

**RESOLUTION—GREEN DALE SOLAR PROJECT
(SEQRA)—ADOPTING NEGATIVE DECLARATION**

WHEREAS, Green Dale Solar, LLC is proposing to construct a 5 MW (AC)/7.5 MW (DC) solar array with solid state battery storage on an approximately +/- 129.4 acre parcel of land in the Town of Schodack, Rensselaer County and the Town of Kinderhook, Columbia County (north of County Route 32, Columbia County (Tax Map ID 227.00-1-7) and Rensselaer County (Tax Map ID 13.00-1-6 and 13.00-1-45).); and

WHEREAS, this project is a Type I action within the meaning of the State Environmental Quality Review Act (“SEQRA”); and

WHEREAS, based on its consideration of the proposed Project, its review of the Environmental Assessment Form and all other supporting information submitted in connection with the proposed Project, and the criteria set forth in 6 NYCRR § 617.7, the Planning Board, as lead agency, has identified and analyzed the relevant areas of environmental concern to determine whether the proposed action may have a significant adverse impact on the environment;

NOW, THEREFORE, IT IS RESOLVED, that the Planning Board re-appointed and appoints itself as lead agency, classifies the project as a Type I action and hereby finds and determines that the proposed Project will not have any significant adverse impacts on the environment and therefore issues a Negative Declaration of Environmental Significance pursuant to SEQRA for the reasons set forth in the attached Determination of Significance, which is incorporated herein by reference and the reading of which is waived.

**STATE ENVIRONMENTAL QUALITY REVIEW ACT
NEGATIVE DECLARATION**

**NOTICE OF FULL ENVIRONMENTAL ASSESSMENT FORM PART 3
EVALUATION OF THE MAGNITUDE AND IMPORTANCE OF PROJECT IMPACTS AND
DETERMINATION OF NON-SIGNIFICANCE**

This notice is issued pursuant to and in accordance with Article 8 of the New York State Environmental Conservation Law and the regulations promulgated thereunder and set forth at Title 6, Part 617 of the New York Code of Rules and Regulations (collectively, the State Environmental Quality Review Act, or "SEQRA"). The Town of Schodack Planning Board (the "Planning Board"), acting as Lead Agency in a Coordinated Review, has determined that the proposed action described below will not have any significant adverse environmental impacts, that a Negative Declaration of Environmental Significance should be issued, and that a Draft Environmental Impact Statement need not be prepared.

Reasons supporting this determination are fully explained below.

Project Name: Green Dale Solar Farm

SEQRA Status: Type I: YES Unlisted: NO

Conditioned Negative Declaration: NO

Location:

North of County Route 32, South of the NYS Thruway I90, East of US Route 9 and West of Chadwycke Court, Town of Kinderhook, Columbia County (Tax Map ID 227.00-1-7) and Town of Schodack, Rensselaer County, New York (Tax Map ID 13.00-1-6 and 13.00-1-45).

Description of Action:

Green Dale Solar, LLC (the "Applicant" or "Project Sponsor") is proposing to construct a 5 MW (AC)/7.5 MW (DC) solar array with solid state battery storage on a +/- 129.4 acre parcel of land in the Town of Schodack, Rensselaer County and the Town of Kinderhook, Columbia County. The Applicant seeks to construct solar arrays that are 8.5 feet in height, of variable width and length but generally totaling 1,100 feet in width and 1,000 feet in length. The site is comprised of approximately 25% wooded sloping land, 61% meadows or areas of unmaintained farm fields, 14% of the area consisting of protected wetlands (the "Project Site"). The project is subject to sec. 219-39.3 of the Town's zoning law. The Project Site is currently zoned Residential Agricultural ("RA") in the Town of Kinderhook and Planned Development 1 in the Town of Schodack.

In addition to Town of Schodack Town Board approval for the Planned Development District, the following permits/approvals are needed for the Project as intended:

- Site Plan Approval by both Planning Boards of the Town of Schodack and Town of Kinderhook
- NYS General Municipal Law Section 239-m referrals from both the Rensselaer and Columbia County Planning Boards;
- US ACOE Nationwide Permit No. 14/51; and
- NYSDEC Stormwater SPDES Construction General Permit coverage.

Reasons Supporting This Determination: See the attached Environmental Assessment Form (EAF) Part 3, Reasons Supporting SEQRA Negative Declaration, which details the Town of Schodack's Planning

Board analysis, reasoning, and conclusions in making its determination of environmental significance. This Planning Board has carefully considered the criteria for determining significance as set forth in SEQRA regulations at 6 NYCRR § 617.7, and has thoroughly evaluated the Project's potential environmental impacts as identified in Full EAF Parts 2 and 3.

Lead Agency:

Town of Schodack Planning Board
265 Schuurman Road
Castleton, NY 12033

For Further Information:

Town of Schodack
Contact Person: Nadine Fuda, Director of Planning
Address: 265 Schuurman Road; Castleton, NY 12033
Telephone: (518) 477-7938

Town of Kinderhook
Contact Person: Nataly D. Jones, Secretary to the Planning Board.
Address: P.O. Box P; Niverville, NY 12130
Telephone: (518) 784-2233 extension 301

Copies of this Notice have been sent to:

Town of Schodack:

- Town Board
- Planning Board
- Highway Department
- Valatie Rescue Squad
- South Schodack Fire District

Town of Kinderhook:

- Planning Board
- Fire Department
- Highway Department
- North Chatham Fire District

Department of Health & County Planning Boards:

- Rensselaer County
- Columbia County

New York State:

- Department of Transportation
- Thruway Authority
- Department of Health
- Department of Environmental Conservation
- Energy and Development Authority
- Office of Parks, Recreation and Historic Preservation

U. S. Army Corps of Engineers
Environmental Notice Bulletin

FULL ENVIRONMENTAL ASSESSMENT FORM PART 3

EVALUATION OF THE MAGNITUDE AND IMPORTANCE OF PROJECT IMPACTS AND DETERMINATION OF SIGNIFICANCE REASONS SUPPORTING SEORA NEGATIVE DECLARATION

GREEN DALE SOLAR PROJECT

Introduction

The Town of Schodack Planning Board (S-PB), acting as SEQRA Lead Agency, undertook a coordinated review of the Project, a Type 1 action, consisting of the construction of a construct a 5 MW (AC)/7.5 MW (DC) solar array with solid state battery storage on a +/- 129.4 acre parcel of land in the Town of Schodack, Rensselaer County and the Town of Kinderhook, Columbia County . The project is located North of County Route 32, South of the NYS Thruway I90, East of US Route 9 and West of Chadwycke Court, Town of Kinderhook, Columbia County (Tax Map ID 227.00-1-7) and Town of Schodack, Rensselaer County, New York (Tax Map ID 13.00-1-6 and 13.00-1-45). The solar arrays that are 8.5 feet in height, of variable width and length but generally totaling 1,100 feet in width and 1,000 feet in length. The site is comprised of approximately 25% wooded sloping land, 61% meadows or areas of unmaintained farm fields, 14% of the area consisting of protected wetlands (the "Project Site" of "Site"). The Project is considered a utility scale solar array.

Application History

- The matter began by the Applicant's application to the Town of Kinderhook Planning Board on December 23, 2020 and by application to the SPB dated December 29, 2020, which was submitted and was also signed by Gillian Black of Green Dale Solar, LLC, and the property owner Toros Shamlian, Jr.. Several items accompanied the submission, including the Full Environmental Assessment Form (FEAF) Part 1 signed and dated 12-28-2020 as well as several copies of the proposed concept site plan.
- The Applicant made a sketch plan submittal on January 8, 2021 to the Town of Kinderhook Planning Board;
- The Town of Kinderhook Planning Board on January 21, 2021 conducted a sketch plan review meeting with the Applicant.
- The Applicant submitted additional information to the Town of Schodack Planning Board on January 22, 2021 that include preliminary plans, a Storm Water Pollution Prevention Plan (SWPPP), an engineer's report, an updated FEAF Part 1 and a draft visual assessment report.
- By letter dated January 25, 2021 the Laberge Group submitted a sketch plan review letter. The letter provided both comments and requested additional materials from Applicant.
- The Applicant presented the proposed project to the Town of Schodack Planning Board at a January 4, 2021 meeting of the Planning Board. At that January 4, 2021 meeting, the Planning Board agreed to send the project for engineering review to the Laberge Group (the Town of Schodack Planning Board's engineering consultants).
- Since the project is within 500 feet of a municipal boundary, the Town of Schodack Planning Board as a course of action filed the General Municipal Law 239 (l) and (m) zoning Referral Form with the Rensselaer County Planning Board (Economic Development and Planning) on February 4, 2021.
- At the Town of Schodack Planning Board meeting the Board discussed seeking lead agency status. Thusly, The Town's Planning Department initiated the process via letters dated February 4, 2021,

contacting potentially interested agencies, such as the Town of Kinderhook Planning Board, among others, regarding the Town's desire to undertake a coordinated review and be designated as lead agency in the review of the Type 1 Action.

- In response to the January 25, 2021 Laberge Group review letter, by letter dated February 12, 2021, the Applicant's engineer submitted additional materials, including but not limited to:
 - An engineering construction plan set for the project;
 - A visual assessment report detailing the visual assessment at the various vantage points set forth therein;
 - Revised and updated EAF Part 1;
 - An agricultural data statement; and
 - Via electronic transmission on February 24, 2021:
 - A coordinated electrical system interconnect review as prepared by National Grid;
 - Manufacturer's information on proposed equipment's noise output;
- The Town of Kinderhook Planning Board reviewed the preliminary project plans with the Applicant on February 18, 2021.
- Project plans were submitted to the Colombia County DPW on February 24, 2021.
- By letter dated February 23, 2021, Laberge Group provided additional comments, including in response to the aforementioned materials submitted by Applicant's engineer. The letter concluded:
 - That plan revision were required to include additional notes and information;
 - That review and comment was required to be submitted from The NYS Office of Parks, Recreation and Historic Preservation (OPRHP);
 - That a Jurisdictional Determination (JD) was required to confirm the locations of mapped protected wetlands; and
 - That additional visual assessment was required to demonstrate the intended screening, and address pad mounted equipment as well as the interconnection power poles.
- At the March 3, 2021 meeting of the Planning Board the matter was once again considered. The Applicant's Engineer presented the project and discussed among other things the project setback from the power line property line which should be treated as a property line and not an easement line and thus the applicable 200 ft setback was agreed to be from the power line property line. The Town Engineer's sketch plan review comments were reviewed and noted that the action is a Type 1 action per SEQRA. The S-TB concluded the meeting with a resolution to seek Lead Agency with all members approving.
- By letter March 3, 3032, received from the Rensselaer County Bureau of Economic Development and Planning, the Bureau concluded that the project would not have a major impact on County plans and that local jurisdiction shall prevail.
- On March 16, 2021 the Applicant submitted a visual impact analysis to the Town of Kinderhook Planning Board.

- On March 18, 2021 the TOK-PB accompanied the Applicant's Engineer on a site visit to review visualization simulations in the field.
- The Town of Kinderhook Planning Board once again reviewed the preliminary project plans with the Applicant during their March 18, 2021 meeting.
- At a meeting of the Town of Kinderhook Planning Board on March 18, 2021 the planning board made a motion and passed to appoint the Town of Schodack Planning Board as lead agency in the SEQRA review of the Green Dale Community Solar Farm application and schedule a public hearing on the matter from April 15, 2021.
- The Town of Kinderhook Planning Board filed their referral form with the Columbia County Planning Board (Economic Development and Planning) on March 22, 2021.
- In response to the February 23, 2021, additional comments letter issued by Laberge Group, by letter dated March 22, 2021, the Applicant's engineer submitted additional materials, including but not limited to:
 - Revised engineering construction plan set for the project; and
 - Full Environmental Assessment Form, Part 1 Project & Setting, dated March 22, 2021.
 - The Applicant indicated the revised plans included a revised solar array layout to enable the project to achieve the required 200 ft. setback from the power line property.
- Revised project plans were submitted to the Columbia County DPW on March 26, 2021.
- The Town of Schodack Planning Board held a meeting April 5, 2021 at which time the matter was heard. The project was noted as being reduced in acreage (38 down to 28 acres, approximately) as a result of plan revisions to adhere to the 200 ft. setback from any property line (the power utility lands in this case). The project was noted as setting aside approximately 9.5 acres of open space. Concern was raised over the potential for noise from transformers with the applicant response noting that there would be none at night and that the level of noise during generation would be significantly dissipated after the sound traveled 400 ft. to the property. Visual screening was also discussed with the abutting land owner, noting that they are working with the applicant for appropriate satisfactory screening.
- The Town of Kinderhook Planning Board held a public hearing on the matter April 15, 2021 noting that they could not act further until the Town of Schodack Planning Board acted on SEQRA. After a presentation of the project fully revised by the applicant, the public hearing on the matter was closed after two commenting members of the public spoke in support of the project.
- In response to the February 23, 2021 Laberge Group review letter, by letter dated April 19, 2021, the Applicant's engineer submitted additional materials, including but not limited to:
 - A revised set of project plans that include proposed plantings to screen the project;
 - Revised Visual Impact Study with Additional visualizations;
 - Updated SWPPP and Stormwater narrative; and
 - Manufacturers information on equipment that includes noise output levels.

In the response letter, the applicant noted that they are in discussions with the NYS Office of Parks Recreation and Historic Preservation and will provide copies of ongoing correspondence.
- The Columbia County Planning Board held a meeting and considered the matter on April 20, 2021 and issued a letter response to the Town of Kinderhook Planning Board via electronic mail on the same date indicating approval and providing informal comments for consideration.

- On April 23, 2021 the Town of Kinderhook Planning Board was delivered a revised full submittal for approval.
- Via electronic mail delivery the Applicant provide a letter dated April 29, 2021 from the NYS Parks, Recreation and Historic Preservation State Historic Preservation Office noting that the project will have no adverse impact to historic and cultural resources.
- A solar decommissioning plan was electronically transmitted to the Town of Schodack Planning Board's engineer on April 28, 2021.
- Thereafter, Laberge Group issued a letter dated April 29, 2021 with additional comments and recommending a Negative Declaration under SEQRA. The letter also recommended the Planning Board certify the Solar PD application to the Town Board as complete and that the Planning Board make a favorable recommendation to the Town Board regarding the application.

Discussion of Potential Environmental Impacts

The Town of Schodack Planning Board has carefully considered all potential environmental impacts associated with the Project. Below is a discussion of those potential impacts, set forth in the order in which they appear in the New York State Department of Environmental Conservation's ("NYSDEC") SEQRA Full EAF Part 2.

The Project is a SEQRA Type I action. NYSDEC's SEQR Handbook specifically addresses whether an environmental impact statement ("EIS") is always required for a Type I action. According to NYSDEC, "the lead agency must evaluate information contained in the EAF, and additional applications, filings or materials, against the criteria in [6 NYCRR] 617.7 to make a determination of significance for each Type I action. SEQR responsibilities for Type I actions may be met by a well-documented, well-reasoned negative declaration."

