

2019-187+188

Town of Schodack Camp Phones Quote

Date: 6/4/2019
Expiration Date:
6/30/2019

1770 Central Ave
Albany NY 12205
518-414-1827

Plan	Qty	Standard Rate	Features	Overage per GB	Sub Total
Nationwide Flat Rate Plan	13	\$6.99	N/A	\$.06 per minute	\$90.87
Smartphone America's Choice Plan	1	\$34.99	N/A	\$.06 per min/\$10 per GB	\$34.99
Custom 4G Unlimited Public Safety Plan	1	\$39.99	\$5 domestic mobile hotspot	N/A	\$44.99
Total	15				\$170.85

Equipment				
Product	Upfront Cost	Qty	Price	
Kyocera Dura XV LTE	\$0	13	\$0	
Apple iPhone 7 32GB	\$0	1	\$0	
Samsung Galaxy S8 64GB	\$0	1	\$0	
OtterBox Defender Case	\$37.49	1	\$37.49	

Incentives		
Promotion Description	Qty	Total Credit

Bill Incentive Port In \$100 Credit Per Smartphone	2	\$200
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Prepared by	Justin Boucher
Service Quote for	Town of Schodack
Quote Created	<u>6/4/2019</u>
Valid Until	6/30/2019

2019-189



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May 28, 2019

**VIA FEDERAL EXPRESS
OVERNIGHT MAIL**
Nadine Fuda, Director of Planning & Zoning
Town of Schodack
265 Schuurman Road
Castleton, New York 12033

**VIA FEDERAL EXPRESS
OVERNIGHT MAIL**
Christopher P. Langlois, Esquire
Girvin & Ferlazzo, PLLC
20 Corporate Woods Blvd
Albany, NY 12211

**RE: Strawberry Fields Subdivision – Phase II
Brookview Station Road, T/O Schodack, New York**

Dear Ms. Fuda and Attorney Langlois:

As you are aware, our firm represents Edward Brzozowski and E W Birch Builders – Strawberry Fields Inc. in connection with the subdivision known as “Strawberry Fields” in the Town of Schodack.

In that regard, I enclose the following original transfer documents for Phase II for your review and approval at the next Town Board meeting scheduled for June 13, 2019.

Please kindly have the following documents executed by the Town of Schodack, where indicated, and returned to my attention so that we can have the documents re-executed by my clients and filed for recording:

- (1) Quitclaim Deed from EW Birch Builders – Strawberry Fields Inc., Strawberry Fields Homeowners' Association, Inc., and the Town of Schodack to EWB-SFII, LLC (for those portions of the Phase I easement property now to be owned and managed under Phase II) with accompanying TP-584 and RP-5217;
- (2) Offer of Cession for Phase II Subdivision Roads;
- (3) Deed of Dedication for Phase II Subdivision Roads, with accompanying TP-584 and RP-5217;
- (4) Easement Deed from EWB-SFII, LLC to Strawberry Fields Homeowners' Association-Phase II, Inc. and to the Town of Schodack for an easement over the Phase II drainage easements, with accompanying TP-584 and RP-5217.

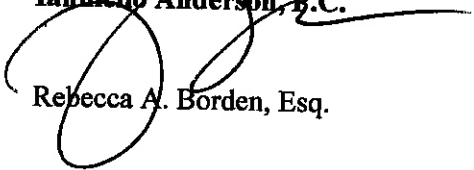
Also enclosed for your reference are the following transfer documents which will be executed and recorded immediately prior to the above listed documents:

- a) Warranty Deed from Richard and Joyce A. Hines to EWB-SFII, LLC for entire Phase II parcel;
and
- b) Warranty Deed from EWB-SFII, LLC to Strawberry Fields Homeowners' Association – Phase II, Inc. for the Phase II Detention Basin and center of the cul de sac areas to be owned and aintained by the Phase II HOA.

Please kindly have each of the enclosed documents reviewed, approved, and executed by an authorized representative of the Town and returned to me in the enclosed pre-paid Federal Express envelope for recording at your earliest convenience.

Thanking you in advance for your time and attention to these matters.

Very truly yours,
Ianniello Anderson, B.C.


Rebecca A. Borden, Esq.

Cc: Christopher P. Langlois, Esquire (w/o encs.)
EW Birch Builders – Strawberry Fields, Inc.
Jennifer L. Taylor, Esq.

RECORD & RETURN TO:
Jennifer L. Taylor, Esq.
Ianniello Anderson, P.C.
8 Airline Drive
Albany, New York 12205

QUITCLAIM DEED

THIS INDENTURE, made the day of _____, 2019

BETWEEN

EW BIRCH BUILDERS – STRAWBERRY FIELDS INC., a New York corporation, with an address of P.O. Box 444, Latham, New York 12110 (hereinafter referred to as “Birch”); **STRAWBERRY FIELDS HOMEOWNERS’ ASSOCIATION, INC.**, a New York corporation, with an address of P.O. Box 444, Latham, New York 12110 (hereinafter referred to as “Phase I HOA”); and the **TOWN OF SCHODACK**, a municipal corporation existing under the laws of the State of New York, with offices at P.O. Box 265 Schuurman Road, Castleton, New York 12033 (the “Town”) (Birch, the Phase I HOA, and the Town shall collectively hereinafter be referred to as “Grantor”),

and

EWB-SFII, LLC, a New York limited liability company, with offices at P.O. Box 444, Latham, New York 12110 (hereinafter referred to as “Grantee”).

WITNESSETH, that the party of the Grantor, in consideration of ten dollars and other valuable consideration paid by the Grantee, do hereby remise, release and quitclaim unto the Grantee, its heirs, successors and assigns forever, the following portions of land as shown and designated on a Subdivision Plan entitled “Strawberry Fields, Lots 21-28, Town of Schodack, County of Rensselaer, State of New York,” made by Brewer Engineering Associates, P.C., dated 12/06/2017, last revised 06/20/2018, and filed with the Rensselaer County Clerk’s Office on September 13, 2018, as Map No. 2018133 (the “Phase I Plan”); and on an Amended Subdivision Plan entitled “Strawberry Fields Subdivision, Lots 29-42,” made by Insite Northeast, dated March 11, 2019, and filed with the

Rensselaer County Clerk's Office on _____, as Map No. _____ (the "Phase II Plan").

PARCEL PORTION 1:

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

All that portion of Woodland Drive comprising the cul de sac to the northeast of Lot 15 as shown on the Phase I Plan and on the Phase II plan, including the Permanent Maintenance and Landscaping Easement in the center of such cul de sac, which has the following metes and bounds description:

Commencing at a point located on the northwesterly right-of-way line of "Woodland Drive", said point being the easterly most corner of Lot 14, "Strawberry Fields", said point located on the westerly line of the Lands of Richard and Joyce A. Hines, run along the said northwesterly right-of-way line of "Woodland Drive", N41°-19'-01"E, a distance of 5.19 feet to a point, said course being along the said westerly line of the Lands of Richard and Joyce A. Hines; Thence run through the lands of "Woodland Drive", S48°-40'-59"E, a distance of 75.00 feet to a point, said point being the center point of EASEMENT "H". Said easement has a radius of 30.00 feet and a central angle of 360°-00'-00" and contains 2,827 square feet, more or less.

PARCEL PORTION 2:

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

All the southerly portion of the land identified as Easement C to the south of Lot 15 as shown on Phase I Plan, and identified as Proposed Easement Q 30' Wide Permanent Drainage Easement on Phase II Plan, commencing at the intersection of Lot 15 and Lot 30 and described as follows:

Beginning at a point at the northwest corner of Lot 30 Strawberry Fields, Phase II and running thence along the northerly line of said Lot 30 and through Strawberry Fields Drive, S 48° 40' 59" E a distance of 264.34 ft. to a point; thence continuing through said Strawberry Fields Drive and through Lot 31 Strawberry Fields, Phase II the following three (3) courses and distances: (1) S 41° 19' 02" W a distance of 101.27 ft. to a point; (2) S 09° 58' 47" W a distance of 121.28 ft. to a point; (3) S 80° 00' 30" E a distance of 261.70 ft. to a point; thence along the easterly line of said Lot 31 the following two (2) courses and distances: (1) S 46° 19' 10" W a distance of 18.62 ft. to a point; (2) S 36° 40' 14" E a distance of 21.86 ft. to a point; thence through said Lot 31, Strawberry Fields Drive and Lot 30 the following four (4) courses and distances: (1) N 80° 00' 30" W a distance of 296.56 ft. to a point; (2) N 09° 58' 47" E a distance of 159.69 ft. to a point; (3) N 41° 19' 02" E a distance of 79.69 ft. to a point; (4) N 48° 40' 59" W a distance of 234.34 ft. to a point; thence along the westerly line of said Lot 30, N 41° 19' 01" E a distance of 30.00 ft. to the point or place of beginning and

containing 22,581± Sq. Ft.

PARCEL PORTION 3:

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

Commencing at the easterly most corner of the Phase I Stormwater Detention Basin running along the northeasterly line of the Phase I Stormwater Detention Basin, N68°-47'-19"W, a distance of 93.13 feet to a point, said point being the point-of-beginning for the herein to be described EASEMENT "E" - Permanent 30' Wide Stormwater Drainage Easement.

From said point-of-beginning continue running along the said northeasterly line of the lands of the Phase I Stormwater Detention Basin, N68°-47'-19"W, a distance of 30.55 feet to a point; Thence run the following eleven courses through the Lands Formerly of Richard & Joyce A. Hines being conveyed to EWB-SFII, LLC, (1) N32°-06'-24"E, a distance of 132.77 feet to a point; (2) Thence run, N08°-21'-46"W, a distance of 337.78 feet to a point; (3) Thence run, N21°-12'-41"E, a distance of 95.03 feet to a point; (4) Thence run, N57°-23'-16"E, a distance of 127.14 feet to a point; (5) Thence run, S61°-22'-56"E, a distance of 234.06 feet to a point; (6) Thence run, S28°-37'-04"W, a distance of 30.00 feet to a point; (7) Thence run, N61°-22'-56"W, a chord length of 216.31 feet to a point; (8) Thence run, S57°-23'-16"W, a distance of 99.59 feet to a point; (9) Thence run, S21°-12'-41"W, a distance of 77.31 feet to a point; (10) Thence run, S08°-21'-46"E, a distance of 340.92 feet to a point; (11) Thence run, S32°-06'-24"W, a distance of 138.06 feet to a point, said point being the said point-of-beginning for the herein described EASEMENT "E" - Permanent 30' Wide Drainage Easement. Said EASEMENT "E" - Permanent 30' Wide Stormwater Drainage Easement contains 0.62 acres, more or less.

