

2020-157



Town Supervisor
David B. Harris

Town of Schodack
Building Department
265 Schuurman Road
Castleton, New York 12033
Phone: (518) 477-7940 Fax: (518) 477-7938
<https://www.schodack.org>

Memo

To: Schodack Town Board
From: Joseph Tremblay
cc:
Date: May 5, 2020
Re: Building Fees (Solar)

All,

I am writing to recommend to the town board that the building department fee schedule be amended to adjust the rates for commercial solar. Not to be confused with Large Scale Utility Solar (solar farms).

I have attached for your review, the current fee schedule as well as the building departments proposed changes.

The changes would decrease the fee per 1,000 sq.ft. from \$500.00 down to \$100.00, as well as cap the maximum fee for commercial solar to \$25,000.00.

I believe that the reduced fee of \$100 per sq. ft. is more in line with the costs associated with issuing the permit and inspecting the work performed. I would also note that to date we have not collected any permit application fees under the current \$500 per sq. ft. rate since that rate was first established



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Building & Zoning Permit Application Fees

1) Residential Rates (1 and 2 Family) - \$25 Minimum

- | | |
|--|-------------|
| a) New Homes and Additions | |
| i) New Construction (CO included) | \$.25 sq/ft |
| ii) Additions (CO included) | \$.20 sq/ft |
| iii) Foundation Only | \$100 |
| b) Improvements and Garages | |
| i) Decks, porches, Patios | \$.25 sq/ft |
| ii) Garages | \$.30 sq/ft |
| c) Internal Remodels | \$.20 sq/ft |
| d) Renovations – Roofs, siding, fence, windows, generators, etc. | |
| i) Up to \$1,000 | \$25 |
| ii) \$1,000 - \$3,000 | \$35 |
| iii) \$3,000 - \$5,000 | \$50 |
| iv) For each additional \$5,000 or part there of | \$10 |
| e) Accessory Structures | |
| i) Barns, sheds, carports, gazebos, tents, etc. | \$.25 sq/ft |

2) Commercial and 3+ Families - \$100 Minimum

- | | |
|--|-------------|
| a) New Construction and additions | |
| i) New Construction | \$.40 sq/ft |
| ii) Additions | \$.40 sq/ft |
| iii) Foundation Only | \$.10 sq/ft |
| b) Improvements and Garages | |
| i) Decks, Porches & Patios | \$.35 sq/ft |
| ii) Garages | \$.35 sq/ft |
| c) Internal Remodels | \$.30 sq/ft |
| d) Renovations - Roofs, siding, fence, windows, generators, etc. | |
| i) Up to \$1,000 | \$50 |
| ii) \$1,000 - \$3,000 | \$75 |
| iii) \$3,000 - \$5,000 | \$100 |
| iv) For each additional \$5,000 or part there of | \$25 |
| e) Accessory Structures | |
| i) Barns, storage, shed, carports, gazebos, tents, etc. | \$.35 sq/ft |

Third Party Inspection Fees: If a third party inspector is used for construction inspections, reduce fees over \$25,000 by one quarter. Third party fees are not included in these fees. An agreement must be made between the three parties prior to the permit being issued.

4) Miscellaneous Fees

a) Signs	
i) New Installation	\$5.00 Sq/ft
ii) Replace Existing	\$2.50 Sq/ft
b) Site Development	
i) Residential	\$50
ii) Commercial / 3+ Family	\$100
c) Solar / Wind Generator	
i) Residential	\$250
ii) Commercial per 1,000 Sq/Ft or part there of	\$500
iii) Solar / Wind Farms	
(1) New	\$5,000
(2) Expansion	\$2,500
d) Cell Tower Permit (Planning Approval Required)	
i) New Structure	\$5,000
ii) Co-Location on Existing Tower	\$2,500
iii) Cell Tower Mod/Upgrade/Addition of Equipment	\$250 EA.
e) Sewage Treatment Plants	
i) Up to 50 Units	\$1,500
ii) 51 – 100 Units	\$2,500
iii) For each additional 50 Units	\$1,000

5) Administrative Fees

a) Additional Inspections (Payable before C.O. or C.o.C.)	\$50
b) Inspections outside business hours	\$100
c) Building Plans Reviewed without permit application	\$50 hr.
d) Timber Harvest Inspection Fees	
i) To Close Permit	\$50
ii) Each Additional Inspection	\$50
e) Special Use Inspection Fees	
i) Residential	\$50
ii) Commercial	\$100
f) Renewal of Permits (6 month renewal)	50% the cost of a <u>NEW</u> permit - \$25 Min.
g) Zoning compliance / Research Request	\$50
h) Aerial Fireworks Display (one time event)	\$100
i) Operating Permit	\$250
j) Returned Check Fee	\$25

Waiver of Fees: The Building Department shall be authorized to waive permit fees (up to \$100) for non-profit organizations, such as churches, fire companies, etc. without having to request a waiver from the Schodack Town Board.



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Town of Schodack
Highway Department

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

KENNETH J. HOLMES
Superintendent of Highways

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

Memorandum

To: The Town Board

Subject: 2020 Road Program

Date: May 8, 2020

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

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

Kenneth J. Holmes
Superintendent of Highways
Town of Schodack



Town of Schodack
Highway Department

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

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Kenneth J. Holmes
Superintendent of Highways
Town of Schodack

"A Good Place to Live and Work"



2020-161

C&S Companies
499 Col. Eileen Collins Blvd.
Syracuse NY 13212
p: (315) 455-2000
f: (315) 455-9667
www.cscos.com

April 22, 2020

Mr. David Harris, Supervisor
Town Board, Town of Schodack
265 Schuurman Road
Castleton-on-Hudson, New York 12033

Re: TJA-NY-Paul Rd Castleton LLC
13 Paul Road
Castleton-on-Hudson, Rensselaer County, New York
Lot Line Adjustment
SPB # 2019-3 / PD2 District - Town Board Resolution 2019-258

File: U41.013.004

Dear Mr. Harris:

This letter is written on behalf of TJA Clean Energy to request that the portion of the existing Town right-of-way for Glaz Road which extends approximately 150 ft into tax parcel 209.-8-1, be abandoned by the Town and the lot line adjusted in line with the prevailing parcel boundary along Paul Road. The area in question is highlighted on the attached survey and the proposed lot line shown in red. While depicted as part of the right-of-way to Glaz Road on the current tax maps, there is no road surface present and the land is vacant, wooded land. A photo of the portion of land in question is also attached.

The lot line adjustment will provide the applicant relief from a setback requirement which currently extends well into the subject parcel as a result of the current configuration of the right-of-way for Glaz Road. The adjustment would provide a consistent setback line for the front of the parcel along Paul Road.

