretion) may choose not to make the installations specified below for reasons related to safety, discovery of unforeseen conditions, or the complete utilization of the Company's program budget.

Initial Here: _____

Terms & Conditions

Date: 4/2/2018

Customer Name: TOWN OF SCHODACK Application No: 7919760
 Address: 265 Schuurman Rd
 Town, State, and Zip Code: Castleton, NY 12033

6. Equipment and Customer Contribution

(a) The Installation Contractor will install the equipment listed on the attached Small Business Energy Savings Plan, incorporated herein by reference. The estimated cost of the installation including the estimated cost of the Customer's contribution is also itemized on this report. The Customer may choose to pay its cost contribution over twelve months or may choose to pay it in one lump sum. If the Customer chooses to pay it in one lump sum, the Company shall discount the Customer's contribution by 10%.

The Customer opts to pay its cost contribution by (check one):

- Lump sum payment of \$4,038.86 includes Customer discount of 10%
 Twelve (12) monthly payments of \$363.97 per month

(b). The Customer shall pay no more than the estimated cost shown on the report. If the actual cost of the installation is less than the estimated cost or if the Installation Contractor chooses not to make an installation in accordance with Section 5, the Installation Contractor shall adjust the customer's contribution and advise the Customer.

(c). If the customer closes their National Grid account prior to completing all installment payments, the unpaid balance of the customer contribution will become due immediately and be billed out in a final single payment by the company.

7. Participation in Other Energy Efficiency Programs

The installed measures are not eligible for incentives from other energy efficiency programs.

8. Authorized Signature of Customer

By signing below, the Customer agrees to the applicability of the terms and conditions described above, and has the authority to commit to the obligations of this agreement.

CUSTOMER ADDRESS WHERE MEASURES WILL BE INSTALLED:

TOWN OF SCHODACK
 265 Schuurman Rd
 Castleton, NY 12033

Signature: _____

Name(Print): _____

Title: _____

Date: _____

Incorporated

Not Incorporated

If Not Incorporated, Federal ID # _____

**Office of the Schodack Town Clerk
265 Schuurman Rd.
Castleton, NY 12033**



**TELEPHONE (518) 477-7590
FAX (518) 477-2439**

**DEBRA L. CURTIS
TOWN CLERK**

LOIS M. CICCOLELLA, DEPUTY

BID SUMMARY

Sewer Improvements, Sewer District 1 – Extension 1

Bid Opening April 17, 2018

<u>BIDDER NAME</u>	<u>BID AMOUNT</u>
Wm. J. Keller & Sons Construction Corp. 1435 Route 9 Castleton, NY 12033	\$897,170.00
JAT Construction Co, Inc. P.O. Box 247 Selkirk, NY 12158	\$967,455.00
Grant Street Construction, Inc. 48 Grant Street Cortland, NY 13045	\$1,099,000.00
Peter Luizzi & Bros. Contracting, Inc. 49 Railroad Ave. Albany, NY 12205	\$1,382,048.00

NON-COLLUSIVE CERTIFICATE -- ALL BIDS

BIDS INCLUDE BID SECURITY - 5% OF THE BID IN THE FORM OF A BID BOND