It is the intention of this Quitclaim Deed to vacate: (a) the existing cul-de-sac on the northeasterly end of Woodland Drive and to also vacate the Existing Easement H Permanent Maintenance and Landscaping Easement as shown on the Phase I Plan over the center of such cul de sac (given that Woodland Drive is to be extended northeasterly through lands being simultaneously conveyed to the Grantee by separate deed from Richard D. Hines and Joyce A. Hines) and to convey any interest held in the land underlying such existing cul-de-sac and underlying the Existing Easement H to the Grantee, (b) the southerly portion of the Existing Easement C 30' Wide Permanent Drainage Easement as shown on the Phase I Plan and to convey any interest held in any portion of land underlying the Existing Easement C which is located south of the southeasterly line of Lot 15 as shown on the Phase I Plan to the Grantee, and (d) the Existing Easement E 30' Wide Permanent Drainage Easement as shown on the Phase I Plan and to convey any interest held in the land underlying such Existing Easement E to the Grantee.

Parcel Portion 1, Parcel Portion 2, and Parcel Portion 3, are all a portion of the same premises conveyed to EW Birch Builders – Strawberry Fields, Inc. by deed from Richard Hines and Joyce A. Hines, dated July 21, 2010 and recorded in the Rensselaer County Clerk's Office on August 09, 2010 in Book 5565, at Page 327, as Instrument Number 2010-00363535, and conveyed to Strawberry

Fields Homeowners Association, Inc by deed from Strawberry Fields Homeowners Association, Inc., dated January 19, 2011, and recorded in the Rensselaer County Clerk's Office on _____ in Book _____, at Page _____, as Instrument Number _____, and by Easement Deed from EW Birch Builders – Strawberry Fields, Inc. and Richard Hines and Joyce A. Hines to Town of Schodack and Strawberry Fields Homeowners Association, Inc. dated _____, and recorded in the Rensselaer County Clerk's Office on _____ in Book _____, at Page _____, as Instrument Number _____.

TOGETHER with all right, title and interest, if any, of the party of the Grantor in and to any streets and roads abutting the above described premises to the center lines thereof;

TOGETHER with the appurtenances and all the estate and rights of the Grantor in and to said premises;

TO HAVE AND TO HOLD the premises herein granted unto the Grantee, the heirs or successors and assigns of the Grantee forever.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

Record and Return to:

Jennifer L. Taylor, Esq.
Ianniello Anderson, P.C.
8 Airline Drive
Albany, New York 12205

OFFER OF CESSION

THIS IRREVOCABLE OFFER OF CESSION made this _____ day of _____, 2019, from **EWB-SFII, LLC**, a New York limited liability company, with offices at P.O. Box 444, Latham, New York 12110, Party of the First Part, to the **TOWN OF SCHODACK**, a Municipal Corporation, having its offices at 265 Schuurman Road, Castleton, New York 12033, Party of the Second Part.

WITNESSETH

WHEREAS, EWB-SFII, LLC is the owner of certain lands located within the Town of Schodack, County of Rensselaer and State of New York, more particularly described in a deed recorded in the Rensselaer County Clerk's Office in Liber _____ of Deeds at Page _____, which lands are all Shown and designated on a Subdivision Plan entitled "Strawberry Fields, Lots 21-28, Town of Schodack, County of Rensselaer, State of New York," made by Brewer Engineering Associates, P.C., dated 12/06/2017, last revised 06/20/2018, and filed with the Rensselaer County Clerk's Office on September 13, 2018, as Map No. 2018133 (the "Phase I Plan"); and on an Amended Subdivision Plan entitled "Strawberry Fields Subdivision, Lots 29-42," made by Insite Northeast, dated March 11, 2019, and filed with the Rensselaer County Clerk's Office on _____, as Map No. _____ (the "Phase II Plan"); and

WHEREAS, EWB-SFII, LLC, as a condition for the dedication to and acceptance of the roads and easements, has required the EWB-SFII, LLC to file with the Town of Schodack a formal Irrevocable Offer of Cession of the proposed subdivision roadways and easements as shown on said map;

NOW, THEREFORE, EWB-SFII, LLC hereby respectively, irrevocably offers to grant, cede and convey to The Town of Schodack all those tracts, pieces or parcels of land as are more particularly described in Schedule A annexed hereto, said parcels to be used as public roadways or as drainage easements, all as shown of the aforementioned subdivision map.

This irrevocable offer of cession shall continue indefinitely and may be accepted by the Town of Schodack at any time, it being the intent that this offer will be accepted at the Town Board's discretion. It is expressly understood that the receipt of this offer of cession by the Town of Schodack, and/or the recording hereof, does not constitute any actual acceptance of the offer herein contained.

SCHEDULE "A"

**DESCRIPTION OF ROAD RIGHT-OF-WAY
FOR
"WOODLAND DRIVE-STRAWBERRY FIELDS – PHASE II"
TOWN OF SCHODACK COUNTY OF RENSSELAER
STATE OF NEW YORK**

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

Beginning at a point on the southeasterly line of Woodland Drive at the intersection with the division line between Lot 15 Strawberry Fields, Phase I and Lot 28 Strawberry Fields, Phase II and running thence through said Woodland Drive, N 48° 40' 59" W a distance of 60.00 ft. to a point; thence along the northwesterly line of said Woodland Drive the following four (4) courses and distances: (1) N 41° 19' 01" E a distance of 95.00 ft. to a point; thence (2) N 38° 15' 55" E a distance of 243.02 ft. to a point of curve; thence (3) along the arc of a curve to the right having a radius of 230.00 ft. an arc length of 92.74 ft. and a central angle of 23° 06' 14" to a point of tangent; thence (4) N 61° 22' 09" E a distance of 203.79 ft. to a point of curve; thence along the westerly and northerly line of said Woodland Drive the following two (2) courses and distances: (1) along the arc of a curve to the left having a radius of 50.00 ft. an arc length of 64.29 ft. and a central angle of 73° 40' 05" to a point of reverse curve; thence (2) along the arc of a curve to the right having a radius of 75.00 ft. an arc length of 332.14 ft. and a central angle of 253° 44' 23" to a point of tangent; thence along the southeasterly line of said Woodland Drive the following four (4) courses and distances: (1) S 61° 22' 09" W a distance of 323.73 ft. to a point of curve; thence (2) along the arc of a curve to the left having a radius of 170.00 ft. an arc length of 68.55 ft. and a central angle of 23° 06' 14" to a point of tangent; thence (3) S 38° 15' 55" W a distance of 244.62 ft. to a point; thence (4) S 41° 19' 01" W a distance of 96.60 ft. to the point or place of beginning and containing 59,386± Sq. Ft. or 1.363 Acres.

**DESCRIPTION OF ROAD RIGHT-OF-WAY
FOR
"PINECREST DRIVE-STRAWBERRY FIELDS- PHASE II"
TOWN OF SCHODACK COUNTY OF RENSSELAER
STATE OF NEW YORK**

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

Beginning at a point on the southeasterly line of Woodland Drive at the intersection with the division line between Lot 15 Strawberry Fields, Phase I and Lot 28 Strawberry Fields, Phase II and running thence along the southeasterly line of said Woodland Drive the following two (2) courses and distances: (1) N 41° 19' 01" E a distance of 96.60 ft. to a point; thence (2)

N 38° 15' 55" E a distance of 118.83 ft. to the true point of beginning; thence along the southeasterly line of said Woodland Drive, N 38° 15' 55" E a distance of 110.16 ft. to a point of curve; thence in a southerly direction along the arc of a curve to the left having a radius of 25.00 ft. an arc length of 37.94 ft. and a central angle of 86° 56' 53" to a point of tangent; thence along the northeasterly line of Pinecrest Drive, S 48° 40' 58" E a distance of 456.33 ft. to a point of curve; thence along the arc of a curve to the left having a radius of 25.00 ft. an arc length of 39.27 ft. and a central angle of 90° 00' 00" to a point of tangent; thence along the northwesterly line of Strawberry Fields Drive, S 41° 19' 02" W a distance of 110.00 ft. to a point of curve; thence along the arc of a curve to the left having a radius of 25.00 ft. an arc length of 39.27 ft. and a central angle of 90° 00' 00" to a point of tangent; thence along the southwesterly line of said Pinecrest Drive, N 48° 40' 58" W a distance of 450.47 ft. to a point of curve; thence along the arc of a curve to the left having a radius of 25.00 ft. an arc length of 40.60 ft. and a central angle of 93° 03' 07" to the point or place of beginning and containing 30,744± Sq. Ft. or 0.706 Acres.

**DESCRIPTION OF ROAD RIGHT-OF-WAY
FOR
"STRAWBERRY FIELDS DRIVE-STRAWBERRY FIELDS- PHASE II"
TOWN OF SCHODACK COUNTY OF RENSSELAER
STATE OF NEW YORK**

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

Beginning at a point formed by the intersection of the westerly line of South Old Post Road and the northerly line of Strawberry Fields Drive. Running thence along the said westerly line of South Old Post Road in a southerly direction along the arc of a curve to the left having a radius of 1085.00 ft. an arc length of 61.34 ft. and a central angle of 03° 14' 21" to a point; thence along the southerly and southeasterly line of said Strawberry Fields Drive the following three (3) courses and distances: (1) N 68° 47' 53" W a distance of 690.35 ft. to a point of curve; thence (2) along the arc of a curve to the left having a radius of 170.00 ft. an arc length of 207.35 ft. and a central angle of 69° 53' 05" to a point of tangent; thence (3) S 41° 19' 02" W a distance of 325.36 ft. to a point of curve; thence along the southwesterly line of said Strawberry Fields Drive the following two (2) courses and distances: (1) along the arc of a curve to the left having a radius of 50.00 ft. an arc length of 64.35 ft. and a central angle of 73° 44' 19" to a point of reverse curve; (2) along the arc of a curve to the right having a radius of 75.00 ft. an arc length of 332.14 ft. and a central angle of 253° 44' 23" to a point of tangent; thence along the northwesterly and northerly line of said Strawberry Fields Drive the following three (3) courses and distances: (1) N 41° 19' 02" E a distance of 445.36 ft. to a point of curve; (2) along the arc of a curve to the right having a radius of 230.00 ft. an arc length of 206.13 ft. and a central angle of 51° 20' 59" to a point of tangent; (3) S 68° 47' 53" E a distance of 677.62 ft. to the point or place of beginning and containing 97,137± Sq. Ft. or 2.230 Acres.

END OF SCHEDULE A

Record and Return to:

Jennifer L. Taylor, Esq.
Ianniello Anderson, P.C.
8 Airline Drive
Albany, New York 12205

DEED OF DEDICATION

THIS INDENTURE, Made the _____ day of _____, Two Thousand and Nineteen,

BETWEEN

EWB-SFIL, LLC, a New York limited liability company, with offices at P.O. Box 444, Latham, New York 12110, the Grantor,

and

TOWN OF SCHODACK, a Municipal Corporation existing under the laws of the State of New York, with offices at 265 Schuurman Road, Castleton, New York 12033, the Grantee.