The materials submitted in support of the Project Sponsor's applications were generated, at least in part, by licensed engineers and/or qualified consultants. The conclusions and suggested impact avoidance measures proffered by these professionals were based on established engineering principles, industry standards, NYSDEC and technical data, which have been verified by the Planning Board's own professional engineer and were done over a significant period of time. The Town's planning staff and the Planning Board members, several of whom are professional engineers, also carefully and thoroughly reviewed the application and the EAF, including the technical reports.

During the course of the Project's SEQRA review, the Planning Board, Town Planning staff, the public and the applicant's representatives engaged in an active and comprehensive evaluation of the Project Sponsor's submissions. As stated by the NYSDEC SEQR Handbook, "the lead agency may make a request for any additional information reasonably necessary to make its determination." Questions were asked, clarifications and revisions were requested, and responses were provided.

The Planning Board and its consulting engineer have assessed each of the potential SEQRA-related impacts, identified its magnitude and determined the potential impact's importance.

Lastly, the Planning Board has reviewed the criteria for determining significance contained in 6 NYCRR Part 617. This evaluation, which is based in the same information supporting its conclusions regarding Part 2 of the Full EAF, confirms the Planning Board's conclusion that a Negative Declaration of Significance should be issued for the Project.

Discussion of 6 NYCRR Part 617 Criteria For Determining Significance

The Town of Schodack Planning Board has evaluated the Project using the criteria for determining significance identified in 6 NYCRR § 617.7(c)(1) and in accordance with 6 NYCRR § 617.7(c)(2) and (3). NYSDEC's SEQR Handbook provides "that not every conceivable impact needs to be considered; speculative impacts may be ignored."

As indicated below in the discussion of each criterion specified in 6 NYCRR § 617.7(c)(1), the Project will not have a significant adverse impact on the environment.

- (i) a substantial adverse change in existing air quality, ground or surface water quality or quantity, traffic or noise levels; a substantial increase in solid waste production; a substantial increase in potential for erosion, flooding, leaching or drainage problems;

The proposed project will not have a substantial adverse change in existing air quality as there are no emissions.

The proposed project has been designed to have no effect on ground or surface water quality or quantity. A SWPPP will be prepared, reviewed and will be approved when appropriate.

The proposed project will not have any appreciable effect on traffic or create any noise issues. The equipment proposed on site generates very little noise and is placed far enough away from any property/lease lines that it will not be audible. The project generates no traffic except that generated during construction and/or maintenance activities.

There will not be a substantial increase in solid waste generation. The project does not generate any solid waste during its operation.

There will not be a substantial increase in potential for erosion, flooding, leaching or drainage problems as the stormwater system and grading were designed in accordance with the applicable standards and a stormwater analysis will be included in the SWPPP for the project. The proposed grading of the site will prevent substantial erosion after completion and during construction erosion control measures will be employed to minimize it as well.

- (ii) the removal or destruction of large quantities of vegetation or fauna; substantial interference with the movement of any resident or migratory fish or wildlife species; impacts on a significant habitat area; substantial adverse impacts on a threatened or endangered species of animal or plant, or the habitat of such a species; or other significant adverse impacts to natural resources;

While the plan does remove some existing vegetation, a portion of the site is being retained in its natural state as delineated on the plan. A USACOE permit will be obtained for wetland disturbance, which has been represented to the Board will be obtained without issue. Since the site is part of a larger suburban/rural setting, any existing fauna will re-establish themselves in adjacent areas. The project will not have substantial interference with the movement of any resident or migratory fish or wildlife species; it will not have any impacts on a significant habitat area; there are no substantial adverse impacts on a threatened or endangered species of animal or plant, or the habitat of such a species; and there are no other significant adverse impacts to natural resources.

- (iii) the impairment of the environmental characteristics of a critical environmental area as designated pursuant to section 617.14(g) of this Part;

The project is not part of a critical environmental area.

- (iv) the creation of a material conflict with a community's current plans or goals as officially approved or adopted;

The project does not create a material conflict with a community's current plans or goals as officially approved or adopted.

- (v) the impairment of the character or quality of important historical, archeological, architectural, or aesthetic resources or of existing community or neighborhood character;

The project does not impair the character or quality of important historical, archeological, architectural, or aesthetic resources or of existing community or neighborhood character. The State Historic Preservation Office was consulted and found that the project would have no impact on archaeological and/or historic resources listed in or eligible for the New York State and National Registers of Historic Places. While the proposed use will remove agricultural land from production, the removal is limited to the lease term for the solar facility. Adjacent lands will remain accessible for agriculture. At the end of the lease, solar equipment will be removed and disturbed soils restored.

- (vi) a major change in the use of either the quantity or type of energy;

The project will not create a major change in the use of either the quantity or type of energy. It will in fact produce electricity.

- (vii) the creation of a hazard to human health;

The project will not create a hazard to human health. It has been designed in accordance with applicable regulations and standards.

- (viii) a substantial change in the use, or intensity of use, of land including agricultural, open space or recreational resources, or in its capacity to support existing uses;

The project will not create a substantial change in the use, or intensity of use, of land including agricultural, open space or recreational resources, or in its capacity to support existing uses;

- (ix) the encouraging or attracting of a large number of people to a place or places for more than a few days, compared to the number of people who would come to such place absent the action;

The project will not encourage or attract a large number of people.

- (x) the creation of a material demand for other actions that would result in one of the above consequences;

The project will not create a material demand for other actions that would result in one of the above consequences.

- (xi) changes in two or more elements of the environment, no one of which has a significant impact on the environment, but when considered together result in a substantial adverse impact on the environment; or

The project will not create changes in two or more elements of the environment, no one of which has a significant impact on the environment, but when considered together result in a substantial adverse impact on the environment.

- (xii) two or more related actions undertaken, funded or approved by an agency, none of which has or would have a significant impact on the environment, but when considered cumulatively would meet one or more of the criteria in this subdivision.

The project does not involve two or more related actions undertaken, funded or approved by an agency, none of which has or would have a significant impact on the environment, but when considered cumulatively would meet one or more of the criteria in this subdivision, even when the lot line adjustment is factored.

Conclusion

The Town of Schodack Planning Board, acting as Lead Agency in a Coordinated Review under SEQRA, has thoroughly evaluated all aspects of the Project and carefully reviewed all relevant materials. For the reasons set forth above, the Planning Board has determined that the Project will not have any significant adverse impacts on the environment. As a result, a Negative Declaration will be filed and distributed pursuant to SEQRA regulations, and a Draft Environmental Impact Statement need not be prepared.

April 16, 2021
VIA EMAIL & MAIL

David Harris, Supervisor
Town of Schodack
265 Schuurman Road
Castleton, New York 12033

**Re: Proposed Addendum 2021-06
GEIS/Shovel Ready Initiative
Town of Schodack, New York**

Dear Supervisor Harris:


As we discussed, the Center for Economic Growth has received funding from the Rensselaer County Industrial Development Agency (RCIDA) and National Grid (NG) to identify larger development parcels in the US Route 9 corridor and try to advance studies to make them more shovel-ready for future commercial development. They intend to compute this information in a Generic Environmental Impact Statement format in order to attract interested developers.

Their consultant has requested our assistance due to our extensive knowledge of the Town and its infrastructure, codes, etc. In addition, we previously presented a similar concept to the RCIDA over five years ago and are familiar with their requirements as well. Unfortunately, there is no budget for our services in their program and they are asking the Town to cover our costs. We have only a vague idea of how much effort will be needed at this time, so we recommend that a budget of \$10,000 be set up for us to provide services on an hourly, as needed basis.

Enclosed, please find a contract addendum for these services and the description of the project we were provided.

Please contact us with any questions or comments.

Very truly yours,
LABERGE GROUP

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

RFL: jkb
Encs.

C: Town Board w/encs. (via email only)
Dawn Kelley (via email only)
Nadine Fuda (via email only)
Paul Harter, w/encs. (via email only)

CONTRACT ADDENDUM NO. 2021 – 06
(Assistance to CEG for GEIS/ “Shovel Ready” Sites)

DATED: April 16, 2021

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 assisting the Center for Economic Growth’s consultant in preparing the study outlined in the attached.


Fee for said services shall be an hourly basis plus expenses not to exceed \$10,000 for 2021.

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

TOWN OF SCHODACK

BY: _____
David Harris, Supervisor

LABERGE GROUP

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

Schodack I-90 Draft Generic Environmental Impact Statement (GEIS)
Schodack, NY
Project Summary
March 11, 2021

Overview

The Route 9 Corridor in the Town of Schodack offers tremendous opportunity to take advantage of the logistics market. Access to two Interstate 90 interchanges, undeveloped land, large water supply and existing zoning offer the potential to develop multiple light manufacturing, light industrial and logistics-based uses. However, with time to market a key criterion in site selection by developers, pre-permitting multiple sites is required for the corridor to compete in the logistics market. To that end, the goal is to complete the State Environmental Quality Review (SEQR) on up to ten (10) potential sites to improve overall competitiveness for future site selection.

Study Area

An initial Study Area, which encompasses approximately 6,000 acres, has been established. The Study Area is generally defined by Exit 11 to the north, Exit B-2 to the south, Interstate 90 to the west, and several private parcel boundaries to the east. A majority of the Study Area is zoned to support a variety of light industrial uses but there are large tracks of undeveloped land zoned RA included in the Study Area. The RA Zoned land will be evaluated for rezoning to light industrial uses. Zoning recommendations will also be provided for potential PDD's, mixed use development and workforce housing.

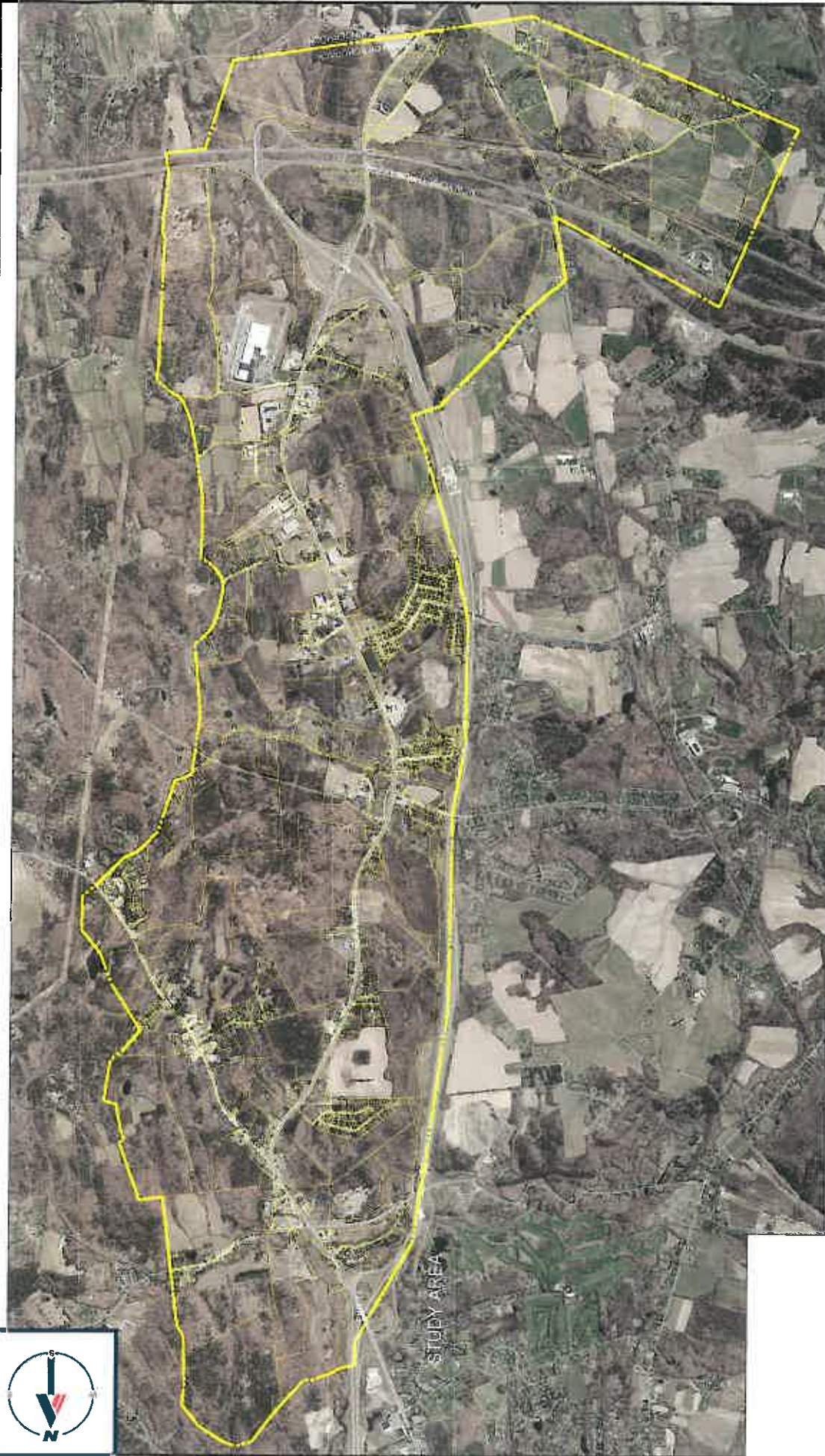
Process

It is expected that the overall process will take from 12 to 18 months. The process would have three primary steps with the Rensselaer County IDA acting as Lead Agency for the SEQR process.

Step 1 – Opportunities and Constraints Analysis – Using GIS based mapping, the Bohler team will complete a comprehensive screening of the corridor for environmental opportunities and constraints (e.g., wetlands, streams, steep slopes, poor soils etc.) to identify up to 10 Preferred Development Sites, each with a minimum of 100 buildable acres

Step 2 – Parcel Control – The Rensselaer County IDA would undertake discussions with landowners to secure options/control of Preferred Development Sites.

Step 3 – Generic Environmental Statement Process – The Bohler team would prepare a Draft GEIS, complete public comment period, prepare a Final GEIS and draft a Statement of Findings. The Statement of Findings will establish environmental thresholds for Preferred Development Sites and provide zoning and/or infrastructure recommendations for the Study Area.