Thank you for your time and consideration of this request. Please let us know if you have any questions or require any additional information in order for this request to be placed on the agenda for consideration at the next Town Board meeting.

Sincerely,

C&S ENGINEERS, INC.

A handwritten signature in black ink, appearing to read 'Eric N. Kenna', written over a faint, larger version of the signature.

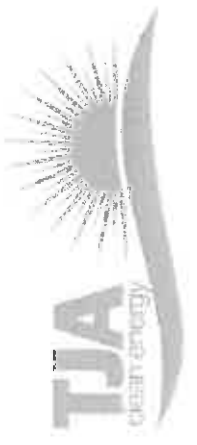
Eric N. Kenna, P.E.
Department Manager

ENK



Lot Line Adjustment Request

C&S Engineers, Inc.
489 Col. Eileen Collins Blvd.
Syracuse, New York 13212
Phone: 315-455-2000
Fax: 315-455-8667
www.csc06.com



**Glaz Road Right-of-Way
TJA-NY-Paul Rd Castleton LLC**

DECLARATION OF ABANDONMENT

Pursuant to Highway Law § 205(1), the highway and right-of-way identified and described below is hereby declared to be abandoned by reason of having not been opened and worked within six years from the time it was dedicated to the use of the public:

That portion of Glaz Road extending south of Paul Road, and more particularly described as follows: Beginning at the intersection of the westerly boundary of Glaz Road with the southerly boundary of Paul Road, running thence S 85°57'46"E along the easterly prolongation of said southerly boundary of Paul Road, a distance of 50.00 feet to a point in the easterly boundary of said Glaz Road; thence S 4°02'14" W along said easterly boundary of Glaz Road, a distance of 160.00 feet to the southerly boundary of said Glaz Road; thence N 85°57'46" W along said southerly boundary of Glaz Road, a distance of 50.00 feet to said westerly boundary of Glaz Road; thence N 4°02'14" E along said westerly boundary of Glaz Road, a distance of 160.00 feet to the point of beginning.

The Town Board of the Town of Schodack having consented to the issuance of this Declaration by Resolution adopted on May 14, 2020, and having authorized the Town Supervisor to sign said Declaration on its behalf.

Said highway and right-of-way to be deemed discontinued upon the filing and recording of this Declaration in the Town Clerk's Office.

TOWN OF SCHODACK
SUPERINTENDENT OF HIGHWAYS

By: _____
Kenneth Holmes

Dated: May __, 2020

TOWN OF SCHODACK
TOWN BOARD

By: _____
David Harris, Town Supervisor, as
Authorized Signee

Dated: May __, 2020

2020-162

April 20, 2020
VIA EMAIL & MAIL

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

Re: Season's East Landfill/Clean Fill Permit
Ref. No. TB 2020-01
Town of Schodack, New York

Dear Supervisor Harris & Town Board Members:

Our office has reviewed the above referenced application and found it to be in compliance with the applicable portions of Chapter 137 of the Town Code with a few exceptions which are minor in nature. If the Board is so inclined, the outstanding items could become conditions of the Board's approval. The outstanding items are as follows:

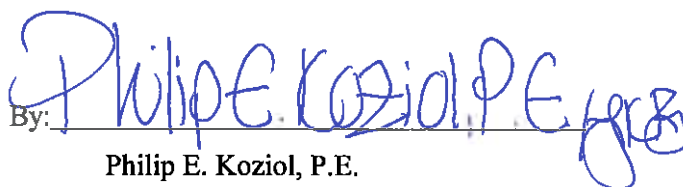
1. The plan should indicate the following per 137-6.B:
 - a. The location of the proposed sign;
 - b. The site gate and fencing required to restrict traffic/operations; and
 - c. A detail of the sign, with the proposed wording that is required per 137-6.B.
2. The sequence of construction and the phasing plans should indicate that each phase shall be completed prior to commencement of work on the following phase of construction.
3. Temporary and permanent seeding notes should remove the word "If" and replace this with "shall" as this project will require soil de-compaction to be employed.
4. The SWPPP should utilize the Town of Schodack's standard form for the Storm Water Management Facility Maintenance Agreement.

Supervisor David Harris &
Town Board Members
April 20, 2020
Page 2 of 2

Regarding compliance with the State Environmental Quality Review Act (SEQRA), we recommend the Board make a Negative Declaration for this action. We have reviewed the Short Environmental Assessment Form (SEAF) material submitted and prepared Part 2 and 3 including reasons supporting the Negative Declaration which is enclosed for review and use by you and the Town Board in making your determination under SEQRA.

Please contact us with any questions or concerns on the above or the enclosed.

Very truly yours,
LABERGE GROUP

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

PEK: jkb

Enc.

C: Town Board Members, w/enc. (via email only)
Chris Langlois, Esq. Town Attorney w/enc. (via email only)
Dawne Kelley, w/enc. (via email only)
Nadine Fuda, w/enc. (via email only)

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Name of Action or Project: Seasons East Landscape (Joe McGrath) Cut and Fill			
Project Location (describe, and attach a location map): US Route 9 - TM # 220.-9-10			
Brief Description of Proposed Action: Applicant wants to import clean fill "soil" material on to his site. After importing is complete the site will be re-established as grass and vegetated areas.			
Name of Applicant or Sponsor: Mr. Joseph McGrath		Telephone: 518 857 3837	
Address: PO Box 70		E-Mail: jpmcgrath@seasonseast.com	
City/PO: East Greenbush		State: NY	Zip Code: 12061
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: Schodack Town Board - cut and fill approval NYSDEC - SWPPP			YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action? _____ 11.1 acres b. Total acreage to be physically disturbed? _____ 3 acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 11.1 acres			
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input checked="" type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input checked="" type="checkbox"/> Other(Specify): Interstate Highways <input type="checkbox"/> Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO	YES	N/A
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	NO	YES	N/A
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ not needed	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ not needed	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:

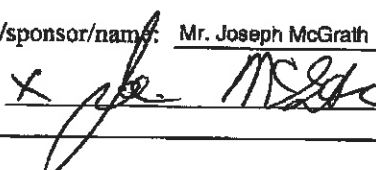
Shoreline Forest Agricultural/grasslands Early mid-successional