WITNESSETH that the Grantor, in consideration of ONE DOLLAR (\$1.00) lawful money of the United States, and other good and valuable consideration paid by the Party of the Second Part, does hereby grant, release, bargain and sell unto the Party of the Second Part, its successors and assigns forever,

**ALL THOSE CERTAIN PIECES OR PARCELS OF LAND SET FORTH ON
SCHEDULE A ATTACHED HERETO**

Being a portion of the premises conveyed to the Party of the First Part by deed from Richard D. Hines and Joyce A. Hines, dated _____, and recorded _____ in the Rensselaer County Clerk's Office in Liber _____ of Deeds at Page _____.

SUBJET TO all enforceable covenants, conditions, restrictions and easements of record; and any state of facts which an inspection and an accurate survey may show.

TOGETHER with the appurtenances and all of the estate and rights of the Grantor in and to said premises.

TO HAVE AND TO HOLD the premises herein granted unto the Party of the Second Part, its successors and assigns forever.

In witness whereof the parties have executed this Deed of Dedication on the day and date first above mentioned.

IN PRESENCE OF:

EW-SFII, LLC

By: _____
Edward Brzozowski, President, Managing Member
It's authorized signatory

TOWN OF SCHODACK

By: _____
Printed Name/Title: _____

STATE OF NEW YORK)
COUNTY OF _____) ss:

On the _____ day of _____, 2019, before me, the undersigned, personally appeared EDWARD BRZOZOWSKI, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within Instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the Instrument, the individual or person upon behalf of which the individual acted, executed the Instrument.

Notary Public

Commission Expiration Date: _____

STATE OF NEW YORK)
COUNTY OF _____)ss:

On the _____ day of _____, 2019, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within Instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the Instrument, the individual or person upon behalf of which the individual acted, executed the Instrument.

Notary Public

Commission Expiration Date: _____

SCHEDULE "A"

**DESCRIPTION OF ROAD RIGHT-OF-WAY
FOR
"WOODLAND DRIVE-STRAWBERRY FIELDS – PHASE II"
TOWN OF SCHODACK COUNTY OF RENSSELAER
STATE OF NEW YORK**

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

Beginning at a point on the southeasterly line of Woodland Drive at the intersection with the division line between Lot 15 Strawberry Fields, Phase I and Lot 28 Strawberry Fields, Phase II and running thence through said Woodland Drive, N 48° 40' 59" W a distance of 60.00 ft. to a point; thence along the northwesterly line of said Woodland Drive the following four (4) courses and distances: (1) N 41° 19' 01" E a distance of 95.00 ft. to a point; thence (2) N 38° 15' 55" E a distance of 243.02 ft. to a point of curve; thence (3) along the arc of a curve to the right having a radius of 230.00 ft. an arc length of 92.74 ft. and a central angle of 23° 06' 14" to a point of tangent; thence (4) N 61° 22' 09" E a distance of 203.79 ft. to a point of curve; thence along the westerly and northerly line of said Woodland Drive the following two (2) courses and distances: (1) along the arc of a curve to the left having a radius of 50.00 ft. an arc length of 64.29 ft. and a central angle of 73° 40' 05" to a point of reverse curve; thence (2) along the arc of a curve to the right having a radius of 75.00 ft. an arc length of 332.14 ft. and a central angle of 253° 44' 23" to a point of tangent; thence along the southeasterly line of said Woodland Drive the following four (4) courses and distances: (1) S 61° 22' 09" W a distance of 323.73 ft. to a point of curve; thence (2) along the arc of a curve to the left having a radius of 170.00 ft. an arc length of 68.55 ft. and a central angle of 23° 06' 14" to a point of tangent; thence (3) S 38° 15' 55" W a distance of 244.62 ft. to a point; thence (4) S 41° 19' 01" W a distance of 96.60 ft. to the point or place of beginning and containing 59,386± Sq. Ft. or 1.363 Acres.

**DESCRIPTION OF ROAD RIGHT-OF-WAY
FOR
"PINECREST DRIVE-STRAWBERRY FIELDS- PHASE II"
TOWN OF SCHODACK COUNTY OF RENSSELAER
STATE OF NEW YORK**

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

Beginning at a point on the southeasterly line of Woodland Drive at the intersection with the division line between Lot 15 Strawberry Fields, Phase I and Lot 28 Strawberry Fields, Phase II and running thence along the southeasterly line of said Woodland Drive the following two (2) courses and distances: (1) N 41° 19' 01" E a distance of 96.60 ft. to a point; thence (2) N 38° 15' 55" E a distance of 118.83 ft. to the true point of beginning; thence along the

southeasterly line of said Woodland Drive, N 38° 15' 55" E a distance of 110.16 ft. to a point of curve; thence in a southerly direction along the arc of a curve to the left having a radius of 25.00 ft. an arc length of 37.94 ft. and a central angle of 86° 56' 53" to a point of tangent; thence along the northeasterly line of Pinecrest Drive, S 48° 40' 58" E a distance of 456.33 ft. to a point of curve; thence along the arc of a curve to the left having a radius of 25.00 ft. an arc length of 39.27 ft. and a central angle of 90° 00' 00" to a point of tangent; thence along the northwesterly line of Strawberry Fields Drive, S 41° 19' 02" W a distance of 110.00 ft. to a point of curve; thence along the arc of a curve to the left having a radius of 25.00 ft. an arc length of 39.27 ft. and a central angle of 90° 00' 00" to a point of tangent; thence along the southwesterly line of said Pinecrest Drive, N 48° 40' 58" W a distance of 450.47 ft. to a point of curve; thence along the arc of a curve to the left having a radius of 25.00 ft. an arc length of 40.60 ft. and a central angle of 93° 03' 07" to the point or place of beginning and containing 30,744± Sq. Ft. or 0.706 Acres.

**DESCRIPTION OF ROAD RIGHT-OF-WAY
FOR
"STRAWBERRY FIELDS DRIVE-STRAWBERRY FIELDS- PHASE II"
TOWN OF SCHODACK COUNTY OF RENSSELAER
STATE OF NEW YORK**

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

Beginning at a point formed by the intersection of the westerly line of South Old Post Road and the northerly line of Strawberry Fields Drive. Running thence along the said westerly line of South Old Post Road in a southerly direction along the arc of a curve to the left having a radius of 1085.00 ft. an arc length of 61.34 ft. and a central angle of 03° 14' 21" to a point; thence along the southerly and southeasterly line of said Strawberry Fields Drive the following three (3) courses and distances: (1) N 68° 47' 53" W a distance of 690.35 ft. to a point of curve; thence (2) along the arc of a curve to the left having a radius of 170.00 ft. an arc length of 207.35 ft. and a central angle of 69° 53' 05" to a point of tangent; thence (3) S 41° 19' 02" W a distance of 325.36 ft. to a point of curve; thence along the southwesterly line of said Strawberry Fields Drive the following two (2) courses and distances: (1) along the arc of a curve to the left having a radius of 50.00 ft. an arc length of 64.35 ft. and a central angle of 73° 44' 19" to a point of reverse curve; (2) along the arc of a curve to the right having a radius of 75.00 ft. an arc length of 332.14 ft. and a central angle of 253° 44' 23" to a point of tangent; thence along the northwesterly and northerly line of said Strawberry Fields Drive the following three (3) courses and distances: (1) N 41° 19' 02" E a distance of 445.36 ft. to a point of curve; (2) along the arc of a curve to the right having a radius of 230.00 ft. an arc length of 206.13 ft. and a central angle of 51° 20' 59" to a point of tangent; (3) S 68° 47' 53" E a distance of 677.62 ft. to the point or place of beginning and containing 97,137± Sq. Ft. or 2.230 Acres.

END OF SCHEDULE A

RECORD & RETURN TO:
Jennifer Taylor, Esquire
Ianniello, Anderson & Reilly, P.C.
8 Airline Drive, Suite 101
Albany, NY 12205

EASEMENT DEED

THIS INDENTURE, Made the _____ day of _____, Two Thousand and Nineteen,

BETWEEN

EWB-SFII, LLC, a New York limited liability company with offices at P.O. Box 444, Latham, New York 12110, the Grantor,

and

TOWN OF SCHODACK, a Municipal Corporation existing under the laws of the State of New York, with offices at 265 Schuurman Road, Castleton, New York 12033, and
STRAWBERRY FIELDS HOMEOWNERS' ASSOCIATION – PHASE II, INC., with offices at P.O. Box 444, Latham, New York 12110, Party of the Second Part, the Grantees.

WITNESSETH that the Grantors, in consideration of ONE DOLLAR (\$1.00) lawful money of the United States, and other good and valuable consideration paid by the Party of the Second Part, does hereby grant, release, bargain and sell unto the Party of the Second Part, its successors and assigns forever,

**EASEMENTS OVER ALL THOSE CERTAIN PIECES OR PARCELS OF
LAND SET FORTH ON SCHEDULE A ATTACHED HERETO**

Subject to all enforceable easements, restrictions and covenants of record.

No permanent structure shall be constructed by any party over the land described in the easements described herein.

Being a portion of the premises conveyed to EWB-SFII, LLC by deed from Richard D. Hines and Joyce A. Hines, dated _____, and recorded

SCHEDULE "A"

LEGAL DESCRIPTION EASEMENT "J" STRAWBERRY FIELDS, PHASE II

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

Beginning at a point on the westerly line of South Old Post Road being the southeast corner of Lot 39 Strawberry Fields, Phase II and running thence along the southerly line of said Lot 39, N 68° 47' 53" W a distance of 80.41 ft. to a point; thence through said Lot 39 Strawberry Fields, Phase II the following four (4) courses and distances: (1) N 26° 59' 36" E a distance of 122.73 ft. to a point of curve; (2) Along the arc of a curve to the left having a radius of 260.00 ft. an arc length of 150.57 ft. and a central angle of 33° 10' 48" to a point of tangent; (3) N 06° 11' 12" W a distance of 197.45 ft. to a point of curve; (4) Along the arc of a curve to the right having a radius of 630.00 ft. an arc length of 287.36 ft. and a central angle of 26° 08' 03" to a point on the northerly line of said Lot 39; thence along said Lot 39, S 82° 19' 33" E a distance of 82.16 ft. to a point on the westerly line of said South Old Post Road; thence along the westerly line of South Old Post Road the following four (4) courses and distances: (1) Along the arc of a curve to the left having a radius of 550.00 ft. an arc length of 268.34 ft. and a central angle of 27° 57' 15" to a point of tangent; (2) S 06° 11' 12" E a distance of 197.45 ft. to a point of curve; (3) Along the arc of a curve to the right having a radius of 340.00 ft. an arc length of 196.89 ft. and a central angle of 33° 10' 48" to a point of tangent; (4) S 26° 59' 36" W a distance of 114. 62 ft. to the point or place of beginning.

It is the purpose of this conveyance to grant to the Town of Schodack, the Strawberry Fields Homeowners' Association – Phase II, Inc. and/or assigns, an easement in, on and to the property herein described and to permit the Town of Schodack, the Strawberry Fields Homeowners' Association Phase II, Inc. and/or assigns the right of ingress and egress, the right to lay and maintain pipe lines, to construct and maintain ditching and take whatever steps it deems necessary or advisable in connection with maintaining drainage of surface and subsurface waters from surrounding areas. In addition this easement also restricts the cutting, grading and/or filling in the area occupied by this easement, excepting the Town of Schodack, the Strawberry Fields Homeowners' Association, Inc. –Phase II, Inc., and/or assigns.