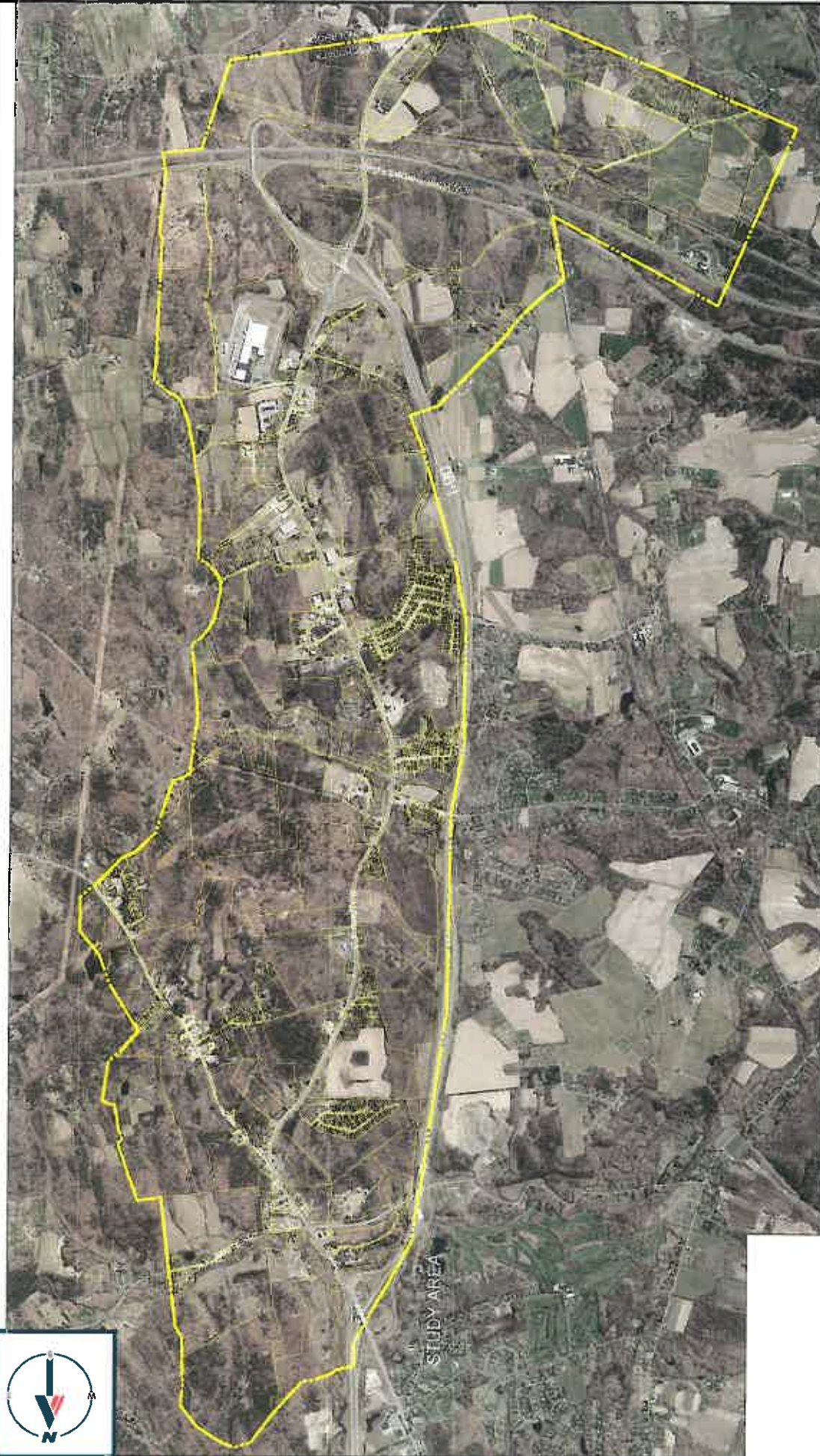
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STUDY AREA
MARCH 11, 2021