Wetland Urban Suburban

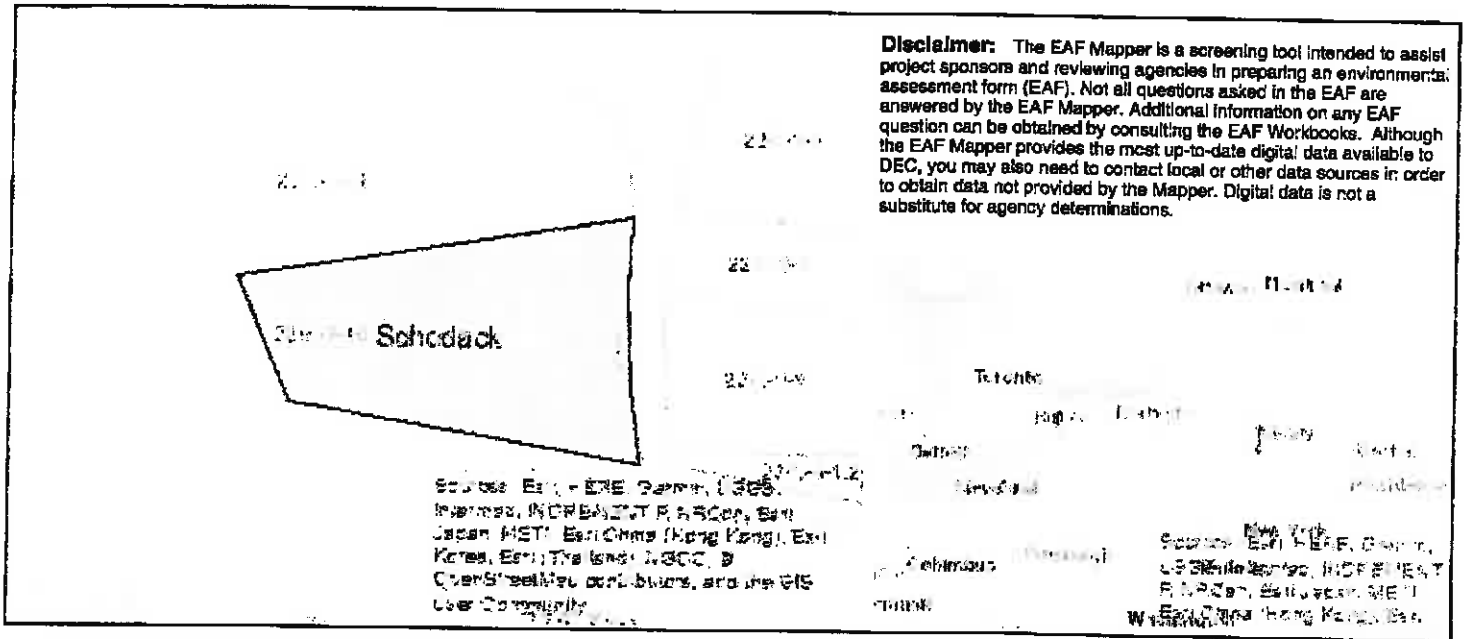
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
a. Will storm water discharges flow to adjacent properties?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
after water quality and quantity treatment the water will be discharged to an existing stream.		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO	YES
small detention pond for storm water quality and quantity treatment	<input type="checkbox"/>	<input checked="" type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor/name: Mr. Joseph McGrath Date: 2/14/2020

Signature:  Title: owner/applicant

PRINT FORM



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
Part 1 / Question 20 [Remediation Site]	No

Project: **SEASON'S EAST SO**
 Date:

**Short Environmental Assessment Form
 Part 2 - Impact Assessment**

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing: a. public / private water supplies? b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Project: SEASON'S EAST SO

Date:

Short Environmental Assessment Form Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

NA - SEE LEADERS SUPPORTING NEG DEC

- Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
- Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

SCHODACK TOWN BOARD

Name of Lead Agency

Date

DAVID HARRIS, SUPERVISOR

Print or Type Name of Responsible Officer in Lead Agency

TOWN SUPERVISOR

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)

**STATE ENVIRONMENTAL QUALITY REVIEW ACT
NEGATIVE DECLARATION**

**NOTICE OF SHORT 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 Town Board (the "Town Board"), acting as Lead Agency 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: Season's East Landscape Landfill/Clean Fill

SEQRA Status: Type I: **NO** Unlisted: **YES**

Conditioned Negative Declaration: **NO**

Location: US Route 9, Castleton, NY 12033 (Tax ID 220.-9-10)

Description of Action:

Seasons East Landscape owned by Joe McGrath (hereinafter collectively the "Applicant" or "Project Sponsor") seeks to import clean fill "soil" material onto the site. As such a Town Board approval is sought under Chapter 137 of the Town code. In addition, a stormwater SPDES Permit from NYSDEC and a NYS DOT Highway Work Permit are needed.

Reasons Supporting This Determination: See the attached Environmental Assessment Form (EAF) Part 3, Reasons Supporting SEQRA Negative Declaration, which details the Town Board's analysis, reasoning, and conclusions in making its determination of environmental significance. The Town 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 Short EAF Parts 2 and 3.

Lead Agency:

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

For Further Information:

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

SHORT ENVIRONMENTAL ASSESSMENT FORM PART 3
EVALUATION OF THE MAGNITUDE AND IMPORTANCE OF PROJECT IMPACTS
AND DETERMINATION OF SIGNIFICANCE
REASONS SUPPORTING SEQRA NEGATIVE DECLARATION

Season's East Landscape Landfill/Clean Fill

Introduction

The Town Board, acting as SEQRA Lead Agency, undertook an environmental review of the Project, an Unlisted action, consisting of clean fill "soil" material onto the site.

The project is located along US Route 9 south of Interstate 90. The project is located on a parcel that is +/- 11.1 acres. The following additional permits/approvals are needed for the Project: a stormwater SPDES Permit from NYSDEC and a NYS DOT Highway Work Permit.

Discussion of Potential Environmental Impacts

The Town 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 SEAF Part 2.

The Project is a SEQRA Unlisted action. 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 Town Board's own professional engineering consultants. The Town's Planning staff and the Town Board members, also carefully and reviewed the application and the SEAF.

The Town 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 Town 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 SEAF, confirms the Town 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 Town 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 the project is temporary in nature and appropriate erosion and dust control measures will be employed during placement of the clean fill. After placement, the area will be seeded to allow grass to grow.

The proposed Project has been designed to have no effect on ground or surface water quality or quantity and is being designed in accordance with applicable guidelines and will received a NYSDEC SPDES Stormwater Permit.

As noted above, the proposed Project will not have an appreciable effect on traffic. The site is adjacent to a major route and traffic to the site will be temporary only while construction and filling operations are under way. After construction the site will remain dormant with no appreciable changes in noise generation.

There will not be a substantial increase in solid waste generation. No solid waste will be generated.

There will not be a substantial increase in potential for erosion, flooding, leaching or drainage problems as the site has been designed in accordance with green current stormwater design practices. During construction, erosion and sediment control measures will be employed to capture sediment until the site is stabilized to prevent soil material from migrating offsite.