LEGAL DESCRIPTION EASEMENT "K" STRAWBERRY FIELDS, PHASE II

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

Beginning at a point on the westerly line of South Old Post Road being the northeast corner of Lot 39 Strawberry Fields, Phase II and running thence along the westerly line of said South Old Post Road the following five (5) course and distances: (1) Along the arc of a curve to the left having a radius of 550.00 ft. an arc length of 268.34 ft. and a central angle of 27° 57' 15" to a point of tangent; (2) S 06° 11' 12" E a distance of 197.45 ft. to a point of curve; (3) Along the arc of a curve to the right having a radius of 340.00 ft. an arc length of 196.89 ft. and a central angle of 33° 10' 48" to a point of tangent; (4) S 26° 59' 36" W a distance of 114.62 ft. to a point of curve; (5) Along the arc of a curve to the left having a radius of 1085.00 ft. an arc length of 305.60 ft. and a central angle of 16° 08' 17" to a point on the northerly line Strawberry Fields Drive; thence along the northerly line of said Strawberry Fields Drive N 68° 47' 53" W a distance of 50.79 ft. to a point; thence through Detention Basin II and said Lot 39 the following five (5) courses and distances: (1) Along the arc of a curve to the right having a radius of 1135.00 ft. an arc length of 305.49 ft. and a central angle of 15° 25' 18" to a point of tangent; (2) N 26° 59' 36" E a distance of 119.69 ft. to a point of curve; (3) Along the arc of a curve to the left having a radius of 290.00 ft. an arc length of 167.94 ft. and a central angle of 33° 10' 48" to a point of tangent; (4) N 06° 11' 12" W a distance of 197.45 ft. to a point of curve; (5) Along the arc of a curve to the right having a radius of 600.00 ft. an arc length of 280.21 ft. and a central angle of 26° 45' 30" to a point on the northerly line of said Lot 39; thence along said northerly line of Lot 39, S 82° 19' 33" E a distance of 51.42 ft. to the point or place of beginning.

It is the purpose of this conveyance to grant to the Town of Schodack, the Strawberry Fields Homeowners' Association – Phase II, Inc. and/or assigns, an easement in, on and to the property herein described and to permit the Town of Schodack, the Strawberry Fields Homeowners' Association – Phase II, Inc. and/or assigns the right of ingress and egress, the right to lay and maintain pipe lines, to construct and maintain ditching and take whatever steps it deems necessary or advisable in connection with maintaining drainage of surface and subsurface waters from surrounding areas. In addition this easement also restricts the grading and/or filling in the area occupied by this easement, excepting the Town of Schodack, the Strawberry Fields Homeowners' Association – Phase II, Inc. and/or assigns.

LEGAL DESCRIPTION
EASEMENT "L" STRAWBERRY FIELDS, PHASE II

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

Beginning at a point at the northeast corner of Lot 40 Strawberry Fields, Phase II and running thence along the easterly line of said Lot 40, S 21° 12' 07" W a distance of 35.00 ft. to a point; thence through said Lot 40, Lot 38 and Lot 39 Strawberry Fields, Phase 2, N 68° 47' 53" W a distance of 375.49 ft. to a point; thence continuing through said Lot 39, N 21° 12' 07" E a distance of 35.00 ft. to a point; thence continuing

through said Lot 39 and along the division line between said Lot 39 and said Lot 40, S 68° 47' 53" E a distance of 375.49 ft. to the point or place of beginning and containing 13,142± Sq. Ft.

It is the purpose of this conveyance to grant to the Town of Schodack, the Strawberry Fields Homeowners' Association- Phase II, Inc. and/or assigns, an easement in, on and to the property herein described and to permit the Town of Schodack, the Strawberry Fields Homeowners' Association-Phase II, Inc. and/or assigns the right of ingress and egress, the right to lay and maintain pipe lines, to construct and maintain ditching and take whatever steps it deems necessary or advisable in connection with maintaining drainage of surface and subsurface waters from surrounding areas. In addition this easement also restricts the grading and/or filling in the area occupied by this easement, excepting the Town of Schodack, the Strawberry Fields Homeowners' Association Phase II, Inc. and/or assigns.

LEGAL DESCRIPTION
EASEMENT "M" STRAWBERRY FIELDS, PHASE II

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

Beginning at a point at the northeast corner of Lot 35 Strawberry Fields, Phase II and running thence along the southerly line of Strawberry Fields Drive, S 68° 47' 53" E a distance of 30.00 ft. to a point; thence along the division line between said Lot 35 and Lot 41 (remaining lands of Richard D. Hines) Strawberry Fields, Phase II, S 21° 12' 07" W a distance of 302.19 ft. to a point; thence along the southerly line of said Lot 35, N 68° 47' 53" W a distance of 30.00 ft. to a point; thence through said Lot 35, N 21° 12' 07" E a distance of 302.19 ft. to the point or place of beginning and containing 9,066± Sq. Ft.

It is the purpose of this conveyance to grant to the Town of Schodack, the Strawberry Fields Homeowners' Association- Phase II, Inc. and/or assigns, an easement in, on and to the property herein described and to permit the Town of Schodack, the Strawberry Fields Homeowners' Association-Phase II, Inc. and/or assigns the right of ingress and egress, the right to lay and maintain pipe lines, to construct and maintain ditching and take whatever steps it deems necessary or advisable in connection with maintaining drainage of surface and subsurface waters from surrounding areas. In addition this easement also restricts the grading and/or filling in the area occupied by this easement, excepting the Town of Schodack, the Strawberry Fields Homeowners' Association – Phase II, Inc. and/or assigns.

LEGAL DESCRIPTION
EASEMENT "N" STRAWBERRY FIELDS, PHASE II

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of Schodack, County of Rensselaer and State of New York, being more particularly

bounded and described as follows:

Beginning at a point on the northerly line of Woodland Drive at the intersection with the division line between Lot 14 Strawberry Fields, Phase I and Lot 21 Strawberry Fields, Phase II and running thence along said division line, N 48° 40' 59" W a distance of 330.00 ft. to a point; thence along the northerly line of said Lot 21, N 41° 19' 01" E a distance of 15.00 ft. to a point; thence through said Lot 21, S 48° 40' 59" E a distance of 329.47 ft. to a point; thence along said northerly line of Woodland Drive the following two (2) courses and distances: (1) S 38° 15' 55" W a distance of 9.83 ft. to the point; (2) S 41° 19' 01" W a distance of 5.19 ft. to the point or place of beginning and containing 4,947± Sq. Ft.

It is the purpose of this conveyance to grant to the Town of Schodack, the Strawberry Fields Homeowners' Association-Phase II, Inc. and/or assigns, an easement in, on and to the property herein described and to permit the Town of Schodack, the Strawberry Fields Homeowners' Association-Phase II, Inc. and/or assigns the right of ingress and egress, the right to lay and maintain pipe lines, to construct and maintain ditching and take whatever steps it deems necessary or advisable in connection with maintaining drainage of surface and subsurface waters from surrounding areas. In addition this easement also restricts the grading and/or filling in the area occupied by this easement, excepting the Town of Schodack, the Strawberry Fields Homeowners' Association Phase II, Inc. and/or assigns.

LEGAL DESCRIPTION
EASEMENT "Q" STRAWBERRY FIELDS, PHASE II

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

Beginning at a point at the northwest corner of Lot 30 Strawberry Fields, Phase II and running thence along the northerly line of said Lot 30 and through Strawberry Fields Drive, S 48° 40' 59" E a distance of 264.34 ft. to a point; thence continuing through said Strawberry Fields Drive and through Lot 31 Strawberry Fields, Phase II the following three (3) courses and distances: (1) S 41° 19' 02" W a distance of 101.27 ft. to a point; (2) S 09° 58' 47" W a distance of 121.28 ft. to a point; (3) S 80° 00' 30" E a distance of 261.70 ft. to a point; thence along the easterly line of said Lot 31 the following two (2) courses and distances: (1) S 46° 19' 10" W a distance of 18.62 ft. to a point; (2) S 36° 40' 14" E a distance of 21.86 ft. to a point; thence through said Lot 31, Strawberry Fields Drive and Lot 30 the following four (4) courses and distances: (1) N 80° 00' 30" W a distance of 296.56 ft. to a point; (2) N 09° 58' 47" E a distance of 159.69 ft. to a point; (3) N 41° 19' 02" E a distance of 79.69 ft. to a point; (4) N 48° 40' 59" W a distance of 234.34 ft. to a point; thence along the westerly line of said Lot 30, N 41° 19' 01" E a distance of 30.00 ft. to the point or place of beginning and containing 22,581± Sq. Ft.

It is the purpose of this conveyance to grant to the Town of Schodack, the Strawberry Fields Homeowners' Association – Phase II, Inc. and/or assigns, an easement in, on and to the property herein described and to permit the Town of Schodack, the Strawberry Fields Homeowners' Association-Phase II, Inc. and/or assigns the right of ingress and egress, the right to lay and maintain pipe lines, to construct and maintain ditching and take whatever steps it deems necessary or advisable in connection with maintaining drainage of surface and subsurface waters from surrounding areas. In addition this easement also restricts the grading and/or filling in the area occupied by this easement, excepting the Town of Schodack, the Strawberry Fields Homeowners' Association-Phase II, Inc. and/or assigns.

End of Schedule A

RECORD & RETURN TO:
Jennifer L. Taylor, Esq.
Ianniello Anderson, P.C.
8 Airline Drive
Albany, New York 12205

WARRANTY DEED

THIS INDENTURE, made the _____ day of _____, 2019

BETWEEN

RICHARD D. HINES and JOYCE A. HINES, husband and wife, residing at 1621 Brookview Station Road, Castleton, New York 12033 (hereinafter referred to as "Grantor"), and

EWB-SFII, LLC, a New York limited liability company, with an address of P.O. Box 444, Latham, New York 12110 (hereinafter referred to as "Grantee").