SCHODACK I-90 GEIS
TOWN OF SCHODACK, NY



STUDY AREA

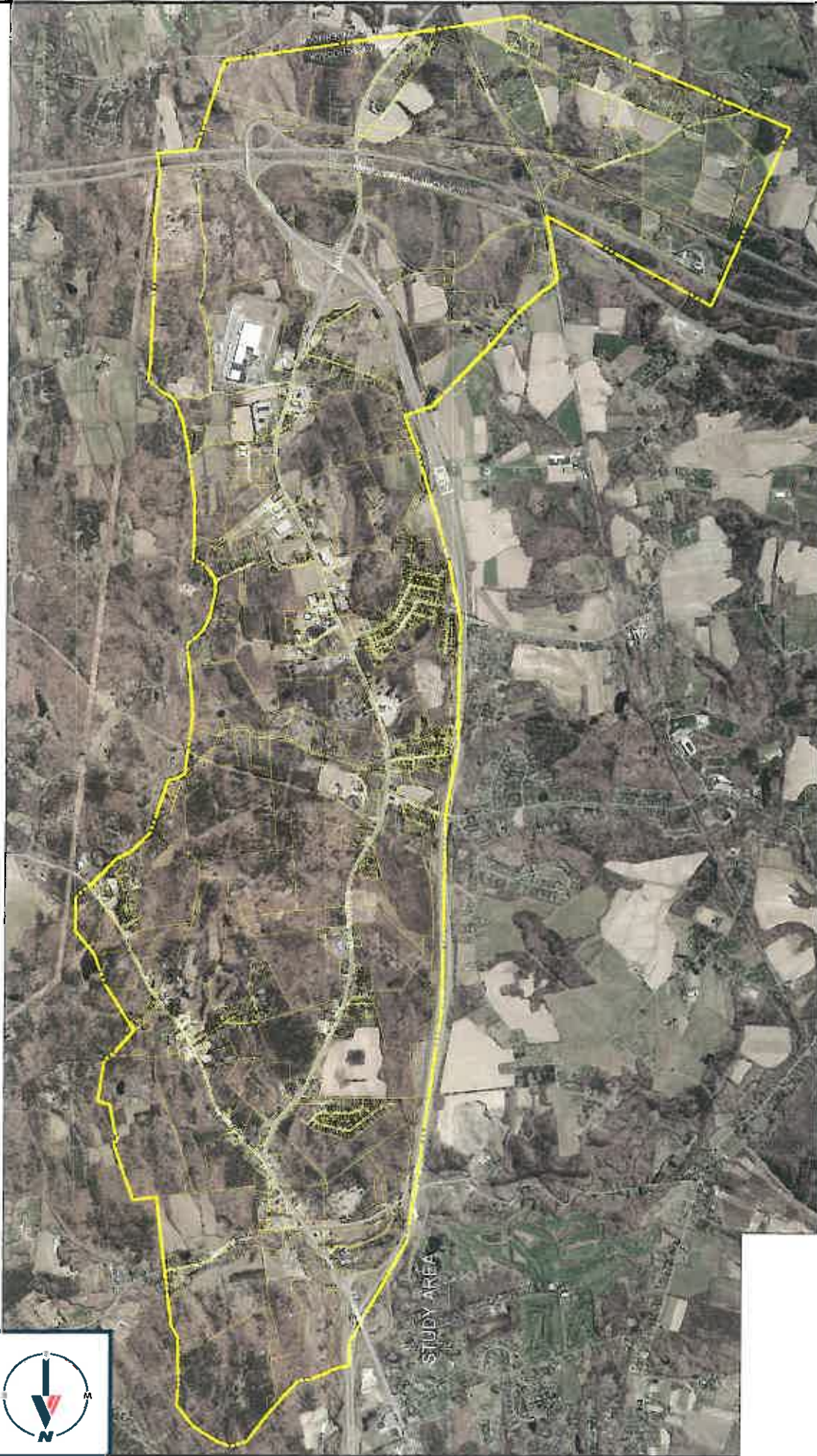


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STUDY AREA
MARCH 11, 2021

SCHODACK 1-90 GEIS
TOWN OF SCHODACK, NY



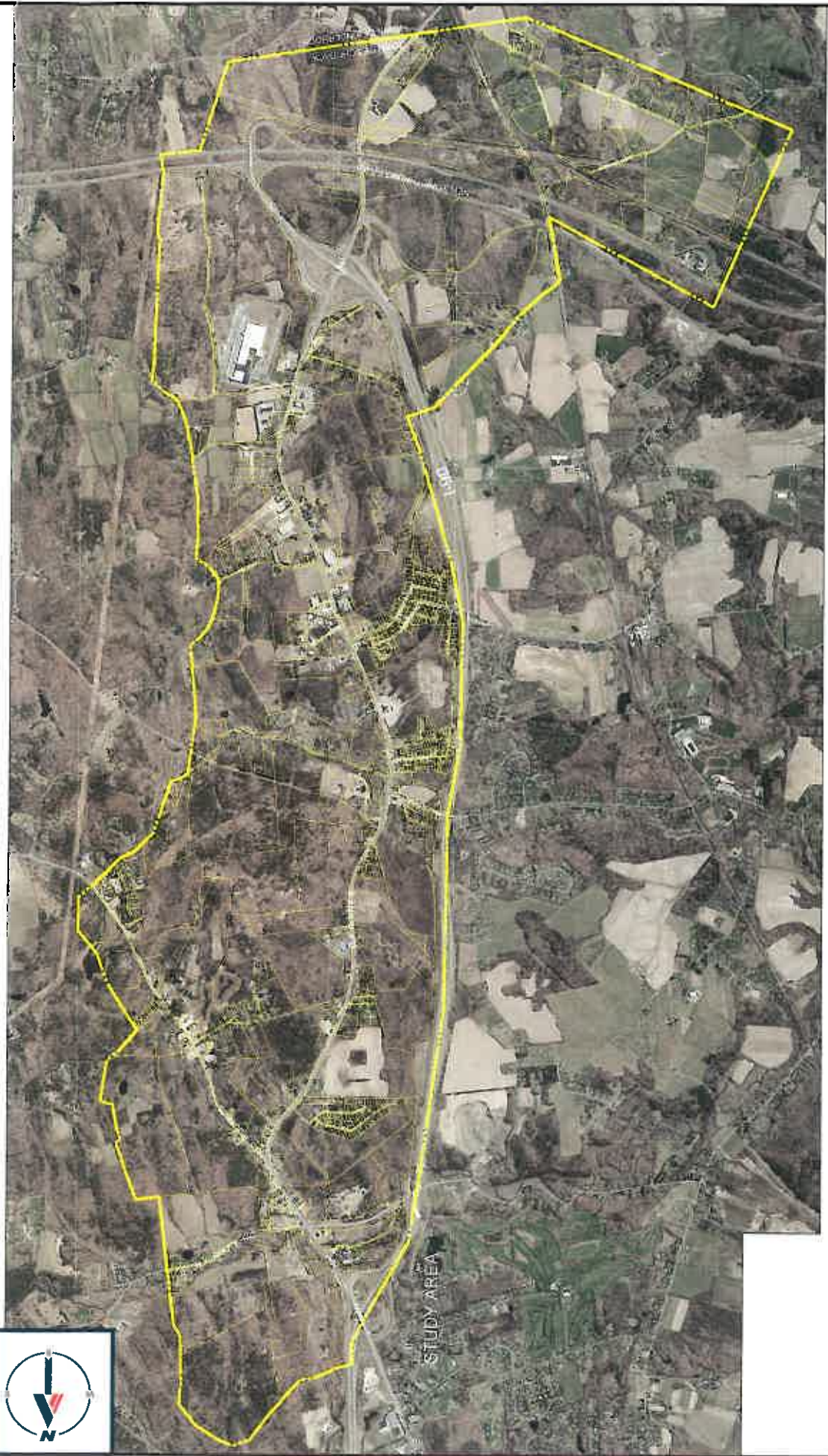


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STUDY AREA
MARCH 11, 2021

SCHODACK I-90 GEIS
TOWN OF SCHODACK, NY



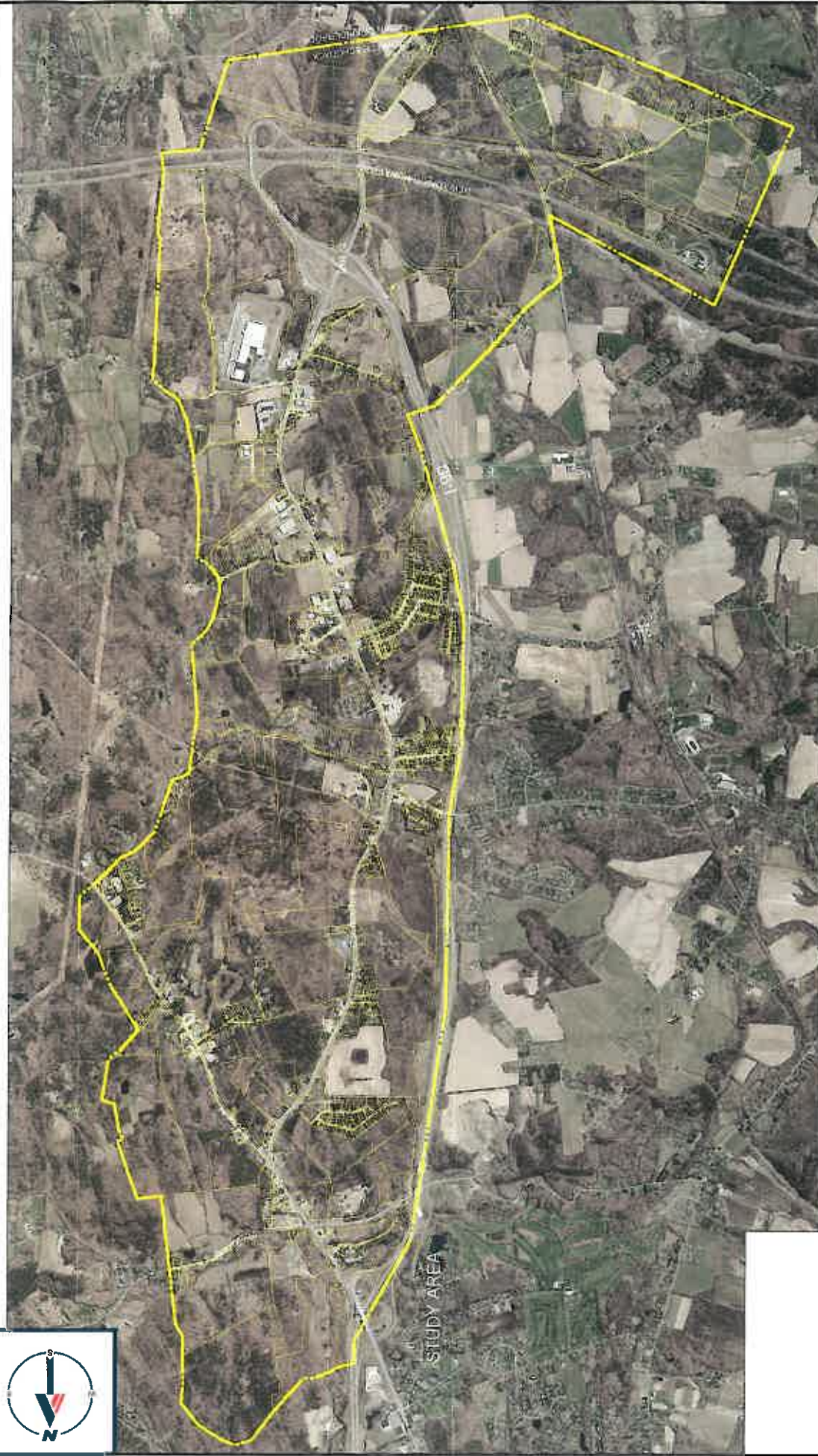


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STUDY AREA
MARCH 11, 2021

SCHODACK I-90 GEIS
TOWN OF SCHODACK, NY

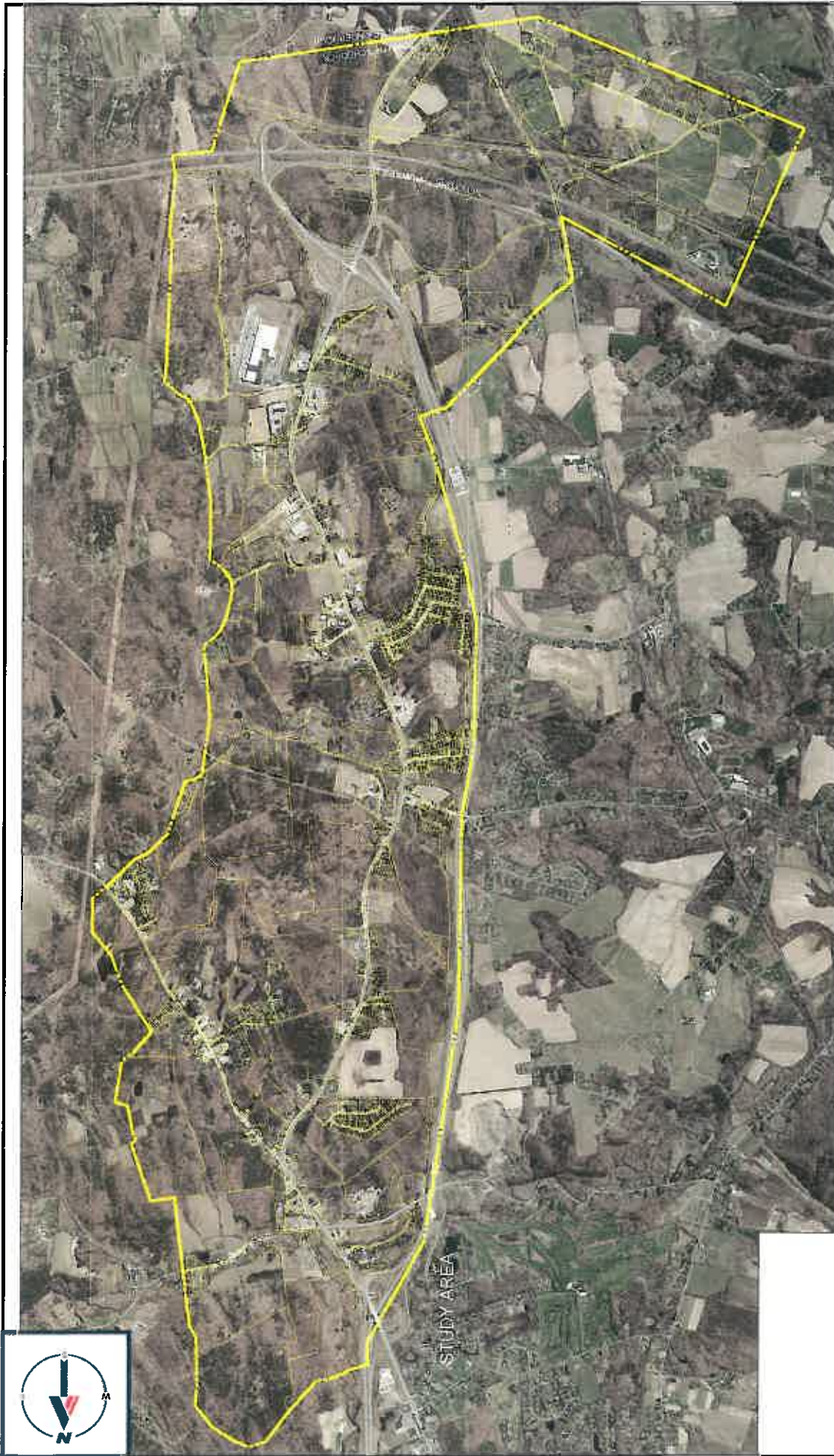




SCHODACK I-90 GEIS
TOWN OF SCHODACK, NY

STUDY AREA
MARCH 11, 2021

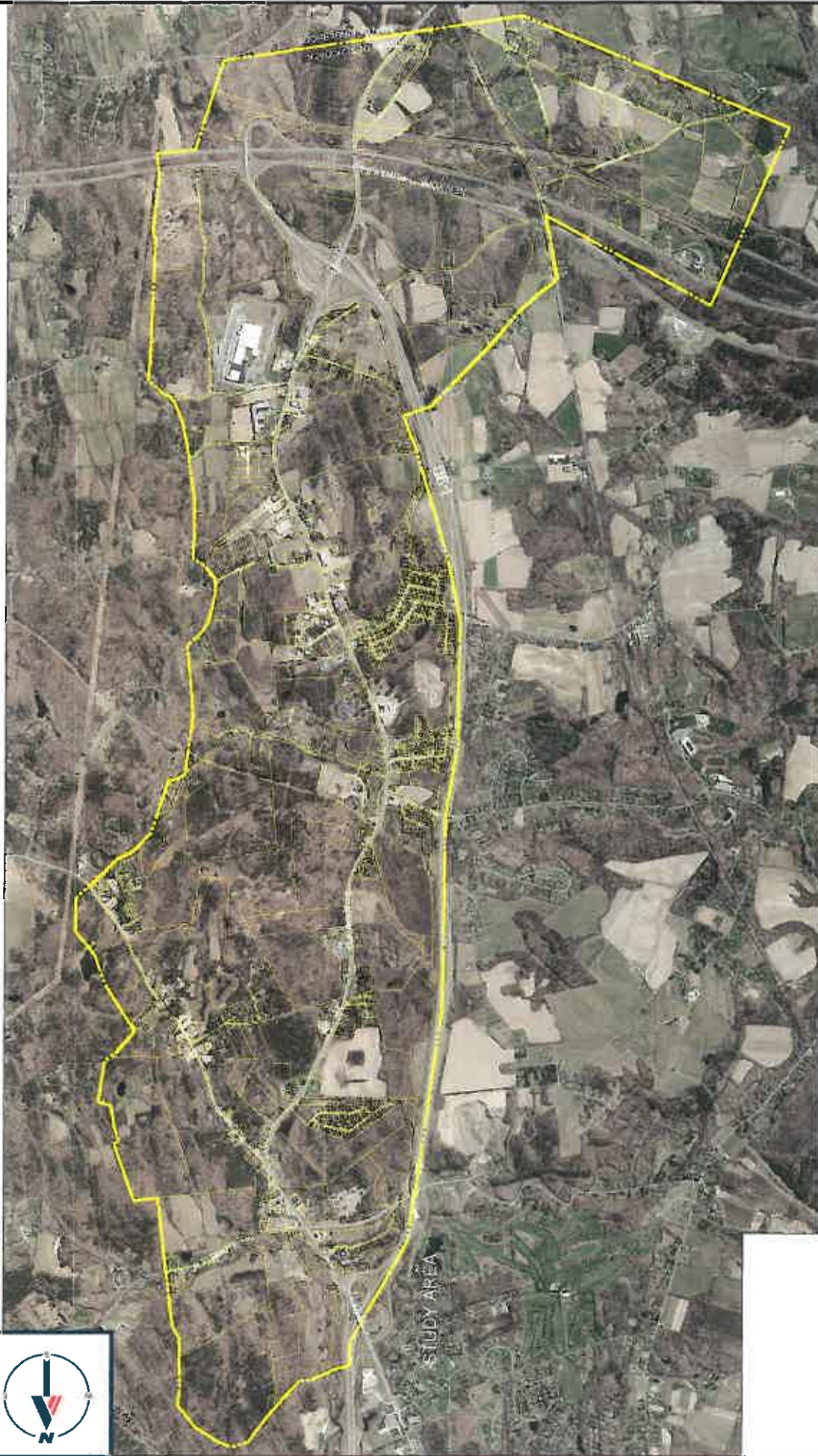
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SCHODACK I-90 GEIS
TOWN OF SCHODACK, NY

STUDY AREA
MARCH 11, 2021





BOHLER

STUDY AREA
MARCH 11, 2021

SCHODACK I-90 GEIS
TOWN OF SCHODACK, NY





SCHODACK I-90 GEIS
TOWN OF SCHODACK, NY

STUDY AREA
MARCH 11, 2021



**Schodack I-90 Draft Generic Environmental Impact Statement (GEIS)
Schodack, NY
Project Summary
March 11, 2021**

Overview

The Route 9 Corridor in the Town of Schodack offers tremendous opportunity to take advantage of the logistics market. Access to two Interstate 90 interchanges, undeveloped land, large water supply and existing zoning offer the potential to develop multiple light manufacturing, light industrial and logistics-based uses. However, with time to market a key criterion in site selection by developers, pre-permitting multiple sites is required for the corridor to compete in the logistics market. To that end, the goal is to complete the State Environmental Quality Review (SEQR) on up to ten (10) potential sites to improve overall competitiveness for future site selection.

Study Area

An initial Study Area, which encompasses approximately 6,000 acres, has been established. The Study Area is generally defined by Exit 11 to the north, Exit B-2 to the south, Interstate 90 to the west, and several private parcel boundaries to the east. A majority of the Study Area is zoned to support a variety of light industrial uses but there are large tracks of undeveloped land zoned RA included in the Study Area. The RA Zoned land will be evaluated for rezoning to light industrial uses. Zoning recommendations will also be provided for potential PDD's, mixed use development and workforce housing.

Process

It is expected that the overall process will take from 12 to 18 months. The process would have three primary steps with the Rensselaer County IDA acting as Lead Agency for the SEQR process.

Step 1 – Opportunities and Constraints Analysis – Using GIS based mapping, the Bohler team will complete a comprehensive screening of the corridor for environmental opportunities and constraints (e.g., wetlands, streams, steep slopes, poor soils etc.) to identify up to 10 Preferred Development Sites, each with a minimum of 100 buildable acres

Step 2 – Parcel Control – The Rensselaer County IDA would undertake discussions with landowners to secure options/control of Preferred Development Sites.

Step 3 – Generic Environmental Statement Process – The Bohler team would prepare a Draft GEIS, complete public comment period, prepare a Final GEIS and draft a Statement of Findings. The Statement of Findings will establish environmental thresholds for Preferred Development Sites and provide zoning and/or infrastructure recommendations for the Study Area.

Schodack I-90 Draft Generic Environmental Impact Statement (GEIS)
Schodack, NY
Project Summary
March 11, 2021

Overview

The Route 9 Corridor in the Town of Schodack offers tremendous opportunity to take advantage of the logistics market. Access to two Interstate 90 interchanges, undeveloped land, large water supply and existing zoning offer the potential to develop multiple light manufacturing, light industrial and logistics-based uses. However, with time to market a key criterion in site selection by developers, pre-permitting multiple sites is required for the corridor to compete in the logistics market. To that end, the goal is to complete the State Environmental Quality Review (SEQR) on up to ten (10) potential sites to improve overall competitiveness for future site selection.

Study Area

An initial Study Area, which encompasses approximately 6,000 acres, has been established. The Study Area is generally defined by Exit 11 to the north, Exit B-2 to the south, Interstate 90 to the west, and several private parcel boundaries to the east. A majority of the Study Area is zoned to support a variety of light industrial uses but there are large tracks of undeveloped land zoned RA included in the Study Area. The RA Zoned land will be evaluated for rezoning to light industrial uses. Zoning recommendations will also be provided for potential PDD's, mixed use development and workforce housing.

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Study Area

An initial Study Area, which encompasses approximately 6,000 acres, has been established. The Study Area is generally defined by Exit 11 to the north, Exit B-2 to the south, Interstate 90 to the west, and several private parcel boundaries to the east. A majority of the Study Area is zoned to support a variety of light industrial uses but there are large tracks of undeveloped land zoned RA included in the Study Area. The RA Zoned land will be evaluated for rezoning to light industrial uses. Zoning recommendations will also be provided for potential PDD's, mixed use development and workforce housing.

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DEMOLITION AND REMOVAL BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we TJA-NY-Paul Rd Castleton, LLC (hereinafter called the Principal), and Philadelphia Indemnity Insurance Company, a corporation organized and existing under the laws of the State of PA and authorized to do business in the State of NY with a usual place of business at One Bala Plaza, Suite 100 Bala Cynwyd, PA 19004 (hereinafter called the Surety) are held and firmly bound unto Town of Schodack, hereinafter called the Obligee), in the full and just sum of One Hundred Seventy One Thousand Five Hundred and 00/100 Dollars (\$171,500.00), which shall remain the payment of which sum, well and truly be made, the Principal and Surety bind themselves, and each of their heirs, administrators, executors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has developed a Decommissioning Plan dated 6/29/2020 along with any amendments thereto (the "Decommissioning Plan");

WHEREAS, the Decommissioning Plan outlines the removal of 5MW solar electric generation facility in Castleton, NY (hereinafter call Project), according to plans entitled TJA-NY-Paul Rd Castleton, LLC Decommissioning Plan;

WHEREAS, the Obligee requires the Principal to provide financial assurance to secure the removal of the Project and restoration of the site;

WHEREAS, the Decommissioning Plan and Cost Analysis dated 6/29/2020 sets for the work required of the Principal for the removal of the Project and restoration of the site; and has filed with the Obligee to remove all equipment related to the Project, including decommissioning of the (name of solar project) as referenced in the aforementioned Decommissioning Plan and Cost Analysis to return the site to its original condition.

WHEREAS, the Obligee has agreed to accept the bond guaranteeing the performance of said dismantling and removing the facility for a period commencing on 6/29/2021.

NOW THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the Principal shall well and truly perform each and every obligation in said agreement at the time and in the manner specified during the term of this bond, and shall reimburse said Obligee all loss and damage which said Obligee may sustain by reason of failure of default on the part of the Principal, then this obligation shall void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is subject to the following conditions:

1. This Bond shall remain in effect through completion of the Principal's obligations required by the Site Lease, unless Surety provides sixty (60) days prior written notice to the Principal and to the Obligee, or the Principal delivers written notice to the Surety and the Obligee, that the notice-sender seeks to modify the terms of, or cancel, this bond. A failure by the Principal to provide substitute security prior to the effective date of cancellation shall not constitute a default recoverable under this bond.
2. The Surety's performance and payment obligation under the bond shall arise after the Obligee has notified the Principal and the Surety in writing, sent by registered mail at their respective addresses, of the Principal's breach. The Surety shall promptly, and at the Surety's expense, and with diligence and all

deliberate speed, complete and incomplete work, and shall be liable for any and all damages sustained by the Obligee, up to the maximum penalty of this bond.