- (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;

There is no removal or destruction of large quantities of vegetation or fauna. The Project will not have substantial interference with the movement of any resident or migratory fish or wildlife species; there will be no impacts on a significant habitat area; there will be no substantial adverse impacts on a threatened or endangered species of animal or plant, or the habitat of such a species; nor 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 the 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 as determined by NYSHPO.

- (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. The project does not use any energy after construction.

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

The Project will not create a hazard to human health.

- (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.

Conclusion

The Town Board, acting as Lead Agency under SEQRA, has thoroughly evaluated all aspects of the Project and carefully reviewed all relevant materials. For the reasons set forth above, the Town Board has determined that the Project will not have any significant adverse impacts on the environment. As a result, this Negative Declaration will be filed.



A Novec Company

ONE YEAR MAINTENANCE AGREEMENT

Delivery Date: _____

4599 10/02

BILL TO			SHIP TO		
Company:	Town Of Scho Neck Town Hall - ST52:443753		Company:	Town Of Scho Neck Town Hall - ST52:443753	
DUNS #	009498888		Contact:	Debbie Curtis	
Address:	265 Schuman Road		Address:	265 Schuman Road	
Address 2:			Address 2:		
City/ST/ZIP:	Castleton On Hudson, NY 12033		City/ST/ZIP:	Castleton On Hudson, NY 12033	
Phone / Fax:	518-477-7590		Phone / Fax:	518-477-7590	

Salesperson	Agreement #	Billing Cycle Preference	Value Lease	Begin Date
Chris Short		Annual	<input type="checkbox"/> Yes <input type="checkbox"/> No	End Date

Equipment	Description	Serial #	ID#	Mkts#	Min. Charge	Copies Inc.	Overage	Cycle
Xerox	5225P	KBM528882	873CH		\$ 577.20	12,000	\$0.04725	Annual

<input checked="" type="checkbox"/> Equip. Maint. & Supplies Includes	<input type="checkbox"/> Equip. Maint. Only Includes	<input type="checkbox"/> Fax/Printer Agreement Includes
1. Toner 2. Developer 3. Drums 4. Filters 5. Parts 6. Preventive Maintenance 7. Labor 8. Does not include: <i>paper, labels, staples or transparencies</i>	1. Parts 2. Labor 3. Filters 4. Fuser Oil 5. Webs 6. Prevent. Maint. (no supplies) 7. Does not include: <i>paper, labels, staples or transparencies, drums, toner and developer</i>	1. Parts 2. Labor 3. Prevent. Maint. (no supplies) 4. Does not include: <i>paper, labels, staples, transparencies, toner / cartridges</i>

Must Be Completed

Upgrade YES NO
 Remove Current Equipment YES NO
 Change Current Contract YES NO

Machine ID# _____ Ending Meter _____

Advanced Networking Maintenance

<input checked="" type="checkbox"/> Single MFP	_____ per year	We have opted out of this program.
<input type="checkbox"/> Multiple MFPs	_____ per year	We have opted out of this program.

May Require authorizing a WebEx remote PC connection.

ACCEPTED BY EASTERN MANAGED PRINT NETWORKS, LLC.	CUSTOMER SIGNATURE
By: <i>Chris Short</i> Date: <i>5/14/2020</i>	Date:
Title: <i>VP sales</i>	Name (print): Debbie Curtis Title:

Customer promises to pay to Eastern Managed Print Network, LLC all fees and charges established pursuant to this Agreement.