WITNESSETH, that the Grantor, in consideration of ONE AND 00/100 DOLLAR (\$1.00) lawful money of the United States, and other good and valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, the successors and assigns of the Grantee forever,

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

Beginning at a point on the westerly line of South Old Post Road being the northeast corner of remaining lands of Richard D. Hines and the southeast corner of Strawberry Fields Drive; Running thence along the southerly line of said Strawberry Fields Drive, N 68° 47' 53" W a distance of 279.54 ft. to a point; thence along the easterly line of Lot 35 Strawberry Fields, Phase II, S 21° 12' 07" W a distance of 302.19 ft. to a point; thence along the southerly line of Lots 35, 34 and the southeasterly line of Lots 33, 32, and 31 Strawberry Fields, Phase II the following four (4) courses and distances: (1) N 68° 47' 53" W a distance of 230.05 ft. to a point; (2) S 82° 10' 21" W a distance of 74.84 ft. to a point; (3) S 46° 19' 10" W a distance of 415.73 ft. to a point; (4) S 36° 40' 14" E a distance of 59.67 ft. to a point; thence along the southerly line of said Lot 31, N 80° 00' 33" W a distance of 369.01 ft. to a point; thence along the division line between Lot 20 Strawberry Fields, Phase I and said Lot 31 Strawberry Fields, Phase II, N 09° 59' 27" E a distance of 75.46 ft. to a point; thence along the southerly line of Lot 30 Strawberry Fields, Phase II, N 80° 00' 33" W a distance of 247.47 ft. to a point; thence along the westerly line of said Lot 30 the

following two (2) courses and distances: (1) N 26° 16' 49" E a distance of 161.36 ft. to a point; (2) N 41° 19' 01" E a distance of 200.00 ft. to a point; thence along the southerly line of Lots 28 and 29 Strawberry Fields, Phase II and through Woodland Drive, N 48° 40' 59" W a distance of 364.76 ft. to a point; thence along the northwesterly line of said Woodland Drive, N 41° 19' 01" E a distance of 89.81 ft. to a point; thence along the division line between Lot 14 Strawberry Fields, Phase I and Lot 21 Strawberry Fields, Phase II, N 48° 40' 59" W a distance of 330.00 ft. to a point; thence along the northwesterly line of Lots 21, 22, 23, 24 and 25 Strawberry Fields, Phase II the following three (3) courses and distances: (1) N 41° 19' 01" E a distance of 307.96 ft. to a point; (2) N 61° 22' 09" E a distance of 795.38 ft. to a point; (3) S 89° 15' 04" E a distance of 148.22 ft. to a point; thence along the northerly line of Lot 39 Strawberry Fields, Phase II the following (4) courses and distances: (1) S 89° 15' 04" E a distance of 313.14 ft. to a point; (2) N 59° 08' 17" E a distance of 139.84 ft. to a point; (3) S 21° 17' 53" E a distance of 77.67 ft. to a point; (4) S 82° 19' 33" E a distance of 480.34 ft. to a point on the westerly line of said South Old Post Road; thence along the westerly line of said South Old Post Road the following five (5) course and distances: (1) in a southerly direction along the arc of a curve to the left having a radius of 550.00 ft. an arc length of 268.34 ft. and a central angle of 27° 57' 15" to a point of tangent; (2) S 06° 11' 12" E a distance of 197.45 ft. to a point of curve; (3) along the arc of a curve to the right having a radius of 340.00 ft. an arc length of 196.89 ft. and a central angle of 33° 10' 48" to a point of tangent; (4) S 26° 59' 36" W a distance of 114.62 ft. to a point of curve; (5) along the arc of a curve to the left having a radius of 1085.00 ft. an arc length of 366.94 ft. and a central angle of 19° 22' 38" to the point or place of beginning and containing 49.24± Acres.

Shown and designated on a Subdivision Plan entitled "Strawberry Fields, Lots 21-28, Town of Schodack, County of Rensselaer, State of New York," made by Brewer Engineering Associates, P.C., dated 12/06/2017, last revised 06/20/2018, and filed with the Rensselaer County Clerk's Office on September 13, 2018, as Map No. 2018133 (the "Phase I Plan"); and on an Amended Subdivision Plan entitled "Strawberry Fields Subdivision, Lots 29-42," made by Insite Northeast, dated March 11, 2019, and filed with the Rensselaer County Clerk's Office on _____, as Map No. _____ (the "Phase II Plan").

TOGETHER with all right, title and interest, if any, of the party of the Grantor in and to any streets and roads abutting the above described premises to the center lines thereof;

BEING the same premises conveyed to Grantor by deed dated March 12, 2008, from Stephen Hines and recorded on March 19, 2008 in the Rensselaer County Clerk's Office in Book 4544, at Page 221.

SUBJECT to all covenants, conditions, restrictions and easements of record affecting said premises.

TOGETHER with the appurtenances and all the estate and rights of the Grantor in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the Grantee, the successors and assigns of the Grantee forever.

AND the Grantor covenants as follows:

RECORD & RETURN TO:
Jennifer L. Taylor, Esq.
Ianniello Anderson, P.C.
8 Airline Drive
Albany, New York 12205

WARRANTY DEED

THIS INDENTURE, made the _____ day of _____, 2019

BETWEEN

EWB-SFII, LLC, a New York limited liability company, with an address of P.O. Box 444, Latham, New York 12110 (hereinafter referred to as "Grantor"), and

STRAWBERRY FIELDS HOMEOWNERS' ASSOCIATION – PHASE II, INC., a New York not-for-profit corporation, with an address of P.O. Box 444, Latham, New York 12110 (hereinafter referred to as "Grantee").

WITNESSETH, that the Grantor, in consideration of ONE AND 00/100 DOLLAR (\$1.00) lawful money of the United States, and other good and valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, the successors and assigns of the Grantee forever,

SEE ATTACHED SCHEDULE A, SCHEDULE B AND SCHEDULE C

BEING a portion of the same premises conveyed to Grantor by deed dated _____, 2019, from Richard D. Hines and Joyce A. Hines, and recorded on _____ in the Rensselaer County Clerk's Office in Book _____, at Page ____.

SUBJECT to all covenants, conditions, restrictions and easements of record affecting said premises.

TOGETHER with the appurtenances and all the estate and rights of the Grantor in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the Grantee, the successors and assigns of the Grantee forever.

AND the Grantor covenants as follows:

FIRST, that the Grantee shall quietly enjoy the said premises;

SCHEDULE A

LEGAL DESCRIPTION
DETENTION BASIN II STRAWBERRY FIELDS, PHASE II

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

Beginning at a point formed by the intersection of the westerly line of South Old Post Road and the northerly line of Strawberry Fields Drive. Running thence along the said northerly line of Strawberry Fields Drive, N 68° 47' 53" W a distance of 288.79 ft. to a point; thence along the division line between Lot 40 Strawberry Fields, Phase II and Detention Basin II, N 21° 12' 07" E a distance of 304.35 ft. to a point; thence along the division between Lot 39 Strawberry Fields, Phase II and said Detention Basin II, S 68° 47' 53" E a distance of 276.70 ft. to the westerly line of South Old Post Road; thence along the said westerly line of South Old Post Road in a southerly direction along the arc of a curve to the left having a radius of 1085.00 ft. an arc length of 305.60 ft. and a central angle of 16° 08' 17" to the point or place of beginning.

SCHEDULE B

**LEGAL DESCRIPTION
EASEMENT "O" STRAWBERRY FIELDS, PHASE II**

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

Beginning at the center point of the cul-de-sac at the northerly end of Woodland Drive Strawberry Fields, Phase II said point being the center of Easement "O" having a radius of 30.00 ft. an arc length of 188.50 ft. and a central angle of 360° 00' 00" having an area of 2,827± Sq. Ft.

SCHEDULE C

LEGAL DESCRIPTION
EASEMENT "P" STRAWBERRY FIELDS, PHASE II

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

Beginning at the center point of the cul-de-sac at the southerly end of Strawberry Fields Drive Strawberry Fields, Phase II said point being the center of Easement "P" having a radius of 30.00 ft. an arc length of 188.50 ft. and a central angle of 360° 00' 00" having an area of 2,827± Sq. Ft.

2019-190



ENGINEERING • ARCHITECTURE • SURVEYING • PLANNING

May 29, 2019
VIA EMAIL & MAIL

RECEIVED
JUN 03 2019
TOWN OF SCHODACK
PLANNING & ZONING

Denise Mayrer, Chairwoman
Town of Schodack Planning Board
Schodack Town Hall
265 Schuurman Road
Castleton, New York 12033

Re: **Final Site Plan Review**
Stewart's – Sunset Road
SPB # 2018-34
Town of Schodack Planning Board

Dear Chairwoman Mayrer:

We are in receipt of a revised plan set last revised March 16, 2019, a SWPPP dated March 15, 2019, and a letter from Stewart's Shops of April 29, 2019 for the above referenced project. We offer the following:

GENERAL

- 1) The proposed use is in the HC zone and requires site plan approval. It is an allowable use in the HC zone. The Building Inspector has indicated the driveway at the rear of building and stormwater areas are permitted although the rear parcel is in the R-20 zone.
- 2) The project lies in the Direct Recharge Area as defined by the Town's Water Quality Control Act and has received a variance from the Zoning Board of Appeals for this project. With the variance in place, a Special Permit under WQCA will be necessary. We recommend that the Special Permit be conditioned upon installation of groundwater monitoring wells to sufficiently monitor the site as determined by a professional geologist and approved by the Town. Furthermore, wells shall be sampled for appropriate indicator parameters for volatile organic compounds and any other parameters as determined by the Town quarterly for one year from the time of installation to establish baseline levels, and then every fifth quarter thereafter.
- 3) The applicant has indicated exterior lighting with the exception of one entrance light will be turned off from one half hour after close to one half hour before opening.
- 4) The project will require a Sewer District Extension by the Town Board to service the parcel. The applicant is proposing an individual grinder pump and small diameter low pressure sewer along Miller Road to connect to the existing forcemain on Old Miller Road and has offered to install a larger 6" SDR11 HDPE pipe at the same time for the Town's future use.

- 5) The applicant has offered to extend an 8" water main on Sunset Road to the western extend of their property to facilitate future connections by neighboring properties if they elect to do so. The proposed main and details, including a terminal hydrant and valve, should be included in the next submission.
- 6) The applicant shall show a 20' wide utility easement to the Town along their western property line for the Town's future use.
- 7) Rensselaer County Department of Health approval is required.
- 8) NYSDOT has conceptually approved the driveway location onto US Routes 9 and 20 and the associated two way left turn lane. In addition, they have confirmed that they will not approve the installation of left turn arrows on north bound and south bound lanes of US Routes 9 and 20 without such signals being warranted. A NYSDOT Work Permit is required for the driveway work.
- 9) The applicant has offered a 30' wide access and utility easement to the Town on the south east corner of their property for future intersection improvements. The easement should be shown on the next submission.
- 10) The parcels will need to be combined and be assigned only one tax map parcel number prior to site plan signing.
- 11) The following revisions are needed in the SWPPP:
 - a. The outlet control structures with control orifices less than 1" will tend to clog. The minimum 3" orifice should be provided or 1" if protected by a trash rack per the NYS SWDM Chapter 4, section 4.4.
 - b. Appendix G. The Applicant should complete the enclosed "Erosion and Sediment Control Plan Review Checklist"
 - c. On the Erosion & Sediment Control Plan add additional measures to control the stormwater flow that will occur along the silt fence indicated to be installed perpendicular to the land contour along Sunset Road.
 - d. Plans should indicate the Limit of Disturbance line.
 - e. Add to the construction sequences, as one of the first activities, the field delineation of the limits of disturbance.
 - f. The "General Construction Sequence" shown on the plans and the sequence described in the SWPPP Section 3.1. should be coordinated to include the same items.
 - g. The plans should indicate the stormwater management facilities designed to serve the site's stormwater hot-spots are to be field-tested to demonstrate water tightness and adequate distribution of flows per the NYS SWDM Appendix C.