3. If the Surety does not proceed as provided in Paragraph 2 with diligence and all deliberate speed, the Surety shall be deemed to be in default on this bond, and the Obligee shall be entitled to enforce any remedy available to the Obligee.

4. No claim, action, suit, or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this bond unless same be brought or instituted upon the Surety within one year from the termination or expiration of the bond term or such time period as otherwise permitted by relevant statute.

5. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

6. Any proceeding, legal or equitable, under this bond may be instituted in any state court of Pennsylvania without regard to conflicts-of-law principles.

7. Notice to Surety, the Obligee, or the Principal shall be mailed or delivered by registered mail to the address shown on the signature page.

8. It is understood that neither failure of the Principal to file a replacement bond nor refusal by the Surety to extend this bond shall constitute a loss recovered by the Obligee under this bond, provided the Obligee is provided with notice as provided in Paragraph 1.

9. This bond shall not bind the Surety unless the bond is accepted by the Obligee. The acknowledgement and acceptance of such bond is demonstrated by signing where indicated below. If this obligation is not accepted by way of signature of the Obligee below, this bond shall be null and void.

10. The Obligee shall have recourse to the Bond notwithstanding and transfer in title or lease, foreclosure, assignment, bankruptcy or imposition or lien by or against the Principal.

Signed and sealed this 30th day of June 2020.

Principal: TJA-NY Paul Rd Castleton, LLC

By: 

Name and Title: Gregg Beldock, Member

(CORPORATE SEAL)

Surety: Philadelphia Indemnity Insurance Company

By: 

Name and Title: Tracie House, Attorney-in-Fact

(CORPORATE SEAL)

Obligee: Town of Schodack

By: _____

Name and Title: _____

(CORPORATE SEAL)

STATE OF INDIANA
COUNTY OF ST. JOSEPH

I, Heidi Chudzicki, a notary public in and for the state and county aforesaid, do hereby certify that Tracie House of South Bend, Indiana who is personally known to me, appeared before me this day and acknowledged that she signed, sealed and delivered the foregoing instrument as her free and voluntary act as Attorney-in-Fact of Philadelphia Indemnity Insurance Company and as the free and voluntary act of Philadelphia Indemnity Insurance Company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 30th day of June A.D. 2020.

My commission expires 03/22/2024

NOTARIAL JURAT

A handwritten signature in black ink, appearing to read "Heidi Chudzicki", is written over a horizontal line.

Notary Public

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

Surety Bond Number: PB02230800265
Principal: TJA-NY-Paul Rd Castleton, LLC
Obligee: Town of Schodack

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Tracie House** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$75,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures 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 TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 30th day of June, 2020.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

DEMOLITION AND REMOVAL BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we TJA-NY-Paul Rd Castleton, LLC (hereinafter called the Principal), and Philadelphia Indemnity Insurance Company, a corporation organized and existing under the laws of the State of PA and authorized to do business in the State of NY with a usual place of business at One Bala Plaza, Suite 100 Bala Cynwyd, PA 19004 (hereinafter called the Surety) are held and firmly bound unto Town of Schodack, hereinafter called the Obligee), in the full and just sum of One Hundred Seventy One Thousand Five Hundred and 00/100 Dollars (\$171,500.00), which shall remain the payment of which sum, well and truly be made, the Principal and Surety bind themselves, and each of their heirs, administrators, executors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has developed a Decommissioning Plan dated 6/29/2020 along with any amendments thereto (the "Decommissioning Plan");

WHEREAS, the Decommissioning Plan outlines the removal of 5MW solar electric generation facility in Castleton, NY (hereinafter call Project), according to plans entitled TJA-NY-Paul Rd Castleton, LLC Decommissioning Plan ;

WHEREAS, the Obligee requires the Principal to provide financial assurance to secure the removal of the Project and restoration of the site;

WHEREAS, the Decommissioning Plan and Cost Analysis dated 6/29/2020 sets for the work required of the Principal for the removal of the Project and restoration of the site; and has filed with the Obligee to remove all equipment related to the Project, including decommissioning of the (name of solar project) as referenced in the aforementioned Decommissioning Plan and Cost Analysis to return the site to its original condition.

WHEREAS, the Obligee has agreed to accept the bond guaranteeing the performance of said dismantling and removing the facility for a period commencing on 6/29/2021.

NOW THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the Principal shall well and truly perform each and every obligation in said agreement at the time and in the manner specified during the term of this bond, and shall reimburse said Obligee all loss and damage which said Obligee may sustain by reason of failure of default on the part of the Principal, then this obligation shall void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is subject to the following conditions:

1. This Bond shall remain in effect through completion of the Principal's obligations required by the Site Lease, unless Surety provides sixty (60) days prior written notice to the Principal and to the Obligee, or the Principal delivers written notice to the Surety and the Obligee, that the notice-sender seeks to modify the terms of, or cancel, this bond. A failure by the Principal to provide substitute security prior to the effective date of cancellation shall not constitute a default recoverable under this bond.
2. The Surety's performance and payment obligation under the bond shall arise after the Obligee has notified the Principal and the Surety in writing, sent by registered mail at their respective addresses, of the Principal's breach. The Surety shall promptly, and at the Surety's expense, and with diligence and all

deliberate speed, complete and incomplete work, and shall be liable for any and all damages sustained by the Obligee, up to the maximum penalty of this bond.

3. If the Surety does not proceed as provided in Paragraph 2 with diligence and all deliberate speed, the Surety shall be deemed to be in default on this bond, and the Obligee shall be entitled to enforce any remedy available to the Obligee.
4. No claim, action, suit, or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this bond unless same be brought or instituted upon the Surety within one year from the termination or expiration of the bond term or such time period as otherwise permitted by relevant statute.
5. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.
6. Any proceeding, legal of equitable, under this bond may be instituted in any state court of Pennsylvania without regard to conflicts-of-law principles.
7. Notice to Surety, the Obligee, or the Principal shall be mailed or delivered by registered mail to the address shown on the signature page.
8. It is understood that neither failure of the Principal to file a replacement bond nor refusal by the Surety to extend this bond shall constitute a loss recovered by the Obligee under this bond, provided the Obligee is provided with notice as provided in Paragraph 1.
9. This bond shall not bind the Surety unless the bond is accepted by the Obligee. The acknowledgement and acceptance of such bond is demonstrated by signing where indicated below. If this obligation is not accepted by way of signature of the Obligee below, this bond shall be null and void.
10. The Obligee shall have recourse to the Bond notwithstanding and transfer in title or lease, foreclosure, assignment, bankruptcy or imposition or lien by or against the Principal.

Signed and sealed this 30th day of June 2020.

Principal TJA-NY Paw Rd Castleton, LLC
By: Gregg Beldock
Name and Title: Gregg Beldock, Member

(CORPORATE SEAL)

Surety: Philadelphia Indemnity Insurance Company
By: Tracie House
Name and Title: Tracie House, Attorney-in-Fact

(CORPORATE SEAL)

Obligee: Town of Schodack
By: _____
Name and Title: _____

(CORPORATE SEAL)

STATE OF INDIANA
COUNTY OF ST. JOSEPH

I, Heidi Chudzicki, a notary public in and for the state and county aforesaid, do hereby certify that Tracie House of South Bend, Indiana who is personally known to me, appeared before me this day and acknowledged that she signed, sealed and delivered the foregoing instrument as her free and voluntary act as Attorney-in-Fact of Philadelphia Indemnity Insurance Company and as the free and voluntary act of Philadelphia Indemnity Insurance Company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 30th day of June A.D. 2020.

My commission expires 03/22/2024
NOTARIAL JURAT



Notary Public

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

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KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Tracie House** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$75,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures 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 TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

Morgan Knapp

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 30th day of June, 2020.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

This form should be completed by appropriate department head and filed with the bond when submitting it to the Town Clerk.

LETTER OF CREDIT/BOND FORM

(includes maintenance & performance bonds and cash or check securities)

PROJECT NAME: TJA-NY - Paul Rd, Castleton LHC

FILE NAME & NUMBER IF APPLICABLE: TJA / 2019-3

PURPOSE and AMOUNT (i.e. - road bond, drainage, excavation, etc. If multi-purpose, please identify each purpose and applicable amounts. If there are separate bonds for the same project please fill out a form for each bond):

Demolition and Removal Bond

DATE SUBMITTED: 6/29/2020

EXPIRATION DATE OF BOND (if continuous, please note. If multi-purpose please identify each purpose and note expirations of each if different.):

RENEWAL DATE IF APPLICABLE: _____

BOND RECEIVED BY(indicate department): Planning

ATTORNEY VERIFICATION OF BOND (attorney reviewing bond should sign and date the form indicating that they reviewed bond and it is suitable for project requirements):

See Attached letter email Dated July 27th 2020
From Chris Langlois / and Rick Haberge

Nadine Fuda

From: Christopher P. Langlois <cpl@girvinlaw.com>
Sent: Monday, July 27, 2020 4:21 PM
To: Nadine Fuda; rflaberge@labergegroup.com; cristsports@yahoo.com
Subject: RE: TJA Bond

Unless Rich or Craig think otherwise, I'm fine with the form of the Bond and it looks okay for Dave to sign on behalf of the Town.

Rich, can you just confirm that the \$175,000 figure is a reasonable cost estimate? There's a reference in the Board to a "Decommissioning Plan and Cost Analysis dated June 29, 2020", but I haven't seen it.

Christopher P. Langlois
Girvin & Ferlazzo, P.C.
20 Corporate Woods Boulevard
Albany, New York 12211
O - 518-462-0300
F - 518-462-5037
E - cpl@girvinlaw.com

From: Nadine Fuda [mailto:nadine.fuda@schodack.org]
Sent: Monday, July 27, 2020 1:51 PM
To: rflaberge@labergegroup.com; cristsports@yahoo.com; Christopher P. Langlois
Subject: TJA Bond

From: deb.curtis@schodack.org <deb.curtis@schodack.org>
Sent: Monday, July 27, 2020 1:57 PM
To: Nadine Fuda <nadine.fuda@schodack.org>
Subject: Message from KM_654e

Nadine Fuda

From: Laberge, Richard F. <rflaberge@labergegroup.com>
Sent: Tuesday, July 28, 2020 11:33 AM
To: Christopher P. Langlois
Cc: Nadine Fuda; cristsports@yahoo.com
Subject: RE: TJA Bond
Attachments: 03062020 Schodack_Decom Plan and LC_REV 1.pdf

Chris:

This figure is reasonable. We did review the attached draft document back in March of 2020 and found the \$171,500 to be adequate.

Rich

From: Christopher P. Langlois [mailto:cpl@girvinlaw.com]
Sent: Monday, July 27, 2020 4:21 PM
To: 'Nadine Fuda' <nadine.fuda@schodack.org>; Laberge, Richard F. <rflaberge@labergegroup.com>; cristsports@yahoo.com
Subject: RE: TJA Bond

Unless Rich or Craig think otherwise, I'm fine with the form of the Bond and it looks okay for Dave to sign on behalf of the Town.

Rich, can you just confirm that the \$175,000 figure is a reasonable cost estimate? There's a reference in the Board to a "Decommissioning Plan and Cost Analysis dated June 29, 2020", but I haven't seen it.

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Subject: Message from KM_654e

Young / Sommer LLC

ATTORNEYS AT LAW

EXECUTIVE WOODS, FIVE PALISADES DRIVE, ALBANY, NY 12205
Phone: 518-438-9907 • Fax: 518-438-9914

www.youngsommer.com

Lisa M. Gorman, Legal Assistant
Telephone Extension: 233
lgorman@youngsommer.com

July 15, 2020

Via Federal Express

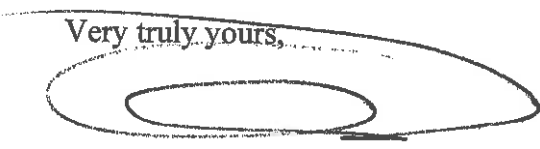
Nadine Fuda, Director of Planning and Zoning
Town of Schodack
265 Schuurman Road
Planning and Zoning Department
Castleton, NY 12033

Re: TJA-NY-Paul Rd Castleton, LLC

Dear Fuda:

Enclosed is an original Demolition and Removal Bond relative to the above. Please send a copy of the signed bond to us at your earliest convenience. Thank you.

Very truly yours,


Lisa M. Gorman
Legal Assistant to Robert A. Panasci, Esq.

Enc.



A Xerox Company

MANAGED SERVICES AGREEMENT
Eastern Managed Print Network - A Xerox Company

v2021.01.017

1224 West Genesee Street, Syracuse, NY 13204
Phone: 800-836-2505 www.easternmpn.com

BILL TO:

Customer Name: Town Of Schodack Town Hall - ST52:443753
Bill To Address: 265 Schurman Road

City/State/ZIP: Castleton On Hudson, NY 12033
Accounts Payable Contact:
Accounts Payable Phone:
Accounts Payable Email:

Contract Term (In Months): 12

EQUIPMENT LOCATION:

Customer Name: Town Of Schodack Town Hall - ST52:443753
Install Address: 265 Schurman Road

City/State/ZIP: Castleton On Hudson, NY 12033
Site Phone: 518-477-7590
Meter Read Contact:
Meter Read Email:

See Attached Printer Schedule: []

Serviced Devices:

Table with 5 columns: Model, Serial Number, ID#, B&W Meter, Color Meter. Row 1: Xerox 5225P, KBM528682, 973CH, ., .

Pricing: Usage and Base Payment Amounts Must Match Billing Period

Table with 4 columns: Usage Type, Price, Base Payment, Overage Rate. Rows include B&W Copy Usage, Color Copy Usage, B&W Print Usage, Color Print Usage, B&W Flat Fee Units, Color Flat Fee Units.

[x] EMPN to Bill Base Payment [] Leasing Company to Bill Base Payment *Overage charges to be billed by EMPN

Billing Period:

[] Monthly [] Quarterly [] Semi-Annually [x] Annually

Notes: This contract should run from April 15, 2020 to April 14, 2021

EMPN 360 Diagnostic Application

EMPN is committed to provide exceptional customer support during the term of this agreement. Obtaining accurate real time equipment information such as supply levels and meter readings is vital in providing this level of support. Installation of the 360 Diagnostic Application will allow automatic meter acquisition, resulting in improved billing integrity and proactive toner management, including automatic delivery.

EMPN 360 Diagnostic Application installed? [] Yes [] No

If EMPN 360 Diagnostic Application is declined, manual meter acquisitions will be charged at a rate of \$25 per billing period and will be included on customer's invoice.

Customer acknowledges receipt of the terms of this agreement which consists of 2 pages, including this face page.