IMPORTANT: TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE OF THIS FORM ARE INCORPORATED HEREIN BY REFERENCE

Service Terms and Conditions

- Definitions.** The first page of this Sales Order/Service Agreement is called the Cover Page. The Cover Page and these Terms and Conditions, along with a listing of additional products on Schedule A (if attached), represent the agreement (the "Agreement") between Eastman Managed Print Network, LLC ("Company") and the Customer, with respect to the acquisition of those Products identified on the Cover Page and/or Schedule A and the service for such Products. "Products" shall mean the equipment ("Equipment") and any Software Licenses. "Service" shall mean the service as set forth in paragraph 4 below. Throughout this Agreement the words "We," "Our," and "Us" refer to Company. The words "You" and "Your" refer to the Customer indicated on the reverse.
- Services.** This Agreement covers both the labor and materials for adjustments, repairs, and replacement of parts necessitated by normal use of the Equipment listed on the face of this Agreement ("Services"). Services do not include the following: (a) repairs due to (i) misuse, neglect, or abuse (including, without limitation, improper voltage or use of supplies that do not conform to the manufacturer's specifications), (ii) use of options, accessories, products, supplies not provided by Company; (iii) non-Company alterations, relocation, or service; and/or (iv) loss or damage resulting from accidents, fire, water, or theft; (b) maintenance requested outside Company's normal business hours or this Agreement, (c) relocation, (d) software or connected hardware, (e) hard drive replacement, (f) Thermal heads, process units, and fuser units for Facsimile Machines, (g) Thermal Heads and MICR Toner for Laser Printers, and parts and labor for all non-laser printers, and/or (h) parts for Scanners. Replacement parts may be new, reprocessed, or recovered. Supplies provided by Company are in accordance with the copy volumes set forth on the face of this Agreement and within the manufacturer's stated yields, and do not include staples. Supplies are to be used exclusively for the Equipment and remain Company property until consumed. You will return, or allow Company to retrieve, any unused supplies at the termination/expiration of this Agreement. You are responsible for the cost of excess supplies. You authorize Equipment to be connected to automatic meter reading software and/or device or, if we otherwise request, You will provide us with accurate meter readings for each item of Equipment when and by such means as we request. If You do not permit the Company to use automatic meter reading software and/or devices, Company may charge a monthly fee for manually performing meter reads. If You do not provide meter reads as required, Company may estimate the reading and bill accordingly. You shall provide adequate space and electrical service for the operation of the Equipment in accordance with UL and/or manufacturer's specifications. Supplies will be shipped via UPS Ground. Unless otherwise stated herein, Customer will be billed for shipping, including, but not limited to, UPS Ground, Overnight, and/or Messenger Service. Additional fees may be charged for Services provided outside Company's standard business hours or for computer/network issues and will be at Company hourly rates in effect at the time of Service. If, at any time during the Term of this Agreement, Customer upgrades, modifies, or adds equipment, Customer shall promptly notify Company and provide Company right of first refusal to provide Services for added equipment. Company maintains the right to inspect any upgrades and modifications to Equipment and/or additional equipment and, in its sole discretion, determine whether equipment is eligible for Services. If approved for Services, the Agreement will be amended to include such changes, including pricing modifications. Unless otherwise agreed to in writing, Customer remains solely responsible to secure any sensitive data and permanently delete such data from the internal media storage prior to removal of Equipment or termination of this Agreement.
- Term and Payment.** Except as may otherwise be provided for herein, this Agreement is non-cancelable and shall remain in effect throughout the Term; and, unless notified in writing sixty (60) days prior to its expiration, this Agreement shall automatically renew for additional one (1) year periods. In the event the fees herein are included in Your lease payment, the Term shall run concurrently with the lease agreement and be subject to the renewal provisions provided for therein. The meter count at installation or, in the case of owned printers, at assessment, will be used for meter/overages calculations. You agree to pay Company all amounts due in accordance with the payment terms set forth on the face of this Agreement or in accordance with the applicable lease agreement, and all other sums when due and payable. Any Minimum Monthly Payment entitles You to Services for a specific number and type (e.g. 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 and is payable as indicated on the face of this Agreement. A Print/Copy is defined as standard 8.5"x11" copy (larger size copies may register two meter clicks). No credit will be applied towards unused copies/prints. Your obligation to pay all sums when due shall be absolute and unconditional and is not subject to any 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). Company has the right to withhold Services and supplies, without account, for any non-payment. Unless otherwise stated on the face of this Agreement, Company may increase the rates hereunder on an annual basis. Company retains the right to have all or some of the amounts due hereunder billed and/or collected by third parties. If Customer requires any specialized billing procedure or invoicing, Company reserves the right to bill an administrative fee not to exceed \$100 per invoice.
- 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.
- Limited License to Use Software.** Company grants (and is hereby authorized by its licensors) to grant you a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation ("Base Software") only with the Equipment with which it was delivered; and (b) Software that is set forth as a separate line item in this Agreement ("Application Software") (including its accompanying documentation), as applicable, for as long as you are current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Licensed Software". You have no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Licensed Software; (2) activate Licensed Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Licensed Software will reside solely with Company and/or its licensors (who will be considered third-party beneficiaries of this Section). Licensed Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Company is denied access to periodically reset such code; (y) you are notified of a default under this Agreement; or (z) your license is terminated or expires. The Base Software license will terminate: (i) if you no longer use or possess the Equipment; or (ii) upon the expiration or termination of this Agreement, unless you have exercised your option to purchase the Equipment. Neither Company nor its licensors warrant that Licensed Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to Licensed Software/documentation accompanied by a clickwrap or shrink-wrap license agreement or otherwise made subject to a separate license agreement.
- Diagnostic Software.** Software used to evaluate or maintain the Equipment ("Diagnostic Software") may be included with the Equipment. Diagnostic Software is a valuable trade secret of Company, or its Licensors. Title to Diagnostic Software will remain with Company or its licensors. If so included, Company does not grant Customer any right to use Diagnostic Software unless authorization is specifically provided in writing, and Customer will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so) unless so authorized. Customer will allow Company reasonable access to the Equipment to remove or disable Diagnostic Software if Customer is no longer receiving Service from Company.
- Software Support.** Except for Products and/or Third-Party Products identified as "No Svc.", Company (or a designated service) will provide the software support set forth below or in accordance with an attached statement of work ("Software Support"). For Base Software for Equipment, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Company stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as you are current in the payment of all applicable software license and support fees. Company will maintain a web-based or toll-free hotline during Company's standard working hours to report Licensed Software problems and answer Licensed Software-related questions. Company, either directly or with its vendors, will make reasonable efforts to: (a) assure that Licensed Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Licensed Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to you. Company will not be required to provide Software Support if you have modified the Licensed Software. New releases of Licensed Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Company may make available will be provided at no charge and must be implemented within six months. New releases of Licensed Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Licensed Software governed by the Software License and Licensed Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require you to procure, at your expense, additional hardware and/or software from Company or another entity. Upon installation of a Release, you will return or destroy all prior Releases. For Third Party Software identified as "No Svc.", you shall enter into a support agreement with a Third-Party Software vendor or its support services provider, who shall be solely responsible for the quality, timeliness and other terms and conditions of such support services. Company shall have no liability for the acts or omissions of such third-party support services provider.
- Warranty.** You acknowledge that the Products covered by this Agreement was selected by You based upon Your own judgment. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES OF MERCHANTABILITY; OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED.
- Limitation of Liability.** In no event, shall Company be liable for any indirect, special, incidental, consequential damages, loss of profits, or punitive damages whether based in contract, tort, or any other legal theory and irrespective of whether Company has notice of the possibility of such damages.
- Default; Remedies.** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure to make payment when due of any indebtedness to Company or for the Products, whether or not arising under this Agreement, without notice or demand by Company; (b) breach by You of any obligation herein; or (c) if You cease doing business as a going concern. If You default, Company may: (1) require future Services, including supplies, be paid for in advance, (2) require You to immediately pay the amount of the remaining unpaid balance of the Agreement, (3) terminate any and all agreements with You, and/or (4) pursue any other remedy permitted at law or in equity. In the Event of Default, remaining payment amounts due will be calculated using the average of the last six months' billing or the amount set forth on the face of the Agreement, whichever is greater, multiplied by the remaining months of the Agreement. You agree that any delay or failure of Company to enforce its rights under this Agreement does not prevent Company from enforcing any such right at a later time. All of Company's rights and remedies survive the termination of this Agreement. In the event of a dispute arising out of this Agreement or the Products listed herein, should it prevail, Company shall be entitled to collection of its reasonable costs and attorneys' fees incurred in defending or enforcing this Agreement, whether or not litigation is commenced.
- Assignment.** You may not sell, transfer, or assign this Agreement without the prior written consent of Company. Company may sell, assign or transfer this Agreement.
- Notice.** All notices required or permitted under this Agreement shall be by overnight courier or by registered mail to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from Company to You shall be effective three days after it has been deposited in the mail, duly addressed, or one day if sent via overnight courier.
- 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 Products, and (b) all costs and attorneys' fees incurred by Us relating to such claim.
- Electronic Execution.** An 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.
- 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 with regards to the subject matter herein 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. Company shall not be responsible for delays or inability to provide Products or Services caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel conditions, or other reasons beyond our control; (g) Company has the right to modify/correct any clerical errors.