- 12) Comments were received during the public hearing regarding possible groundwater contamination. In general, two types of contamination were discussed; those from spills or leaks and those from stormwater runoff over the life of the proposed project.

Regarding potential contamination from spills or leaks, the applicant has proposed:

- Double walled interstitial monitored fiberglass reinforced plastic;
- Double walled interstitial monitored piping in conduit;
- Secondary sumps below dispensers;
- Tank fill ports with spill containment (15 gallons);
- Positive limiting barriers around the dispensers;
- 24/7 monitoring of system;
- Spill cleanup materials on site; and
- Monthly inspections.

The applicant should revise the plans as follows:

- a. Fuel system details and notes should be included in the next submission as part of the site plan set.
- b. The positive limiting barrier should be shown on the site plan and a detail provided.
- c. An oil water separator with an oil stop valve should be incorporated into the drainage from the fuel islands in order to stop flow in the event of a surface spill.

Regarding potential contamination from stormwater runoff, we offer the following comments:

- The site stormwater is regulated by NYSDEC through the Town as an MS4 community.
- Under NYSDEC stormwater design guidelines, the portion of the site with fueling is considered a “hotspot” and as such requires redundant pretreatment of the water quality volumes.
- CB#7 is a control manhole with inlet which directs a portion of the flow to the proposed hydrodynamic separator and the rest of the water from CD#4-7 to lined underground detention chambers prior to discharging to the northwest portion of the site.
- Redundant pretreatment is accomplished via the hydrodynamic separator and a lined bio retention filter bed, prior to discharging to the northwest portion of the site.
- The southwest portion of the site’s runoff is captured prior to discharge to Sunset Road with the water quality volume being treated by a surface sand filter and the remainder of the water being directed to a “dry” detention basin. Both discharge the interior of the site.
- A very small, grassed portion of the site flows to the existing culvert under Sunset Road, which then flows south under Sunset Road.
- All stormwater facilities are separated from adjacent wells by 100 feet or more.

The applicant should revise the plans as follows:

- d. The dry detention and surface sand filter should be lined.
- e. Show outlet hoods on catch basin details with appropriate notes not to install on water quality treatment outlets.
- f. Submit a site specific O&M manual for Town review and approval to be kept on-site by the store manager. Maintenance logs shall be submitted to the Town annually.

13) Regarding the landscaping plan, the applicant should revise it as follows:

- a. Show the limits of disturbance; and
- b. Indicate that up to 10 additional eastern hemlocks will be planted on site at locations to be determined by the Town.

14) Guiderail or delimiters 20' on center should be shown along the driveway at the rear of the building from the dumpster area to the driveway out to Sunset Road.

15) A sign indicating "All Trucks Enter and Exit Here" should be shown adjacent to the driveway to US Routes 9 and 20. A detail should be included as well.

16) Signs should be added at both ends of the driveway behind the building indicating "Authorized Delivery Vehicles Only".

SEORA

We offer the following regarding SEQRA for this application:

- The project has been classified as an Unlisted Action;
- A coordinated review was conducted;
- A Short EAF dated 1/18/19 was submitted;
- A "no effect" letter was received from SHPO; and
- Part 2 of the Short EAF was completed by our office (see attached).

We recommend the Planning Board issue a Negative Declaration under SEQRA for this project.

RECOMMENDATION

Since the above comments are objective in nature, we recommend the Board approve the project conditioned upon the issues above being resolved prior to signing of the final site plans. If the Board is so inclined, we recommend the following course of action:

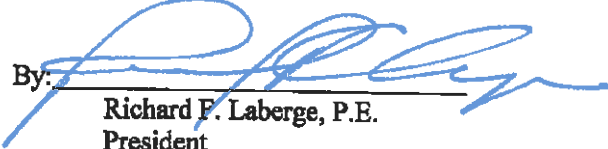
- 1.) Issue a Negative Declaration under SEQRA.
- 2.) Approval of the Special Permit under the WQCA subject to the following conditions:
 - a) An initial term of 18 months; and
 - b) Installation of groundwater monitoring wells as described in comment #2.

Denise Mayrer, Chairwoman
May 29, 2019
Page 5 of 5

- c) Annual certification to the Town that the stormwater management facilities have been inspected, serviced, and maintained in accordance with applicable manufacturer's recommendations and best management practices.
- 3.) Approval of the Site Plan conditioned upon the outstanding technical issues identified in comments nos. 4 – 16 above, all other administrative items, and the establishment of a site review escrow on the amount of \$3,000.00 to be deposited prior to the start of construction.

Please contact us if you have any comments on the above.

Very truly yours,
LABERGE GROUP

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

RFL:bnl

C: Craig Crist, Esq., Planning Board Atty. (via email only)
Chuck Marshall, Stewart's (via email only)

J:\2018090\Correspondence\Final Site Review 05-29-19.Docx

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			
Stewart's Shops Corp.			
Name of Action or Project: Stewart's Relocation			
Project Location (describe, and attach a location map): 1546 Columbia Turnpike			
Brief Description of Proposed Action: Stewart's will raze the existing multi-tenant building and neighboring automobile repair shop for the redevelopment of a new Stewart's Shop (convenience store) with self-service gasoline.			
Name of Applicant or Sponsor: Stewart's Shops Corp.		Telephone: (516) 581-1201 ext 4435	
		E-Mail: cmaushal@stewartsshops.com	
Address: P.O. Box 435			
City/PO: Saratoga Springs		State: New York	Zip Code: 12866
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"/>
			YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval: NYSDEC, NYSOET, Town of Schodack ZBA, Rensselaer County Health Dept, Town of Schodack Town Board			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		_____ 2.4 acres	
b. Total acreage to be physically disturbed?		_____ 1.75 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		_____ 2.4 acres	
4. Check all land uses that occur on, adjoining and near the proposed action.			
<input type="checkbox"/> Urban <input checked="" type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____			
<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?	<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?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation service(s) available at or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	<input checked="" type="checkbox"/>	<input checked="" 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: _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ <i>Potential expansion of the municipal sewer</i>	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Is the proposed action located in an archeological sensitive area?	<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?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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: _____	<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: <input type="checkbox"/> Shoreline <input checked="" type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input checked="" type="checkbox"/> 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 plain?	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, a. Will storm water discharges flow to adjacent properties? <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
A Stormwater Pollution Prevention Plan is being developed for the construction activity and long-term operation of the site. The site is considered a "Hot Spot" by NYSDEC guidelines because of the petroleum elements and design accordingly.			

New trail (P)

<p>18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)?</p> <p>If Yes, explain purpose and size: _____</p> <p>Temporary retention will be held in stormwater basins with the final volume included in the SWPPP as the final Site Plan will affect the volume of the basins.</p>	NO	YES
<p>19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?</p> <p>If Yes, describe: _____</p>	NO	YES
<p>20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?</p> <p>If Yes, describe: _____</p>	NO	YES
<p>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</p>		
<p>Applicant/sponsor name: <u>Stewart's Snaps Corp</u></p>	<p>Date: <u>1/18/19</u></p>	
<p>Signature: <u>Charles Marshall (Charles Marshall)</u></p>		

PRINT FORM

Project: _____
 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 any 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?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<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: _____
 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.

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.

TOWN OF SCHODACK PLANNING BOARD _____ 6/3/19 _____
 Name of Lead Agency Date

DENISE MAYRER _____ CHAIR PERSON _____
 Print or Type Name of Responsible Officer in Lead Agency Title of Responsible Officer

Denise Mayrer _____ *R. P. [Signature]* _____
 Signature of Responsible Officer in Lead Agency Signature of Preparer (if different from Responsible Officer) CONSULTANT

PRINT FORM

KarJAL TRUCKING and Excavation Contracting
PO Box 184, Castleton NY 12033 - (518) 732 - 4013

Schodack Town Hall
265 Schuurman Road
Castleton, New York 12033
Attn: Supervisor David Harris (and Town Board Members)

May 3, 2019

Re: Proposed Al Symington Fill Site (KarJAL Trucking and Excavation Contracting)
1191 Brookview Station Road - Town of Schodack

Dear Supervisor Harris and Town Board Members:

KarJAL Trucking and Excavation Contracting, (Al Symington) respectfully requests to appear in front of the Town Board to petition to dump clean fill at our site on 1191 Brookview Station Road in Schodack. Please see the attached plan showing the area that we are proposing to fill. All material brought to the site will be free of large pieces of wood, concrete and asphalt. The area after filling would be returned to its natural vegetative state.

We appreciate your cooperation in this matter and look forward to meeting with you. Should you have any questions please feel free to contact us at the above number.

Very truly yours,



Mr. Al Symington

cc: Mrs. Nadine Fuda, Director of Planning
Mr. Richard Laberge, PE - Laberge Group
file/symingtontb19-1

**BASIC STORMWATER POLLUTION PREVENTION
PLAN & STORMWATER MANAGEMENT SYSTEM
ENGINEERING REPORT**

FOR

**1191 Brookview Station Road
Town of Schodack, New York**

April 2019

Applicant:

Al Symington
P.O. Box 187
Castleton, NY 12033

Prepared by:

Advance Engineering & Surveying PLLC
11 Herbert Drive
Latham, New York 12110
518-698-3772

Unauthorized alteration or addition to this document is a violation of section 7209 Subdivision 2 of the New York State Education Law.

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Surveying PLLC
ALL RIGHTS RESERVED.
UNAUTHORIZED DUPLICATION IS A VIOLATION OF APPLICABLE LAWS.





Drawn By: **DAH** Checked By: **STEVE HART PE** Date Issued: **APRIL 2019** SCALE: **1" = 400'** Drawing Number: **Figure 6**
Project Name: **SYMINGTON** Drawing Title: **AERIAL MAP** File Name: **AERIAL MAP.DWG**



NO.	DATE	REVISION
1	11/15/83	ISSUED FOR PERMIT
2	11/15/83	REVISED PER COMMENTS
3	11/15/83	REVISED PER COMMENTS
4	11/15/83	REVISED PER COMMENTS
5	11/15/83	REVISED PER COMMENTS
6	11/15/83	REVISED PER COMMENTS
7	11/15/83	REVISED PER COMMENTS
8	11/15/83	REVISED PER COMMENTS
9	11/15/83	REVISED PER COMMENTS
10	11/15/83	REVISED PER COMMENTS

DATE: 11/15/83
 DRAWN BY: J. J. ...
 CHECKED BY: ...
 PROJECT NO.: ...