Print Name _____

Signature: _____

Date: _____ Purchase Order #: _____

FOR INTERNAL EMPN USE ONLY:

Sales Representative: Chris Short

Approved by: _____

TERMS AND CONDITIONS

1. SERVICES. Throughout this Agreement the words "We," "Our," and "Us" refers to Eastern Managed Print Network (hereinafter referred to as EMPN). The words "You" and "Your" refer to the Customer indicated on the reverse. This Agreement covers both the labor and materials for adjustments, repairs, and replacement of parts necessitated by normal use of the Equipment listed on the face of this Agreement ("Services"). Services does not include the following: (a) repairs due to misuse, neglect, or abuse (including, without limitation, improper voltage or use of supplies that do not conform to the manufacturers' specifications; (b) use of options, accessories or products not provided by EMPN; (c) non-EMPN alterations, relocation, service or supplies; (d) loss or damage resulting from accidents, fire, or theft; (e) maintenance requested outside EMPN's normal business hours; (f) Thermal heads, process units, and fuser units for Facsimile Machines; (g) Thermal Heads and Mict Toner for Laser Printers and parts and labor for all non-laser printers, end/or (h) parts for Scanners. Replacement parts may be new, reprocessed, or recovered, (i) Staples. Supplies provided by EMPN are in accordance with the copy volumes set forth on the face of this Agreement and within the manufacturer's stated yields. Supplies are to be used exclusively for the Equipment and remain EMPN property until consumed. You will return, or allow EMPN to retrieve, any unused supplies at the termination/expiration of this Agreement. You are responsible for the cost of excess supplies. You authorize Equipment to be connected to an automatic meter reading device or, if we otherwise request, you will provide us with accurate meter readings for each item of the Equipment when and by such means as we request. If you do not permit the EMPN to use automatic meter reading devices, EMPN may charge a monthly fee of \$25.00 per billing period for manually performing meter reads. If you do not provide meter reads as required, EMPN may estimate the reading and bill accordingly. In the event additional printers are added to the Customer's network and appears on FMA (FM Audit); if applicable, the Customer understands notification may be sent to the Customer contact person on record along with an EMPN Equipment ID Tag; said equipment will also be added to the existing Maintenance Agreement. Non-networked printers may be added provided applicable paperwork is completed and signed by the Customer. The addition of networked and/or non-networked equipment may result in additional costs to the Customer at current EMPN rates. You shall provide adequate space and electrical service for the operation of the Equipment in accordance with UL and/or manufacturer's specifications. Supplies will be shipped via Ground. All shipping methods will be billed to the Customer and may include special processing fees. Customer is responsible for shipping and handling for any shipping method other than UPS Ground. Service provided outside EMPN's normal business hours will be at EMPN hourly rates in effect at the time of Service. If, at any time during the Term of this Agreement, Customer upgrades, modifies, or adds Equipment, Customer shall promptly notify EMPN. EMPN maintains the right to inspect any upgrades and modifications to equipment and/or additional equipment and, in its sole discretion, determine whether equipment is eligible for Service. If approved, the Agreement will be amended to include such changes, including pricing modifications. Unless otherwise agreed to in writing, Customer remains solely responsible for any and all Customer data stored within the Equipment and the removal of such data upon termination of this Agreement.

2. TERM AND PAYMENT. Except as otherwise provided for herein, this Agreement is non-cancelable. The commencement date for this contract shall be the later of: A. The date of delivery for equipment purchased or leased from EMPN; Or B. The date of the signing of the contract by EMPN and customer for all other equipment. Unless notified in writing by certified mail, return receipt requested, and received and signed by EMPN no less than sixty (60) days prior to its expiration, this Agreement shall automatically renew for additional one (1) year periods. You agree to pay EMPN the Minimum Monthly Payment and all other sums when due and payable. The Minimum Monthly Payment entitles you to Services for a specific number and type (i.e. black & white, color, scan) of Prints/Copies as identified on the face of this Agreement and will be billed in advance. In addition, You agree to pay the **Overage Rate** for each Print/Copy that exceeds the applicable number and type of Prints/Copies provided in the Minimum Monthly Payment which amount shall be billed in arrears. A Print/Copy is defined as standard 8.5"x11" copy (larger size copies may register two meter clicks). Scans, in excess of prints/copies, are subject to Overage Rates. No credit will be applied towards unused copies/prints. Your obligation to pay all sums when due shall be absolute and unconditional and is not subject to any abatement, offset, defense or counterclaim. If any payment is not paid within 10 days of its due date, you will pay a late charge not to exceed 7% of each late payment (or such lesser rate as is the maximum allowable by law). EMPN has the right to withhold service and supplies, without recourse, for any non-payment. Unless otherwise stated on the face of this Agreement, EMPN may increase the Base Charge and/or the Overage Rates on an annual basis, in an amount not to exceed 15%. EMPN retains the right to have all or some of the amounts due hereunder billed and/or collected by third parties. If Customer requires any specialized billing procedure or invoicing, EMPN reserves to bill an administrative fee not to exceed \$100 per invoice.

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

4. WARRANTY. You acknowledge that the Equipment covered by this Agreement was selected by You based upon your own judgment. EMPN MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES OF MERCHANTABILITY; OR, FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED. IN PARTICULAR, BUT WITHOUT LIMITATION, NO WARRANTY IS GIVEN THAT EQUIPMENT IS SUITABLE FOR PURPOSES INTENDED BY CUSTOMER.

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

6. BREACH OR DEFAULT. A. Breach or Default by Customer shall include but not limited to any of the following: 1. Failure to pay on time any amount due hereunder; 2. Breach of any terms of this Contract; 3. Ceasing to do business as a going concern; 4. Filing of a petition by or against Customer under any of the provisions or chapters of the Bankruptcy Act or any Amendment thereto; 5. Assignment by Customer for the benefit of creditors; 6. Calling of a general meeting of creditors; 6. Attempts to make an informal arrangement or composition with creditors;

7. Appointment of a receiver or any officer of a court to have control of any of Customer's property; 8. If EMPN deems the Agreement to be in jeopardy or if EMPN feels insecure; 9. Physical moving or relocation of equipment by Customer or by anyone else other than EMPN; 10. Misuse of the equipment as determined by EMPN; 11. Transfer of title, ownership or possession of the equipment; or 12. Relocation of Customer's place of business to a state other than the state where the equipment was delivered or located at the Commencement of the Contract; 13. Use of any supply item which causes machine damage, requires unreasonable excessive service or does not meet current minimum physical property guidelines which EMPN may have for such supply items; or 14. If Equipment is modified, damaged, altered or serviced or repaired by anyone other than employees of EMPN; or 15. Placing Equipment in an area which violates EMPN's approved space, electrical or environmental requirements. B. REMEDIES in the event of breach or default by Customer, 1. EMPN, in addition to any other legal remedies it may have, may terminate this Contract effective upon written notice to Customer. 2. In addition, Customer agrees to pay to EMPN reasonable attorney's fees (at no less than \$200 per hour) and legal expenses (including but limited to court filing fees and anniversary fees, sheriff and constable fees, witness fees, stenographer and deposition transcript fees, and other expenses related to collection or litigation) incurred in exercising any of its rights and remedies upon breach or default by Customer, plus interest at a rate of 1 1/2 % per month. 3. Full contract price (including amounts due and payable, and amounts not yet due or payable) shall become immediately due and payable.

7. ASSIGNMENT: Neither Party may assign or transfer any of its rights or obligations under the Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing EMPN MAY ASSIGN OR TRANSFER the Agreement to Xerox Corporation, or another party in the event of a merger, consolidation, stock transfer or sale of all or substantially all of its assets, without consent.

8. NOTICES: All notices required or permitted under this Agreement shall be by registered mail to such party at the address set for in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from EMPN to you shall be effective three days after it has been deposited in the mail, duly addressed. All such notices to EMPN from you shall be effective after it has been received via registered U.S. Mail.

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

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

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

12. DEVELOPER. EMPN has the sole right to install and remove developer. Developer will be removed according to EMPN's sole discretion.

13. LOANER POLICY. EMPN shall be under no obligation to provide a "loaner" or substitute equipment to customer. The provision of any such equipment by EMPN shall be deemed gratuitous and a gesture of goodwill and shall not bind or obligate EMPN in any manner. EMPN may charge customer for delivery, installation, maintenance, service, repairs, supplies, copies, and use of said loaner of such equipment.

14. NETWORK SUPPORT - IMAGETECH MAINTENANCE AGREEMENT DOES NOT SUPPORT INITIAL NETWORK INSTALLATION OF EQUIPMENT. (PLEASE REFER TO IMAGETECH "NETWORK / CONNECTIVITY CONSULTING CONTRACT" FOR ALL CHARGES AND FEES ASSOCIATED WITH NETWORKING)

15. RELOCATION OF EQUIPMENT. NO ONE OTHER THAN EMPN SHALL MOVE OR RELOCATE THE EQUIPMENT. Customer will be liable for all costs associated with any Equipment relocation. These costs will include all applicable installation and removal charges, special rigging charges, and any parts and Technical Representative labor connected with the relocation. Technical Representative labor and parts will be charged in accordance with the EMPN hourly rates and parts prices in effect at the time of the relocation.

16. PRINTER SCHEDULE. All printers (currently owned or after acquired) must be listed on the attached Printer Schedule to be eligible for service under the Agreement. Should Customer become aware of any printers not on the attached Schedule, or should Customer obtain any new printers during the Term (hereinafter "Non-Supported Printer(s)"), Customer shall provide notice to EMPN within 10 days after learning of a Non-Supported Printer. EMPN is not responsible for any devices not listed on the Schedule (Original or by way of addendum).

Customer Initials _____



A Xerox Company

MANAGED SERVICES AGREEMENT
Eastern Managed Print Network – A Xerox Company
V8021 01.012

2021-14

1224 West Genesee Street, Syracuse, NY 13204
Phone: 800-836-2505 www.easternmpn.com

BILL TO:

Customer Name: Town Of Schodack Town Hall - ST52:443753
Bill To Address: 265 Schurman Road

City/State/ZIP: Castleton On Hudson, NY 12033
Accounts Payable Contact:
Accounts Payable Phone:
Accounts Payable Email:

Contract Term (In Months): 12

EQUIPMENT LOCATION:

Customer Name: Town Of Schodack Town Hall - ST52:443753
Install Address: 265 Schurman Road

City/State/ZIP: Castleton On Hudson, NY 12033
Site Phone: 518-477-7590
Meter Read Contact:
Meter Read Email:

See Attached Printer Schedule:

Serviced Devices:

Model	Serial Number	ID#	B&W Meter	Color Meter
Xerox B405	9HB348221	908FV	-	-

Pricing: Usage and Base Payment Amounts Must Match Billing Period

0	B&W Copy Usage	\$	423.30	Base Payment	25596	\$	0.0158	Overage Rate
0	Color Copy Usage	\$	-	Base Payment				Overage Rate
	B&W Print Usage			Base Payment				Overage Rate
	Color Print Usage			Base Payment				Overage Rate
	B&W Flat Fee Units			Base Payment				
	Color Flat Fee Units			Base Payment				

EMPN to Bill Base Payment

Leasing Company to Bill Base Payment

*Overage charges to be billed by EMPN

Billing Period:

Monthly

Quarterly

Semi-Annually

Annually

Notes: This contract should run from April 15,2020 to April 14, 2021

EMPN 360 Diagnostic Application

EMPN is committed to provide exceptional customer support during the term of this agreement. Obtaining accurate real time equipment information such as supply levels and meter readings is vital in providing this level of support. Installation of the 360 Diagnostic Application will allow automatic meter acquisition, resulting in improved billing integrity and proactive toner management, including automatic delivery.

EMPN 360 Diagnostic Application installed?

Yes

No

If EMPN 360 Diagnostic Application is declined, manual meter acquisitions will be charged at a rate of \$25 per billing period and will be included on customer's invoice.

Customer acknowledges receipt of the terms of this agreement which consists of 2 pages, including this face page.

Print Name _____

Signature: _____

Date: _____ **Purchase Order #:** _____

FOR INTERNAL EMPN USE ONLY:

Sales Representative: Chris Short

Approved by: _____

TERMS AND CONDITIONS

1. **SERVICES.** Throughout this Agreement the words "We," "Our," and "Us" refers to Eastern Managed Print Network (hereinafter referred to as EMPN). The words "You" and "Your" refer to the Customer indicated on the reverse. This Agreement covers both the labor and materials for adjustments, repairs, and replacement of parts necessitated by normal use of the Equipment listed on the face of this Agreement ("Services"). Services does not include the following: (a) repairs due to misuse, neglect, or abuse (including, without limitation, improper voltage or use of supplies that do not conform to the manufacturers' specifications); (b) use of options, accessories or products not provided by EMPN; (c) non-EMPN alterations, relocation, service or supplies; (d) loss or damage resulting from accidents, fire, or theft; (e) maintenance requested outside EMPN's normal business hours; (f) Thermal heads, process units, and fuser units for Facsimile Machines; (g) Thermal Heads and Micr Toner for Laser Printers and parts and labor for all non-fuser printers, and/or (h) parts for Scanners. Replacement parts may be new, reprocessed, or recovered, (i) Staples. Supplies provided by EMPN are in accordance with the copy volumes set forth on the face of this Agreement and within the manufacturer's stated yields. Supplies are to be used exclusively for the Equipment and remain EMPN property until consumed. You will return, or allow EMPN to retrieve, any unused supplies at the termination/expiration of this Agreement. You are responsible for the cost of excess supplies. You authorize Equipment to be connected to an automatic meter reading device or, if we otherwise request, you will provide us with accurate meter readings for each item of the Equipment when and by such means as we request. If you do not permit the EMPN to use automatic meter reading devices, EMPN may charge a monthly fee of \$25.00 per billing period for manually performing meter reads. If you do not provide meter reads as required, EMPN may estimate the reading and bill accordingly. In the event additional printers are added to the Customer's network and appears on FMA (FM Audit); if applicable, the Customer understands notification may be sent to the Customer contact person on record along with an EMPN Equipment ID Tag; said equipment will also be added to the existing Maintenance Agreement. Non-networked printers may be added provided applicable paperwork is completed and signed by the Customer. The addition of networked and/or non-networked equipment may result in additional costs to the Customer at current EMPN rates. You shall provide adequate space and electrical service for the operation of the Equipment in accordance with UL and/or manufacturer's specifications. Supplies will be shipped via Ground. All shipping methods will be billed to the Customer and may include special processing fees. Customer is responsible for shipping and handling for any shipping method other than UPS Ground. Service provided outside EMPN's normal business hours will be at EMPN hourly rates in effect at the time of Service. If, at any time during the Term of this Agreement, Customer upgrades, modifies, or adds Equipment, Customer shall promptly notify EMPN. EMPN maintains the right to inspect any upgrades and modifications to equipment and/or additional equipment and, in its sole discretion, determine whether equipment is eligible for Service. If approved, the Agreement will be amended to include such changes, including pricing modifications. Unless otherwise agreed to in writing, Customer remains solely responsible for any and all Customer data stored within the Equipment and the removal of such data upon termination of this Agreement.