ONE YEAR MAINTENANCE AGREEMENT

Delivery Date: _____

4000 000 433

BILL TO		SHIP TO	
Company:	Town Of Schodack Town Hall - ST52-443753	Company:	Town Of Schodack Town Hall - ST52-443753
DUNS #	009496888	Contact:	Debbie Curtis
Address:	265 Schuman Road	Address:	265 Schuman Road
Address 2:		Address 2:	
City/State/ZIP:	Castleton On Hudson, NY 12033	City/State/ZIP:	Castleton On Hudson, NY 12033
Phone / Fax:	518-477-7690	Phone / Fax:	518-477-7690

Salesperson	Agreement #	Billing Cycle Preference	Value Lease	Begin Date
Chris Short		Annual	<input type="checkbox"/> Yes <input type="checkbox"/> No	End Date

Equipment	Description	Serial #	ID#	Meter	Min. Charge	Copies Inc.	Overage	Cycle
Xerox	B405	9HB348221	908FV		\$ 423.30	25,596	\$0.01654	Annual

<input checked="" type="checkbox"/> Equip. Maint. & Supplies Includes 1. Toner 2. Developer 3. Drums 4. Filters 5. Parts 6. Preventive Maintenance 7. Labor 8. Does not include: paper, labels, staples or transparencies	<input type="checkbox"/> Equip. Maint. Only Includes 1. Parts 2. Labor 3. Filters 4. Fuser Oil 5. Web.	<input type="checkbox"/> Fax/Printer Agreement Includes 1. Parts 2. Labor 3. Prevent. Maint. (no supplies) 4. Does not include: paper, labels, staples, transparencies, toner / cartridges
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Must Be Completed

Upgrade YES NO

Remove Current Equipment YES NO

Change Current Contract YES NO

Machine ID# _____ Ending Meter _____

Advanced Networking Maintenance

 X Single MFP per year _____ We have opted out of this program.

 Multiple MFPs per year _____ We have opted out of this program.

May Require authorizing a WebEx remote PC connection.

ACCEPTED BY EASTERN MANAGED PRINT NETWORKS, LLC.		CUSTOMER'S SIGNATURE	
By:	Date: 5/11/2020	By: Debbie Curtis	Date: _____
AUTHORIZED SIGNER	Title: VP Sales	Name (print): Debbie Curtis	Title: _____

Customer promises to pay to Eastern Managed Print Network, LLC all fees and charges established pursuant to this Agreement.
 IMPORTANT: TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE OF THIS FORM ARE INCORPORATED HEREIN BY REFERENCE

Service Terms and Conditions

- 1. Definitions.** The first page of this Sales Order/Service Agreement is called the Cover Page. The Cover Page and these Terms and Conditions, along with a listing of additional products on Schedule A (if attached), represent the agreement (the "Agreement") between Eastern Managed Print Network, LLC ("Company") and the Customer, with respect to the acquisition of those Products identified on the Cover Page and/or Schedule A and the service for such Products. "Products" shall mean the equipment ("Equipment") and any Software Licenses. "Services" shall mean the service as set forth in paragraph 4 below. Throughout this Agreement the words "We," "Our," and "Us" refer to Company. The words "You" and "Your" refer to the Customer indicated on the reverse.
- 2. Services.** This Agreement covers both the labor and materials for adjustments, repairs, and replacement of parts necessitated by normal use of the Equipment listed on the face of this Agreement ("Services"). Services do not include the following: (a) repairs due to (i) misuse, neglect, or abuse (including, without limitation, improper voltage or use of supplies that do not conform to the manufacturer's specifications), (ii) use of options, accessories, products, supplies not provided by Company; (iii) non-Company alterations, relocation, or service; and/or (iv) loss or damage resulting from accidents, fire, water, or theft; (b) maintenance requested outside Company's normal business hours of this Agreement, (c) relocation, (d) software or connected hardware, (e) hard drive replacement, (f) Thermal heads, process units, and fuser units for Facsimile Machines, (g) Thermal Heads and MICR Toner for Laser Printers, and parts and labor for all non-laser printers, and/or (h) parts for Scanners. Replacement parts may be new, reprocessed, or recovered. Supplies provided by Company are in accordance with the copy volumes set forth on the face of this Agreement and within the manufacturer's stated yields, and do not include staples. Supplies are to be used exclusively for the Equipment and remain Company property until consumed. You will return, or allow Company to retrieve, any unused supplies at the termination/expiration of this Agreement. You are responsible for the cost of excess supplies. You authorize Equipment to be connected to automatic meter reading software and/or device or, if we otherwise request, You will provide us with accurate meter readings for each item of Equipment when and by such means as we request. If You do not permit the Company to use automatic meter reading software and/or devices, Company may charge a monthly fee for manually performing meter reads. If You do not provide meter reads as required, Company may estimate the reading and bill accordingly. You shall provide adequate space and electrical service for the operation of the Equipment in accordance with UL and/or manufacturer's specifications. Supplies will be shipped via UPS Ground. Unless otherwise stated herein, Customer will be billed for shipping, including, but not limited to, UPS Ground, Overnight, and/or Messenger Service. Additional fees may be charged for Services provided outside Company's standard business hours or for computer/network issues and will be at Company hourly rates in effect at the time of Service. If, at any time during the Term of this Agreement, Customer upgrades, modifies, or adds equipment, Customer shall promptly notify Company and provide Company right of first refusal to provide Services for added equipment. Company maintains the right to inspect any upgrades and modifications to Equipment and/or additional equipment and, in its sole discretion, determine whether equipment is eligible for Services. If approved for Services, the Agreement will be amended to include such changes, including pricing modifications. Unless otherwise agreed to in writing, Customer remains solely responsible to secure any sensitive data and permanently delete such data from the internal media storage prior to removal of Equipment or termination of this Agreement.
- 3. Term and Payment.** Except as may otherwise be provided for herein, this Agreement is non-cancelable and shall remain in effect throughout the Term; and, unless notified in writing sixty (60) days prior to its expiration, this Agreement shall automatically renew for additional one (1) year periods. In the event the fees herein are included in Your lease payment, the Term shall run concurrently with the lease agreement and be subject to the renewal provisions provided for therein. The meter count at installation or, in the case of owned printers, at assessment, will be used for meter/overage calculations. You agree to pay Company all amounts due in accordance with the payment terms set forth on the face of this Agreement or in accordance with the applicable lease agreement, and all other sums when due and payable. Any Minimum Monthly Payment entitles You to Services for a specific number and type (e.g., 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 and is payable as indicated on the face of this Agreement. A Print/Copy is defined as standard 8.5"x11" copy (larger size copies may register two meter clicks). No credit will be applied towards unused copies/prints. Your obligation to pay all sums when due shall be absolute and unconditional and is not subject to any 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). Company has the right to withhold Services and supplies, without recourse, for any non-payment. Unless otherwise stated on the face of this Agreement, Company may increase the rates hereunder on an annual basis. Company retains the right to have all or some of the amounts due hereunder billed and/or collected by third parties. If Customer requires any specialized billing procedure or invoicing, Company reserves the right to bill an administrative fee not to exceed \$100 per invoice.
- 4. 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.
- 5. Limited License to Use Software.** Company grants (and is hereby authorized by its licensors to grant) you a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation ("Base Software") only with the Equipment with which it was delivered; and (b) Software that is set forth as a separate line item in this Agreement ("Application Software") (including its accompanying documentation), as applicable, for as long as you are current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Licensed Software". You have no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Licensed Software; (2) activate Licensed Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all Intellectual Property rights in, Licensed Software will reside solely with Company and/or its licensors (who will be considered third-party beneficiaries of this Section). Licensed Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Company is denied access to periodically reset such code; (y) you are notified of a default under this Agreement; or (z) your license is terminated or expires. The Base Software license will terminate: (i) if you no longer use or possess the Equipment; or (ii) upon the expiration or termination of this Agreement, unless you have exercised your option to purchase the Equipment. Neither Company nor its licensors warrant that Licensed Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to Licensed Software/documentation accompanied by a clickwrap or shrink-wrap license agreement or otherwise made subject to a separate license agreement.
- 6. Diagnostic Software.** Software used to evaluate or maintain the Equipment ("Diagnostic Software") may be included with the Equipment. Diagnostic Software is a valuable trade secret of Company, or its Licensors. Title to Diagnostic Software will remain with Company or its licensors. If so included, Company does not grant Customer any right to use Diagnostic Software unless authorization is specifically provided in writing, and Customer will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so) unless so authorized. Customer will allow Company reasonable access to the Equipment to remove or disable Diagnostic Software if Customer is no longer receiving Service from Company.
- 7. Software Support.** Except for Products and/or Third-Party Products identified as "No Svc.", Company (or a designated service) will provide the software support set forth below or in accordance with an attached statement of work ("Software Support"). For Base Software for Equipment, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Company stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as you are current in the payment of all applicable software license and support fees. Company will maintain a web-based or toll-free hotline during Company's standard working hours to report Licensed Software problems and answer Licensed Software-related questions. Company, either directly or with its vendors, will make reasonable efforts to: (a) assure that Licensed Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Licensed Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to you. Company will not be required to provide Software Support if you have modified the Licensed Software. New releases of Licensed Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Company may make available will be provided at no charge and must be implemented within six months. New releases of Licensed Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Licensed Software governed by the Software License and Licensed Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require you to procure, at your expense, additional hardware and/or software from Company or another entity. Upon installation of a Release, you will return or destroy all prior Releases. For Third Party Software identified as "No Svc.", you shall enter into a support agreement with a Third-Party Software vendor or its support services provider, who shall be solely responsible for the quality, timeliness and other terms and conditions of such support services. Company shall have no liability for the acts or omissions of such third-party support services provider.
- 8. Warranty.** You acknowledge that the Products covered by this Agreement was selected by You based upon Your own judgment. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES OF MERCHANTABILITY; OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED.
- 9. Limitation of Liability.** In no event shall Company be liable for any indirect, special, incidental, consequential damages, loss of profits, or punitive damages whether based in contract, tort, or any other legal theory and irrespective of whether Company has notice of the possibility of such damages.
- 10. Default Remedies.** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure to make payment when due of any indebtedness to Company or for the Products, whether or not arising under this Agreement, without notice or demand by Company; (b) breach by You of any obligation herein; or (c) if You cease doing business as a going concern. If You default, Company may: (1) require future Services, including supplies, be paid for in advance, (2) require You to immediately pay the amount of the remaining unpaid balance of the Agreement, (3) terminate any and all agreements with You, and/or (4) pursue any other remedy permitted at law or in equity. In the Event of Default, remaining payment amounts due will be calculated using the average of the last six months' billing or the amount set forth on the face of the Agreement, whichever is greater, multiplied by the remaining months of the Agreement. You agree that any delay or failure of Company to enforce its rights under this Agreement does not prevent Company from enforcing any such right at a later time. All of Company's rights and remedies survive the termination of this Agreement. In the event of a dispute arising out of this Agreement or the Products listed herein, should it prevail, Company shall be entitled to collection of its reasonable costs and attorneys' fees incurred in defending or enforcing this Agreement, whether or not litigation is commenced.
- 11. Assignment.** You may not sell, transfer, or assign this Agreement without the prior written consent of Company. Company may sell, assign or transfer this Agreement.
- 12. Notices.** All notices required or permitted under this Agreement shall be by overnight courier or by registered mail to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from Company to You shall be effective three days after it has been deposited in the mail, duly addressed, or one day if sent via overnight courier.
- 13. 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 Products, and (b) all costs and attorneys' fees incurred by Us relating to such claim.
- 14. Electronic Execution.** An 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.
- 15. 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 with regards to the subject matter herein 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. Company shall not be responsible for delays or inability to provide Products or Services caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel conditions, or other reasons beyond our control; (g) Company has the right to modify/correct any clerical errors.