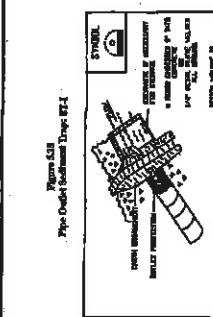
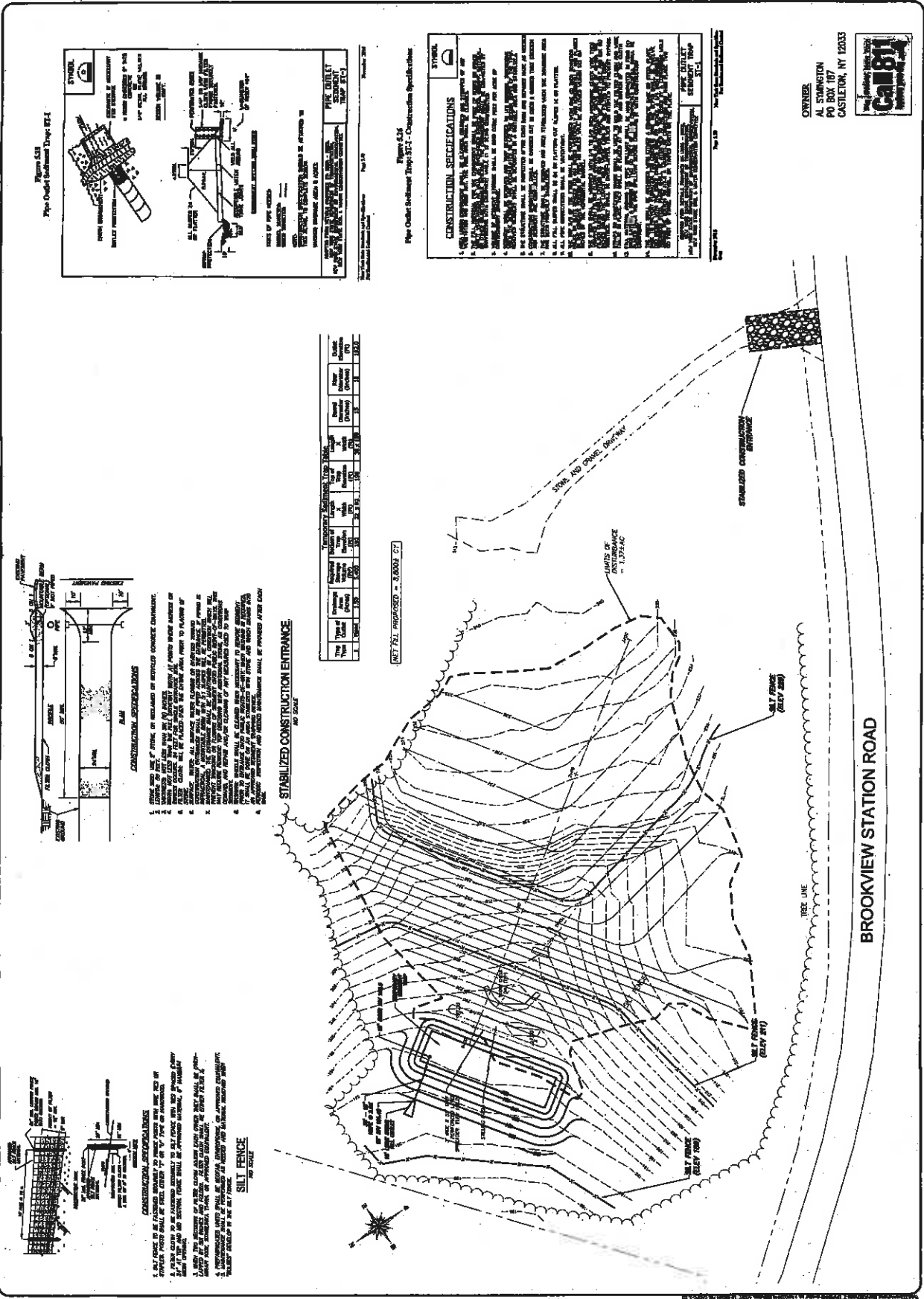
PROJECT NO.: ...
 SHEET NO.: ...



ADVANCE ENGINEERING & SURVEYING, P.L.C.
 CONSULTING IN -
 CIVIL, ENVIRONMENTAL, ENGINEERING,
 LAND SURVEYING & DEVELOPMENT
 COMMERCIAL AND RESIDENTIAL
 COUNTY OF ALBANY, NEW YORK
 11 HENRY STREET, LATHAM, N.Y. 12110
 PHONE: (518) 862-3772
 FAX: (518) 862-3773

EROSION CONTROL PLAN
 FOR SITE LOCATED AT
 1191 BROOKVIEW STATION ROAD
 CASTLETON - ON - HUDSON
 COUNTY OF ALBANY, NEW YORK
 SCALE: 1" = 20'
 DATE: MARCH 24, 2008

SHEET NO. **ERO**
 OF 2
 DATE: 11/15/83



CONSTRUCTION SPECIFICATIONS

1. STABILIZED CONSTRUCTION ENTRANCE SHALL BE CONSTRUCTED AS SHOWN ON THESE DRAWINGS.
2. THE ENTRANCE SHALL BE 10 FEET WIDE BY 10 FEET HIGH.
3. THE ENTRANCE SHALL BE 10 FEET WIDE BY 10 FEET HIGH.
4. THE ENTRANCE SHALL BE 10 FEET WIDE BY 10 FEET HIGH.
5. THE ENTRANCE SHALL BE 10 FEET WIDE BY 10 FEET HIGH.
6. THE ENTRANCE SHALL BE 10 FEET WIDE BY 10 FEET HIGH.
7. THE ENTRANCE SHALL BE 10 FEET WIDE BY 10 FEET HIGH.
8. THE ENTRANCE SHALL BE 10 FEET WIDE BY 10 FEET HIGH.
9. THE ENTRANCE SHALL BE 10 FEET WIDE BY 10 FEET HIGH.
10. THE ENTRANCE SHALL BE 10 FEET WIDE BY 10 FEET HIGH.

CONSTRUCTION SPECIFICATIONS

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FOLLOWING:
2. THE CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FOLLOWING:
3. THE CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FOLLOWING:
4. THE CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FOLLOWING:
5. THE CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FOLLOWING:
6. THE CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FOLLOWING:
7. THE CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FOLLOWING:
8. THE CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FOLLOWING:
9. THE CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FOLLOWING:
10. THE CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FOLLOWING:

OWNER:
 AL STAMINGTON
 PO BOX 187
 CASTLETON, NY 12033

Calbini
 THE ENGINEERING GROUP, INC.
 1191 BROOKVIEW STATION ROAD
 CASTLETON, NY 12033



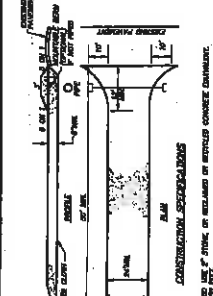
CONSTRUCTION SPECIFICATIONS

1. SILT FENCE SHALL BE 10 FEET WIDE BY 10 FEET HIGH.
2. THE SILT FENCE SHALL BE 10 FEET WIDE BY 10 FEET HIGH.
3. THE SILT FENCE SHALL BE 10 FEET WIDE BY 10 FEET HIGH.
4. THE SILT FENCE SHALL BE 10 FEET WIDE BY 10 FEET HIGH.
5. THE SILT FENCE SHALL BE 10 FEET WIDE BY 10 FEET HIGH.
6. THE SILT FENCE SHALL BE 10 FEET WIDE BY 10 FEET HIGH.
7. THE SILT FENCE SHALL BE 10 FEET WIDE BY 10 FEET HIGH.
8. THE SILT FENCE SHALL BE 10 FEET WIDE BY 10 FEET HIGH.
9. THE SILT FENCE SHALL BE 10 FEET WIDE BY 10 FEET HIGH.
10. THE SILT FENCE SHALL BE 10 FEET WIDE BY 10 FEET HIGH.

NO.	DATE	REVISION
1	11/15/83	ISSUED FOR PERMIT
2	11/15/83	REVISED PER COMMENTS
3	11/15/83	REVISED PER COMMENTS
4	11/15/83	REVISED PER COMMENTS
5	11/15/83	REVISED PER COMMENTS
6	11/15/83	REVISED PER COMMENTS
7	11/15/83	REVISED PER COMMENTS
8	11/15/83	REVISED PER COMMENTS
9	11/15/83	REVISED PER COMMENTS
10	11/15/83	REVISED PER COMMENTS

CONSTRUCTION SPECIFICATIONS

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FOLLOWING:
2. THE CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FOLLOWING:
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CONSTRUCTION SPECIFICATIONS

1. SILT FENCE SHALL BE 10 FEET WIDE BY 10 FEET HIGH.
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10. THE SILT FENCE SHALL BE 10 FEET WIDE BY 10 FEET HIGH.

NO.	DATE	REVISION
1	11/15/83	ISSUED FOR PERMIT
2	11/15/83	REVISED PER COMMENTS
3	11/15/83	REVISED PER COMMENTS
4	11/15/83	REVISED PER COMMENTS
5	11/15/83	REVISED PER COMMENTS
6	11/15/83	REVISED PER COMMENTS
7	11/15/83	REVISED PER COMMENTS
8	11/15/83	REVISED PER COMMENTS
9	11/15/83	REVISED PER COMMENTS
10	11/15/83	REVISED PER COMMENTS

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**BASIC STORMWATER POLLUTION PREVENTION
PLAN & STORMWATER MANAGEMENT SYSTEM
ENGINEERING REPORT**

FOR

**1191 Brookview Station Road
Town of Schodack, New York**

April 2019

Applicant:

**Al Symington
P.O. Box 187
Castleton, NY 12033**

Prepared by:

**Advance Engineering & Surveying PLLC
11 Herbert Drive
Latham, New York 12110
518-698-3772**

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Introduction

The purpose of this report is to present the impact and the proposed mitigation resulting from the proposed construction of a Soils spoil area at 1191 Brookview Station Road which is in compliance with the Town of Schodack Requirements for site disturbance. Per the current General Permit for Construction Discharges SPDES GP-0-15-002, construction activities involving soil disturbance of (1) or more acres of land but less than (5) acres are required to prepare a SWPPP. The total soil disturbance area for the proposed project is approximately 1.37 acres. Therefore, a full SWPPP for the project is not required. Since the proposed clearing and grading for the subject project site is less than 5 acres only a basic SWPPP is required. This basic SWPPP is incorporated into the relevant sections of this report.

Existing Conditions

The subject parcel is approximately 20.9 +/- acres in area being irregular in shape consisting of existing wood frame structures, gravel driveway, gravel roads, woods, grass and a clean fill spoil area. The site is bounded by Brookview Station Road on the south, single family on the west and easterly sides and Gould Orchard on the northerly side. Frontage along Brookview Station Road is approximately 1,435 feet.

Vegetative Cover

Site cover consists of roofs, gravel, woods and lawn.

Topography

The topography varies from 3-8% sloping westerly on the easterly half of the site and increases too steep on the westerly side of the site. Stormwater runoff sheet flows across the site in a westerly direction.