2. **TERM AND PAYMENT.** Except as otherwise provided for herein, this Agreement is non-cancelable. The commencement date for this contract shall be the later of: A. The date of delivery for equipment purchased or leased from EMPN; Or B. The date of the signing of the contract by EMPN and customer for all other equipment. Unless notified in writing by certified mail, return receipt requested, and received and signed by EMPN no less than sixty (60) days prior to its expiration, this Agreement shall automatically renew for additional one (1) year periods. You agree to pay EMPN the Minimum Monthly Payment and all other sums when due and payable. The Minimum Monthly Payment entitles you to Services for a specific number and type (ie. black & white, color, scan) of Prints/Copies as identified on the face of this Agreement and will be billed in advance. In addition, You agree to pay the Coverage Rate for each Print/Copy that exceeds the applicable number and type of Prints/Copies provided in the Minimum Monthly Payment which amount shall be billed in arrears. A Print/Copy is defined as standard 8.5"x11" copy (larger size copies may register two meter clicks). Scans, in excess of prints/copies, are subject to Coverage Rates. No credit will be applied towards unused copies/prints. Your obligation to pay all sums when due shall be absolute and unconditional and is not subject to any abatement, offset, defense or counterclaim. If any payment is not paid within 10 days of its due date, you will pay a late charge not to exceed 7% of each late payment (or such lesser rate as is the maximum allowable by law). EMPN has the right to withhold service and supplies, without recourse, for any non-payment. Unless otherwise stated on the face of this Agreement, EMPN may increase the Base Charge and/or the Coverage Rates on an annual basis, in an amount not to exceed 15%. EMPN retains the right to have all or some of the amounts due hereunder billed and/or collected by third parties. If Customer requires any specialized billing procedure or invoicing, EMPN reserves to bill an administrative fee not to exceed \$100 per invoice.

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

4. **WARRANTY.** You acknowledge that the Equipment covered by this Agreement was selected by You based upon your own judgment. EMPN MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES OF MERCHANTABILITY; OR, FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED. IN PARTICULAR, BUT WITHOUT LIMITATION, NO WARRANTY IS GIVEN THAT EQUIPMENT IS SUITABLE FOR PURPOSES INTENDED BY CUSTOMER.

5. **LIMITATION OF LIABILITY.** In no event shall EMPN be liable for any indirect, special, incidental or consequential damages (including lost profits) whether based in contract, tort, or any other legal theory and irrespective of whether EMPN has notice of the possibility of such damages.

6. **BREACH OR DEFAULT.** A. Breach or Default by Customer shall include but not limited to any of the following: 1. Failure to pay on time any amount due hereunder; 2. Breach of any terms of this Contract; 3. Ceasing to do business as a going concern; 4. Filing of a petition by or against Customer under any of the provisions or chapters of the Bankruptcy Act or any Amendment thereto; 5. Assignment by Customer for the benefit of creditors; 6. Calling of a general meeting of creditors; 6. Attempts to make an informal arrangement or composition with creditors;

7. Appointment of a receiver or any officer of a court to have control of any of Customer's property; 8., if EMPN deems the Agreement to be in jeopardy or if EMPN feels insecure; 9. Physical moving or relocation of equipment by Customer or by anyone else other than EMPN; 10. Misuse of the equipment as determined by EMPN; 11. Transfer of title, ownership or possession of the equipment; or 12. Relocation of Customer's place of business to a state other than the state where the equipment was delivered or located at the Commencement of the Contract; 13. Use of any supply item which causes machine damage, requires unreasonable excessive service or does not meet current minimum physical property guidelines which EMPN may have for such supply items; or 14. If Equipment is modified, damaged, altered or serviced or repaired by anyone other than employees of EMPN; or 15. Placing Equipment in an area which violates EMPN's approved space, electrical or environmental requirements. B. **REMEDIES** in the event of breach or default by Customer, 1. EMPN, in addition to any other legal remedies it may have, may terminate this Contract effective upon written notice to Customer. 2. In addition, Customer agrees to pay to EMPN reasonable attorney's fees (at no less than \$200 per hour) and legal expenses (including but limited to court filing fees and anniversary fees, sheriff and constable fees, witness fees, stenographer and deposition transcript fees, and other expenses related to collection or litigation) incurred in exercising any of its rights and remedies upon breach or default by Customer, plus interest at a rate of 1 1/2 % per month. 3. Full contract price (including amounts due and payable, and amounts not yet due or payable) shall become immediately due and payable.

7. **ASSIGNMENT:** Neither Party may assign or transfer any of its rights or obligations under the Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing EMPN MAY ASSIGN OR TRANSFER the Agreement to Xerox Corporation, or another party in the event of a merger, consolidation, stock transfer or sale of all or substantially all of its assets, without consent.

B. **NOTICES:** All notices required or permitted under this Agreement shall be by registered mail to such party at the address set for in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from EMPN to you shall be effective three days after it has been deposited in the mail, duly addressed. All such notices to EMPN from you shall be effective after it has been received via registered U.S. Mail.

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

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

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

12. **DEVELOPER.** EMPN has the sole right to install and remove developer. Developer will be removed according to EMPN's sole discretion.

13. **LOANER POLICY** EMPN shall be under no obligation to provide a "loaner" or substitute equipment to customer. The provision of any such equipment by EMPN shall be deemed gratuitous and a gesture of goodwill and shall not bind or obligate EMPN in any manner. EMPN may charge customer for delivery, installation, maintenance, service, repairs, supplies, copies, and use of said loaner of such equipment.

14. **NETWORK SUPPORT - IMAGETECH MAINTENANCE AGREEMENT DOES NOT SUPPORT INITIAL NETWORK INSTALLATION OF EQUIPMENT.** (PLEASE REFER TO IMAGETECH "NETWORK / CONNECTIVITY CONSULTING CONTRACT" FOR ALL CHARGES AND FEES ASSOCIATED WITH NETWORKING)

15. **RELOCATION OF EQUIPMENT.** NO ONE OTHER THAN EMPN SHALL MOVE OR RELOCATE THE EQUIPMENT. Customer will be liable for all costs associated with any Equipment relocation. These costs will include all applicable installation and removal charges, special rigging charges, and any parts and Technical Representative labor connected with the relocation. Technical Representative labor and parts will be charged in accordance with the EMPN hourly rates and parts prices in effect at the time of the relocation.

16. **PRINTER SCHEDULE.** All printers (currently owned or after acquired) must be listed on the attached Printer Schedule to be eligible for service under the Agreement. Should Customer become aware of any printers not on the attached Schedule, or should Customer obtain any new printers during the Term (hereinafter "Non-Supported Printer(s)"), Customer shall provide notice to EMPN within 10 days after learning of a Non-Supported Printer. EMPN is not responsible for any devices not listed on the Schedule (Original or by way of addendum).

Customer Initials _____

Dawne Kelly

From: Tim D. Goard <tdg@escohvac.com>
Sent: Friday, April 2, 2021 10:08 AM
To: Dawne Kelly
Cc: Esco Service; Tim D. Goard
Subject: UV Air Purification lights/ Town of Schodack
Attachments: Package-Unit RGF units 2021 (2).pdf; RGF1.jpg; RGF2.jpg; RGF-Environmental-SARS-CoV-2-Results-Dr-IAQ.pdf

Hello Dawne,

Per our conversation about the Advanced UV air purification system, I attached all of the information that I explained to you. You will have a more in depth explanation on how these clean the air and kill micro organisms /viruses etc. Also you will see a study that shows that RGF units efficacy of 99.9% against the SARS-CoV-2 virus.

We can target the Court House and DMV office as they are the most populated. One light installed will cost around 1,100 (maintenance free). One light may be able to cover 2 units with no problem. Please read the files I attached to learn more about this technology. If you have any questions at all please call me at the office 518-482-0375.

I will call you next week to discuss further.

Thank You!
Have a Happy Easter.

.im

Tim Goard



"Dedicated to Excellence Since 1981"

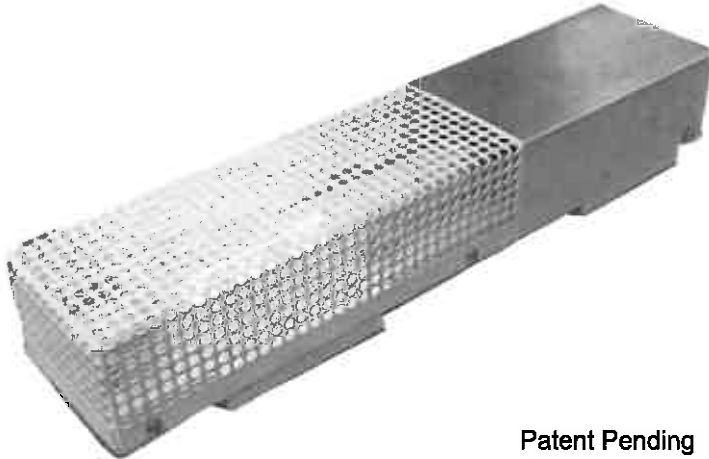
Heating, Cooling, Temperature Control, & Energy Management

Cell: 518-577-4089 Office: 518-482-0375 Fax: 518-482-0398 12 Burdick Drive, Albany NY 12205

RGF[®]

ENVIRONMENTAL GROUP, INC.

Magnetic Mount Package Air Purification System A Photohydroionization[®] (PHI) Technology



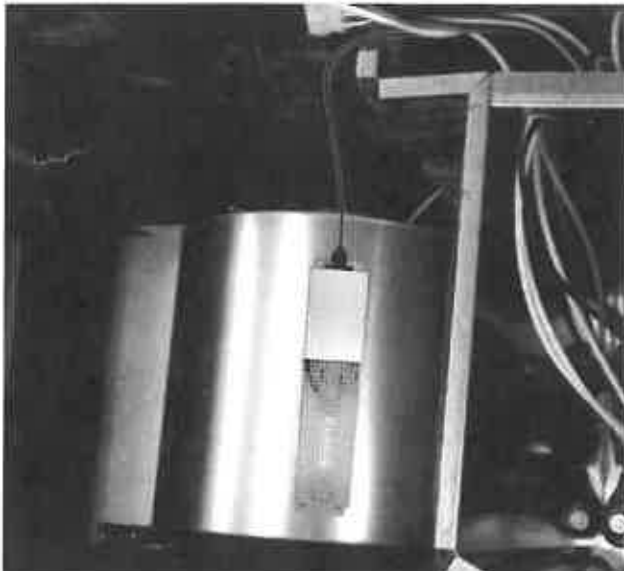
Patent Pending

The **PHI Package Unit** by RGF[®] is designed to eliminate sick building syndrome risks by reducing odors, air pollutants, VOCs (chemical odors), smoke, mold bacteria and viruses*. This product is designed specifically for package systems and utilizes adjustable magnetic feet to attach without fasteners to the blower unit itself making installation as trouble free as possible. This 24V model connects directly into the control box of the HVAC unit. Now available in 5", 9" and 14" cells which will handle package products from 1.5 to 20 tons. Perfect for all applications where duct work is hard to get to.

Why Use RGF's Photohydroionization[®] Technology?

Germicidal UV light rays have been used for decades by the medical industry as a method for destroying micro-organisms (germs, viruses, bacteria). UV light is dependable and can be easily installed in HVAC systems. Germicidal UV light is effective in reducing only the airborne micro-organisms that pass directly through the light rays. However, germicidal UV light has little to no effect on gases, vapors or odors. Photohydroionization[®] Advanced Oxidation, which is an active system, on the other hand, is very effective on gases, vapors, VOCs and odors within the occupied space.

TYPICAL INSTALLATION



Actual lab tests showing over 99% reductions of airborne bacteria, mold, odors and virus



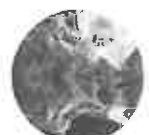
E-Coli



Staph



Mold



Odors



H1N1



Avian Flu



Norwalk



MRSA

The RGF Package Unit utilizes UV light enhanced by a hydrated quad-metallic compound target which develops an advanced oxidation reaction that creates hydro-peroxides, super oxide ions and hydroxides. By engineering the proper UV light wavelength, in combination with a triple function, no maintenance unit, The PHI Cell provides safe hydrogen peroxides to purify the air. With the RGF HVAC-PHI Cell Advanced Oxidation System, micro-organisms can be reduced by over 95%. Gases, VOCs and odors can also be reduced significantly, and the room will have hydro-peroxides, super oxide ion and hydroxides which will help give your room fresh, clean and odor free air.

*UV, Hydro-peroxides and Ozone are recorded as effective in killing viruses however RGF has not performed clinical tests on viruses as there are thousands of strains

Validation

RGF first developed its Advanced Oxidation Technology over 10 years ago. Over one million RGF Cells are in use around the world. RGF has licensed its technology to many Fortune 500 companies for use in the medical, food, military, residential, commercial, marine, hospitality, and government, etc. RGF cells in various products have been tested and approved by:

- ETL, TÜV & CSA
- U.S. Military
- Chinese Government
- Japanese Government (TV commercial)
- Canadian Government
- European Union

In addition, RGF technology, because of its ability to kill bacteria and virus on surfaces and in the air, has been specified in the Norovirus/MRSA protection plan of America's largest restaurant chains, hotel chains, theme parks, cruise lines, public schools and hospitals.

Test Results

Samples of university & independent lab tests and major corporation studies

- New tested on H1N1 Swine Flu with 99% Kill on surfaces**
- 4-log reduction (99.99%) surface bacteria virus reduction
- Over 85% VOC reduction
- 99% of microbes in human sneeze killed at 3 feet
- 97% airborne bacteria reduction
- 99% reductions of E.coli, Listeria, Strep, Tuberculosis, Bird Flu, etc.
- 85% odor reduction
- 97% airborne mold reduction
- US Military approved for mold protection in field hospitals
- Hospital approvals infectious Diseases - U.S. and International 99% reduction of Staph (MRSA)
- Most US city school reports 20% reduction in absenteeism
- Tested and approved by the Chinese Government for protection against the SARS virus
- Approved by the USDA, (FSIS) and allow for use in food processing plants.
- Fox News, the 48-page report concluded RGF and concluded that RGF is the best technology available to reduce bacteria in food processing plants.
- RGF is featured on: NBC, CBS, FOX, ABC, CBS

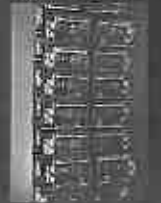
About RGF Environmental



Innovation
Since 1985 RGF has maintained a steady flow of award winning innovative environment friendly solutions. RGF has been awarded national recognition as a recipient of the INC./MCI Customer Service Award.



Design and R&D
Our technical staff consists of engineers and scientists from the following specialties: biological, mechanical, chemical, waste treatment, construction engineering, nuclear, fabrication design, and environmental law.