2020-166



April 15, 2020

To: CivicCMS Clients
From: Millard Rose
Subject: 2020 Transition to CivicPlus Annual Services Agreements

For contracting consistency among all our clients, we are transitioning former VTHH clients to CivicPlus annual services agreements during their next renewal cycle; your agreement is attached. Please mail a signed copy back to: Attention: Contracts, CivicPlus, 1300 Massachusetts Avenue, Suite 100, Boxborough, MA 01719.

I'd also like to take the opportunity to update you about the number of milestones we've achieved since joining the CivicPlus family in May 2018 and the even bigger plans we have to benefit you in the future:

- CivicPlus took a major step forward in its commitment to Drupal (the CMS platform purchased as part of the VTS acquisition and what your website is built on). Late last year we signed a 5 year agreement with Acquia, Drupal's "home base" (Drupal creator Dries Buytaert is Acquia's CTO), and we expect our strategic partnership to add significant value to our clients through a variety of collaboration efforts in the years ahead.
- During 2019 our CivicCMS Division grew 40+% and is now in 18 new states. Our division team has grown by 1/3 since the acquisition and will grow again by at least that much in 2020 – including our entry into the remaining 15 states CivicCMS is not currently in.
- Part of this growth has been the expansion of our Technical Services Team which has ambitious plans for further functionality development. We'll be distributing a formal Development Road Map in the coming months. This will include being in a position to more tightly integrate with the broad menu of products CivicPlus provides; more information will be forthcoming. It is important to note that all clients will benefit from the core functionality enhancements as part of their annual services contract Annual Technology Fee.
- Client Support Services were enhanced during this past year and we will be further expanding the size of our Support Team, Online Support Center, and topics for monthly, live tutorials.

Please keep your eye out for more correspondence about our upcoming plans. We thank you once again for your ongoing support.

We appreciate your business !

Regards,

Millard Rose

Millard Rose
Division Business Leader, CivicCMS



License and Service Agreement

Date: April 15, 2020

Client: Town of Schodack, NY

Client Address: 265 Schuurman Road, Castleton, NY 12033

Phone: 518-477-7918

This License and Service Agreement ("Agreement") sets forth the agreed upon terms and conditions under which CivicPlus, LLC ("CivicPlus") will provide the Services, as outlined and defined in the attached Exhibit A – Statement of Work ("SOW").

Recitals

Whereas, CivicPlus is the current primary website service provider for Client;

Whereas, the Client is currently under contract with CivicPlus, as an assignee of all Virtual Towns and Schools (dba Virtual Town Hall Holdings, LLC) customer contracts, for the website hosting services as set forth in the original License & Service Agreement signed on December 14, 2015; and Whereas, CivicPlus and Client wish to renew the License and Services terms of Agreement as set forth in Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties hereby agree as follows:

Term and Termination

1. This agreement shall be for a one-year period, starting at the Client's current annual renewal term (May 1, 2020), and shall automatically renew, year-to-year, unless terminated by either party.
2. Either party may terminate the Services by providing the other party with at least 60 days written notice prior to the renewal date.
3. Client may terminate this Agreement at any time if CivicPlus is found in default of any obligation defined within this Agreement which has not been cured within thirty days after receipt of written notice of such default.
4. Notwithstanding the above, in the event this Agreement and the Services are terminated, any outstanding invoices for Services performed shall become due in full and any outstanding fees for annual services shall be prorated from the beginning of the renewal term to the date of termination.

Intellectual Property & Ownership

5. This Agreement is not a sale of CivicCMS Content Management System (the "CMS") and its associated applications and modules or any other intellectual property of any software or other original works created by or licensed to CivicPlus prior to the execution of this Agreement ("CivicPlus Property"). CivicPlus provides a right of use to the Client during the period of this Agreement. Rights are non-transferable.



6. The Client will own the graphic designs and web content that are incorporated into the CMS; ownership assumes all invoices for development have been paid by the Client. Client assumes full responsibility of the content maintenance and administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Client Content.
7. Regarding the CMS, Client may not: a) license, sublicense or in any way commercially exploit or make it available to any third party, b) make derivative works based upon it, c) reverse engineer or access it in order to build a similar product, copy features or functions, or share it with third parties, or d) copy any ideas, features, functions or graphics.
8. The CivicPlus name, the CivicPlus and CivicCMS logo, and the products and modules associated with these services provided are trademarks of CivicPlus, and no right or license is granted to use them.

Billing & Payment Terms

9. Renewal Term Annual Services, as set forth on Exhibit A, shall be invoiced in advance of each renewal term. Annual services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual Technology Fee increase.
10. The Client shall only pay those expenses which are specifically defined in this Agreement or defined in writing and approved as an addendum to this Agreement.
11. If the Client's account exceeds 90 days past due, the web service may be temporarily removed from service until the Client's account is made current. Client will be given 30 days' notice prior to any removal of the website for non-payment.
12. The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.

Taxes

13. It is CivicPlus' policy to pass through sales tax in those jurisdictions where such tax is required. If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and this Agreement will not be taxed. If the Client's state taxation laws change, the Client will begin to be charged sales tax in accordance with their jurisdiction's tax requirements and CivicPlus has the right to collect payment from the Client for past due taxes

Marketing

14. Client allows CivicPlus to display a "Government Websites by CivicPlus" insignia, and web link at the bottom of their web pages and CivicPlus logo on the left of the URL / Website Address block.
15. Client agrees to allow CivicPlus to include a reference(s) to the Client's website on the CivicPlus corporate website. This may include a mention of the Client, a picture of the Client's home page, and/or a case study of the Client's project.



Liability

16. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the Client.
17. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf.
18. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-users' Personal Data on any website or online service provided by CivicPlus. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' personal data in connection with the website or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of Personal Data.
19. To the extent it may apply to any service or deliverable of any SOW, user logins are for designated individuals chosen by Client ("Users") and cannot be shared or used by more than one User. Client will be responsible for the confidentiality and use of User's passwords and user names. Client will also be responsible for all Electronic Communications, including those containing business information, account registration, account holder information, financial information, Client Data, and all other data of any kind contained within emails or otherwise entered electronically through any CivicPlus Property or under Client's account. CivicPlus will act as though Client will have sent any Electronic Communications it receives under Client's passwords, user name, and/or account number. Client shall use commercially reasonable efforts to prevent unauthorized access to or use of any CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of any CivicPlus Property and any loss or theft or unauthorized use of any User's password or name and/or user personal information.
20. Client shall comply with all applicable local, federal, and state laws, treaties, regulations, and conventions in connection with its use of any CivicPlus Property.

Indemnification

21. To the extent allowed by law, CivicPlus agrees to indemnify and hold Client harmless from any and all claims for bodily injury, death, personal injury and property damage and for any other expenses (including attorney's fees) which arise out of the negligent actions or omissions of CivicPlus during the performance of this Agreements.

Force Majeure

22. Neither party will be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes may include, but not be limited to, acts of God or the public enemy, freight embargoes, power outages, and unusually severe weather; but the failure or delay must be beyond its control and without its fault or negligence and shall only be for the period causing the delay.



Miscellaneous

- 23. At all times and for all purposes hereunder, CivicPlus is an independent contractor and not an employee of the Client.
- 24. Any and all modifications of the services and/or terms of this agreement, shall be accomplished by an amendment, which must be approved in writing by both parties.
- 25. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 26. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and consent to the terms & conditions of this Agreement.

Client	CivicPlus
By: _____	By: _____
Name: _____	Name: Millard Rose
Title: _____	Title: Divisional Business Leader
Date: _____	Date: _____



CivicPlus Website Services – Exhibit A Annual Services

Hosting

- Secure Hosting in domestic data center
- Shared Web/SQL Server
- Redundant ISP
- 24/7 Monitored facility
- Redundant Power supplies with back-up generator
- Daily backups off-site
- 99.9% Uptime
- Intrusion Detection & Prevention

Support

- 24/7 Emergency Support
- Up to Ten (10) Designated Support Users
- Unlimited User Support, 9am to 5pm, Monday – Friday
- Personnel dedicated solely to User Support
- Same day response (24 Hour Window)
- Online Training & Support Documentation
- Monthly User Tutorials

CMS Application & Modules

- Annual CMS Usage License
- Periodic CMS Upgrades
- Core Drupal Upgrades, as Applicable
- Periodic Module Upgrades
- Install Service Patches, as Applicable

Total Annual Cost

\$3,675.00

Annual cost may be pro-rated to match fiscal year, if desired. Additional supported users may be added at an annual cost of \$200 per user.

Included in your website package:

Robust Search Functionality Google Analytics for Traffic Statistics E-Subscriber Mail Lists Online Web Forms	Online Monthly User Webinars Social Media Integration No Limit as to the Number of Pages You Can Add Over Time
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