Patented Technology
RGF has been a leader in patented Environmental Purification Technology. RGF technology has been licensed to numerous Fortune 500 companies and is in use in 33 countries.



Advanced Oxidation
RGF has been a leader in Advanced Oxidation technology since 1985. We developed an advanced catalytic oxidation system for total organic carbon. Our Advanced Oxidation technology has been approved for use by the USDA, FDA, FSIS for food processing and major corporations for Norwalk/MRSA protection.



RGF manufactures over 500 environmental products. Manufactured by RGF Environmental Group
www.rgf.com

REME•HALO™

An RGF Residential / Commercial Product

The Next Generation In IAQ



Is Your Home Protected?

The main advantage...

Guardian Air™ does not need the pollutants to travel to the air handler for UV treatment or filtration. Guardian Air™ is proactive and sends targeted aggressive advanced oxidizers into the room to destroy the pollutants at the source, in the air and on surfaces, before they can reach your family, clients or employees.

RGF

ENVIRONMENTAL GROUP, INC.

REME-HALO™



Swine Flu**



Tuberculosis*



Norwalk*



Listeria*



Particulate



Bacillus sp.*



Bird Flu*



Srep**

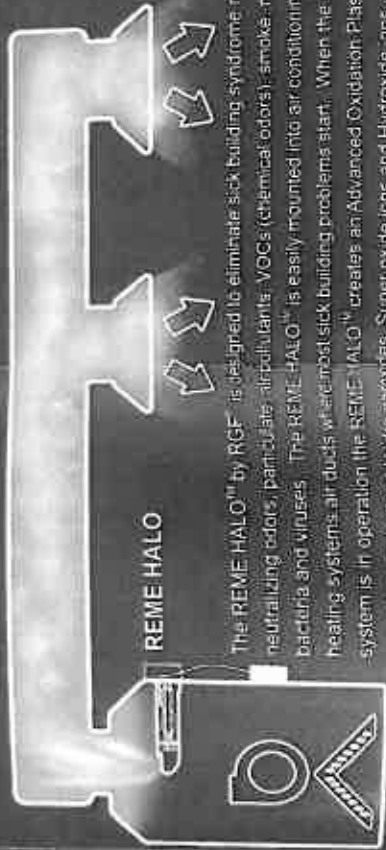
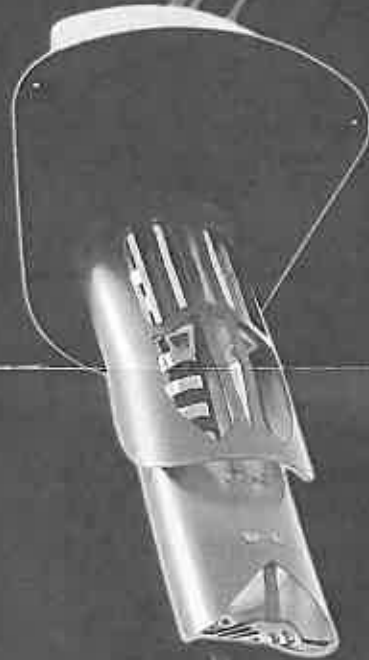


MRSA*



Gases & Odors

NEW ZINC IONS
KILL VIRUSES ON
SURFACES



The REME-HALO™ by RGF is designed to eliminate sick building syndrome risks by neutralizing odors, particulate, air pollutants, VOCs (chemical odors), smoke, mold, bacteria and viruses. The REME-HALO™ is easily mounted into air conditioning and heating systems air ducts where most sick building problems start. When the HVAC system is in operation the REME-HALO™ creates an Advanced Oxidation Plasma consisting of Ionized Hydroperoxides, Super oxide ions and Hydroxide ions. All are friendly oxidizers. By friendly oxidizers we mean oxidizers that revert back to oxygen and hydrogen after the oxidation of the pollutant.

Pending Patent

REME-HALO™ sends zinc ions throughout the room to kill microbes at the source. Average sneeze microbial reduction: 99%.

The Sneeze Test



Kansas State University Study

QUICK RELEASE FEATURE
NO TOOLS REQUIRED FOR BLUING

- KILLS BACTERIA, MOLD AND VIRUSES
- REDUCES ODORS, PARTICULATE, SMOKE AND VOCs
- RECOMMENDED BY MAJOR HOTELS AND RESTAURANTS, CRUISE LINES FOR NON-WALK VIRUS PROTECTION AND MILITARY FOR MOLD REDUCTION
- KILLS 99% OF SNEEZE GERMS WITHIN 3 FEET
- NEW ZINC IONS KILLS 99% OF VIRUSE ON SURFACES



Made in America

5 YEAR WARRANTY

Call for more details: 1-800-333-2000



California UL 1456
CAN C66 C222
Class 2511-ENE6233-2.02

RGF[®] Environmental Group Study: REME HALO[®] Inactivates SARS-CoV-2 by 99.9%

**Proprietary PHI- Cell[®] Technology Eliminates the Need for Virus Particles
 to Travel through HVAC or Air Purification Systems**

Port of Palm Beach, Florida (October 26, 2020) – RGF[®] Environmental Group, Inc., a leading environmental design and manufacturing company, has released the results of a third-party study that reveal REME HALO[®] efficacy of 99.9% against the SARS-CoV-2 virus, commonly known as the coronavirus 2019 or COVID-19.

Commencing in March 2020, the study was overseen by Dr. James Marsden, Executive Director of Science and Technology at RGF. “The study results show the REME HALO[®] to be effective in combating the COVID-19 virus and a valuable solution to immediately improve the Indoor Air Quality of residential and commercial spaces and protect occupants against exposure to the SARS-CoV-2 virus.” The studies are ongoing.



Figure 1: Dr. James Marsden, Executive Director of Science and Technology

The independent third-party study focused on the inactivation of SARS-CoV-2 using RGF’s proprietary REME HALO[®] product with PHI- Cell[®] technology. The testing, performed at the Innovative Bioanalysis Laboratories in Cypress, Calif., looked at neutralizing the virus within the occupied space in the air and on surfaces.

“In our New Normal, the public deserves the confidence of Indoor Air Quality solutions that are backed by science. This study proves the efficacy of one of our flagship products,” said Ron Fink, CEO, RGF[®] Environmental Group, Inc. “From restaurants to schools and places of business, RGF’s REME HALO[®] is a tested and proven solution that provides the peace of mind needed to get America back to work.”

The test procedure used the SARS-CoV-2 virus inside a large chamber (1,280 cu. ft.) representing a real-world air-conditioned office or home. The virus was nebulized into the space simulating a sneeze or cough from an infected person. With the

Testing summary: 99.9% inactivation of the SARS-CoV-2 virus

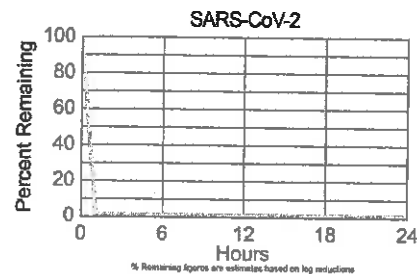


Image 2: Testing Summary: 99.9% Inactivation of the SARS-CoV-2 utilizing REME HALO[®].

April 8, 2021

David Harris, Town Supervisor
Town of Schodack, New York
265 Schuurman Road
Castleton, New York 12033

Dear Mr. Harris:

We are pleased to confirm our understanding of the services we are to provide the Town of Schodack, New York (the Town) for the year ending December 31, 2020. We will audit the balance sheet - statutory basis and the statement of revenue, expenditures, and changes in fund balance - all governmental fund types - statutory basis, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Town as of and for the year ending December 31, 2020.

We have also been engaged to report on supplementary information other than RSI that accompanies the Town's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Budgetary comparison schedules
- 2) Balance sheets - Account Groups - general fixed assets and general long term debt - statutory basis

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with the statutory basis of accounting and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the Town's financial statements.

6 Wembley Court
Albany, New York 12205
p (518) 464-4080
f (518) 464-4087

www.bonadio.com

Audit Objectives (Continued)

Our report will be addressed to the Town Board. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from this engagement.

Audit Procedures-General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with auditing standards generally accepted in the United States. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures-Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures-Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also assist in preparing the financial statements, supplementary information, and related notes of the Town in conformity with the statutory basis of accounting based on information provided by you. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with the statutory basis of accounting.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the statutory basis of accounting; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with the statutory basis of accounting; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management Responsibilities (Continued)

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide; oversee the services by designating an individual, preferable from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them. With regards to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents, if required under the terms of issuance.

With regards to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information, and therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Engagement Administration, Fees, and other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing. We will provide copies of our reports to the Town; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Bonadio & Co., LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Town's regulator or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Bonadio & Co., LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the Town. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Joseph F. Heroux is the engagement principal and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

David Harris, Town Supervisor
Town of Schodack, New York
April 8, 2021
Page 5

Engagement Administration, Fees, and other (Continued)

Our fee for these services will not exceed \$12,000. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. In the event certain circumstances, as listed in Appendix A, arise during the engagement, our agreed upon fees will be affected and additional fees may be assessed. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

In the event of a dispute related in any way to our services, our firm and you agree to discuss the dispute and, if necessary, to promptly mediate in a good faith effort to resolve. We will agree on a mediator, but if we cannot, either of us may apply to a court having personal jurisdiction over the parties for appointment of a mediator. We will share the mediator's fees and expenses equally, but otherwise will bear our own attorneys' fees and mediation cost. Participation in such mediation shall be a condition to either of us initiating litigation. In order to allow time for the mediation, any applicable statute of limitations shall be tolled for a period not to exceed 120 days from the date either of us first requests in writing to mediate the dispute. The mediation shall be confidential in all respects, as allowed or required by law, except our final settlement positions at mediation shall be admissible in litigation solely to determine the prevailing party's identity for purposes of the award of attorneys' fees.

Electronic Communications

In performing services under this Agreement, Bonadio & Co., LLP and/or Client may wish to communicate electronically either via facsimile, electronic mail, cloud-based portal, or similar methods (collectively, "Electronic Means"). However, the electronic transmission of information cannot be guaranteed to be secure or error free, and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Unless you notify us otherwise, we shall regard your acceptance of this Agreement as your consent to use Electronic Means. It is therefore your responsibility to notify Bonadio & Co., LLP when/if your employee(s) no longer require access to Electronic Means that are controlled by Bonadio. Such notice may be sent by email to the partner responsible for this engagement at the address noted in the signature section of this Agreement. All risks related to your business, including access connected with the use of Electronic Means by you or your employees are borne by you and are not our responsibility. It is therefore your responsibility to notify Bonadio & Co., LLP when/if your employee(s) no longer require access to Electronic Means that are controlled by Bonadio.

Limitation of Liability

All services will be rendered by and under the supervision of qualified staff in accordance with auditing standards generally accepted in the United States of America and the terms and conditions set forth in this agreement. Bonadio & Co., LLP makes no other representation or warranty regarding either the services to be provided or any Deliverables; in particular, and without limitation of the foregoing, any express or implied warranties of fitness for a particular purpose, merchantability, warranties arising by custom or usage in the profession, and warranties arising by operation of law are expressly disclaimed.

David Harris, Town Supervisor
Town of Schodack, New York
April 8, 2021
Page 6

Limitation of Liability (Continued)

In no event, unless it has been finally determined that Bonadio & Co., LLP was grossly negligent or acted willfully or fraudulently, shall Bonadio & Co., LLP be liable to the client or any of its officers, directors, employees or to any other third party, whether a claim be in tort, contract or otherwise for any amount in excess of the total professional fee paid by you to us under this agreement for the particular service to which such claim relates. In no event shall Bonadio & Co., LLP be liable for any special, consequential, indirect, exemplary, punitive, lost profits or similar damages, even if we have been apprised of the possibility thereof.

Indemnification

The Town agrees to indemnify and hold harmless Bonadio & Co., LLP and its personnel from any and all third-party claims, liabilities, costs, and expenses, including reasonable attorney fees, arising from or relating to the services under this Agreement, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of Bonadio & Co., LLP relating to such services.

In the unlikely event that differences concerning this agreement or our services provided hereunder should arise that are not resolved by mutual agreement, to facilitate judicial resolution and save time and expense of both parties, Bonadio & Co., LLP and the Foundation agree not to demand a trial by jury in any action, proceeding or counterclaim arising out of or relating to this agreement.

We appreciate the opportunity to be of continued service to the Town and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy, and return it to us.

Very truly yours,
Bonadio & Co., LLP



Joseph F. Heroux, CPA
Principal

JFH\tms

RESPONSE:

This letter correctly sets forth the understanding of the **Town of Schodack, New York**

Signature: _____

Title: _____

Date: _____

Appendix A

Town of Schodack Circumstances Affecting Timing and Fee Estimate Years Ending December 31, 2020

The fee quoted for the audit of your financial statements is based on certain assumptions. Circumstances may arise during the engagement that could significantly affect the targeted completion dates and our fee. As a result, additional fees may be necessary. Such circumstances include but are not limited to the following:

1. Changes to the timing of the engagement at the Town's request. Changes to the timing of the engagement typically require reassignment of personnel used in the performance of services hereunder. However, because it is often difficult to reassign individuals to other engagements, Bonadio & Co., LLP may incur significant unanticipated costs. The audit start date will be agreed upon with management.
2. Audit supporting schedules are (a) not provided by the Town on the date requested and agreed to with management, (b) not completed in an appropriate format or mathematically correct, or (c) not in agreement with the appropriate Town records (e.g., general ledger accounts, source documents, confirmations).
3. If all requested information is not provided by the date requested, additional fees at standard hourly rates may be charged for all work performed after the scheduled fieldwork dates.
4. Weaknesses or significant changes in the internal control structure or systems.
5. Necessary changes to management prepared financial statements.
6. Significant new issues or changes as follows:
 - a. Significant new accounting issues that require an unusual amount of time to resolve,
 - b. Significant changes or transactions that occur prior to the issuance of our reports,
 - c. Significant changes in auditing requirements set by regulators.
7. Significant delays in the Town's assistance in the engagement or delays in reconciling variances as requested by Bonadio & Co., LLP.
8. All invoices, contracts, or other documents, which we will identify for the Town, are not located by the Town's personnel, or made ready for our easy access.
9. Significant number of proposed adjustments identified during our audit.
10. Changes in audit scope caused by events that are beyond our control.
11. Untimely payment of our invoices as they are rendered.
12. Delays in engagement completion due to outside parties including attorneys.



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A Professional Accounting Corporation

Report on the Firm's System of Quality Control

To the Partners of
Bonadio & Co., LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Bonadio & Co., LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, an audit performed under FDICIA, an audit of a broker-dealer, and examinations of service organizations [SOC 1 and SOC 2 engagements].

As part of our peer review, we considered reviews by regulatory entities as communicated to the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Bonadio & Co., LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Bonadio & Co., LLP has received a peer review rating of *pass*.

Postlethwaite & Netterville

Baton Rouge, Louisiana
October 19, 2020