Soils

The National Cooperative Soil Survey (NCSS) indicates that the onsite soils in the area of disturbance is Hudson and Rhinebeck silt loams. The Hudson soils are deep and moderately well drained formed in silt and clay deposits. The top layer is typically 5 inches thick being dark brown silt loam. The sublayer extends 28 inches being a yellowish brown silty clay on top and brown silty clay on the bottom. From 28 - 60 inches is grayish brown silty clay. Permeability is moderately slow in the surface layer and very slow in the sublayers. Depth to seasonal high groundwater is typically 1.5-2.0 feet below ground in early spring. Depth to rock is over 5 feet.

The Rhinebeck soils are deep and poorly drained formed in silt and clay deposits. The top layer is typically 8 inches thick being dark brown silt loam. The sublayer extends 36 inches being a light brown silty clay loam on top and dark brown silty clay loam on the bottom. From 36 - 62 inches is dark grayish brown silty clay loam. Permeability is moderately slow in the surface layer and very slow in the sublayers. Depth to seasonal high groundwater is typically 0.5-1.5 feet below ground in early spring. Depth to rock is over 5 feet. The above-identified soils are further classified by the Soils Conservation Service (SCS) depending on the soils type, into a hydrologic soil group. Depending upon the cover type and the hydrologic condition, the soil groups are assigned curve numbers that represent the storm water runoff condition. The following is a tabular summary of these

parameters for the soils component of the project site that will be developed with the proposed residence.

<u>Soil Name and Symbol</u>	<u>Hydrologic Group</u>	<u>Slope</u>
Hudson (HuE)	C/D	Steep
Rhinebeck (RhB)	C/D	3 - 8%

Hydrologic Group A/B soils have low runoff potential and high infiltration rates. Hydrologic Group C/D soils have high runoff potential and low infiltration rates

For the stormwater analysis we modeled the site as Hydrologic Type C Soils for the Pre and Post development conditions.

Proposed Improvements

The proposed improvements consists of completing the spoil area grading and vegetative cover over the 1.37 acre disturbance area. Approximately 8,800 cubic yards of clean spoil material is required to reshape the slope. Placement of the imported spoil material will be in 12" compacted lifts. A permanent stilling basin will be constructed at the bottom of the slope with a turf reinforced level earth berm spreader.

Project Basic SWPPP Plan Objective

The primary objective of the Basic SWPPP is to maintain water quality during the construction phase by implementing Best Management Practices (BMP) that have a proven record of preventing sedimentation associated with construction operations from leaving the project site. The planning of the Basic SWPPP has held as a prime objective the protection of water quality. After development, the surface water leaving the project site will be free of sediments. During construction, the disturbance of the site soils occurring during the construction operations results in altered grades and removal of vegetation which leads to greater runoff velocities and volumes in addition to the generation of sediment and soil erosion as a result from natural occurrences such as rainstorms and winds.

These potential impacts are mitigated during the construction phase by ensuring that:

- A. Erosion and Sediment Controls are in place as a first line of treatment during construction.
- B. That disturbed areas that advance to final grade are properly seeded in order to establish a vegetative layer, or are stabilized by other means in order to reduce the Erosion and Sediment generation.

Construction Management

Compliance with the Town's Grading Permit and the "New York State Standards and Specifications for Erosion and Sediment Control" requires a program that manages stormwater through ongoing careful review and monitoring of the project site. The narrative, which follows, explains techniques and measures employed to protect water quality during construction.

1. The Contractor will be responsible for:

- a. Delineating the disturbance limits in the field with erosion control barrier.
- b. Constructing and maintaining temporary erosion control features.
- c. Monitoring surface water quality during construction.
- d. Continual updating of the Basic SWPPP and field erosion control measures.

The Owner and principal Contractor will be responsible for informing all other contractors working on the project site of the conditions of the Grading Permit and ensure their compliance with this Basic SWPPP.

Construction Sequence Schedule

1. Obtain plan approval and all applicable permits.
2. Flag the work limits and property boundary for protection.
3. Hold pre-construction conference at least one week prior to starting construction with Town of Schodack Stormwater Office Personnel.
4. Install sediment fence as the first construction activity.
5. Delineate construction vehicles access routes.
6. Rough grade site, stockpile topsoil, install erosion protection around stockpile, excavate for building foundation and maintain sediment fence as needed.
7. Finish the slopes as soon as rough grading is complete. Leave the surface slightly roughened and vegetate and mulch immediately.
8. Complete final grading for parking area. Install topsoil in critical areas, and permanently vegetate, landscape, and mulch.
9. All erosion and sediment control practices will be inspected weekly and after rainfall events. Needed repairs will be made immediately.
10. Once minimum of 80% vegetation has been established on the disturbed areas, remove all temporary measures and install permanent vegetation on the disturbed areas.

Construction Process and Phasing

In order to minimize soil exposure, which affects the magnitude of the erosion and sedimentation potential, the site opened for earthwork operation will be only at those areas scheduled for imminent construction. The entire site will not be exposed and left un-worked. The site work will be divided into a series of phases that will commence with a phase composed of site clearing and will conclude with the seeding operations. During construction operations, the contractor will ensure that critical areas are protected by the guidelines presented herein. Furthermore, these guidelines will be reviewed daily and modifications will be implemented in anticipation of predicted weather conditions, soil handling issues, and as determined by the Contractor and reviewed by the Engineer.

Management of Construction Debris and Storage of Construction Materials

The project site will be managed in a neatly and established manner as discussed during the pre-construction meeting. The Contractor will establish dedicated locations for the storage of construction materials. Construction debris will be actively managed by disposal into dedicated waste containers. Field personnel will be instructed to carry any loose waste materials found and/or

generated at the site into the waste containers. The waste containers will be replaced or emptied upon reaching its filling limits.

Erosion and Sediment Control Features

Erosion and Sediment Control Facilities will be erected at the start of the construction process. While all erosion control measures begin as "temporary", some elements of these features remain in-place long term to continue the protection of the resource adjacent to the development project.

The Erosion and Sediment Control Measures to be employed are in accordance with the Best Management Practices as depicted in the manual "New York State Standards and Specifications for Erosion and Sediment Control" and are as follows:

- A. **Sediment Fence:** A sediment fence will be constructed around the topsoil stockpile and along the downstream side of the limits of disturbance to prevent sediment from exiting the site.
- B. **Temporary Sediment Trap:** A type 1 temporary sediment trap with a piped outlet will be installed at the base of the slope capturing sediment laden runoff from the slope via sheet flow. The sediment trap will allow heavy sediments to settle while dewatering the runoff through filter fabric and a crushed stone filter.
- C. **Surface Roughening:** The 3:1 cut slopes will be lightly roughened by disking just prior to vegetating, and the surface 4 to 6 inches of the 3:1 fill slopes will be left in a loose conditions and grooved on the contour.
- D. **Surface Stabilization:** The project site will rely primarily on vegetative stabilization for the vast majority of those areas susceptible to erosion. Areas that are persistent erosion problems will be specially treated to ameliorate sediment transport and organic soil loss.
- E. **Dust Control:** Should excessive dust be generated, it will be controlled by means of a sprinkler system designed to suppress the dust.

Erosion and Sediment Control Phasing

Phases of Construction Activities		
Phase of Construction	Description of Area	Approximate Area (Acres)
1	Install silt fence, temporary sediment trap and construction entrance.	1.4
2	Place spoil material on slope in 12" compacted lifts. Maintain erosion control devices as needed.	1.4
3	Fine grade and spread topsoil. Seed, mulch and water as needed. Reseed areas that have not achieved 80% growth, mow and water lawn areas, reseed bare areas as required.	1.4
6	Perform site clean-up, remove erosion control devices, mow lawn areas as required	NA
Total Area of Disturbance		1.4 +/-

Note: All idle areas of the site shall receive a minimum of 4-inches topsoil, seed & mulch. At no time shall disturbance to the site exceed 1.4 acres. Contractor shall water, mow and re-seed disturbed areas as required throughout the duration of the project.

Erosion and Sediment Maintenance

The following set of review guidance and criteria will be employed during erosion and sediment control maintenance. The supervision of this program in the field shall be performed by the Contractor:

- A. All erosion and sediment control practices will be checked for stability and operation following every runoff-producing rainfall but in no case less than once every week. Any needed repairs will be made immediately to maintain all practices as designed.
- B. Sediment will be removed from the sediment fence when it becomes about 12-inches deep at the fence. The sediment fence will be repaired as necessary to maintain its intended function.
- C. All seeded areas will be fertilized, re-seeded as necessary and mulched according to specifications in the vegetative plan to maintain a vigorous, dense vegetative cover.

Stormwater Management Engineering Analysis **Proposed Stormwater Management System**

This section presents and discusses the analysis and design of the Proposed Development Stormwater Management System. This analysis has calculated the Pre-development and Post-development runoff from the site and establishes the parameters for the Stormwater Management facilities and their discharge rates.

The stormwater analysis for this site, for pre and post development scenario, was performed utilizing the SCS-TR20 Method and was modeled with the Hydrocad Software package. The soils Curve Number (CN) presented in the soils section above were used in the modeling of the stormwater system and analysis.

Pre-Development Conditions – Watershed Analysis:

The 1.4 acre area of disturbance is identified as Subcatchment 1. Following is a detailed discussion of the subcatchment.

Pre-subcatchment No. 1

Pre-subcatchment #1 is approximately 1.4 acres in area consisting of clean imported fill material. The existing placed fill material soil does not have substantial vegetative cover and was modeled as Fallow, bare soil. The curve number for type C soils, Fallow bare soil is 91. Existing time of concentration is fast at 2.9 minutes.

The following Table 1 presents a summary of the analysis. In addition, Appendix B contains the detailed computer output for the analysis summarized in Table 1.

**Table 1
Pre Development Peak Runoff**

Storm Event	Pre Subcatchment #1 Q_{peak} (CFS)
10-year	8.32

Post-Development Conditions:

With the completion of placing imported fill, topsoil, seed and mulch the curve number for Post subcatchment 1 has decreased from 91 to 74. The addition of topsoil and a vegetative cover over the 1.4 acre area has increased the time of concentration from 2.9 minutes to 6.7 minutes.

Table 2 below presents the pre and post development analysis for the project site. In addition, Appendix C contains the detailed computer output for the analysis summarized in Table 2.

**Table 2
Presubcatchment 1 versus Post Subcatchment 1 Peak Runoff Comparison**

Storm Event	Pre Subcatchment #1 Q_{peak} (CFS)	Post Subcatchment #1 Q_{peak} (CFS)
10-year	8.32	4.23

The above post peak flows are less than the existing or precondition peak flows, therefore stormwater mitigation is not required.

SUMMARY

This Engineering Report has presented and outlined the analysis and design of the Stormwater Management System components for the proposed improvements at 1191 Brookview Station Road. The post-development stormwater drainage analysis has shown that the completion of placing fill material to the grades shown on the construction plans, installing topsoil, seeding and mulching the disturbed area will decrease the stormwater runoff existing the site.

Additionally, this Report has also presented the basic SWPPP that will be implemented at the project site to prevent and control the generation of erosion and sediments associated with the disturbance of ground surfaces during the construction process.

These systems, when constructed as designed, will function adequately and will not adversely affect downstream watercourses, structures or properties.

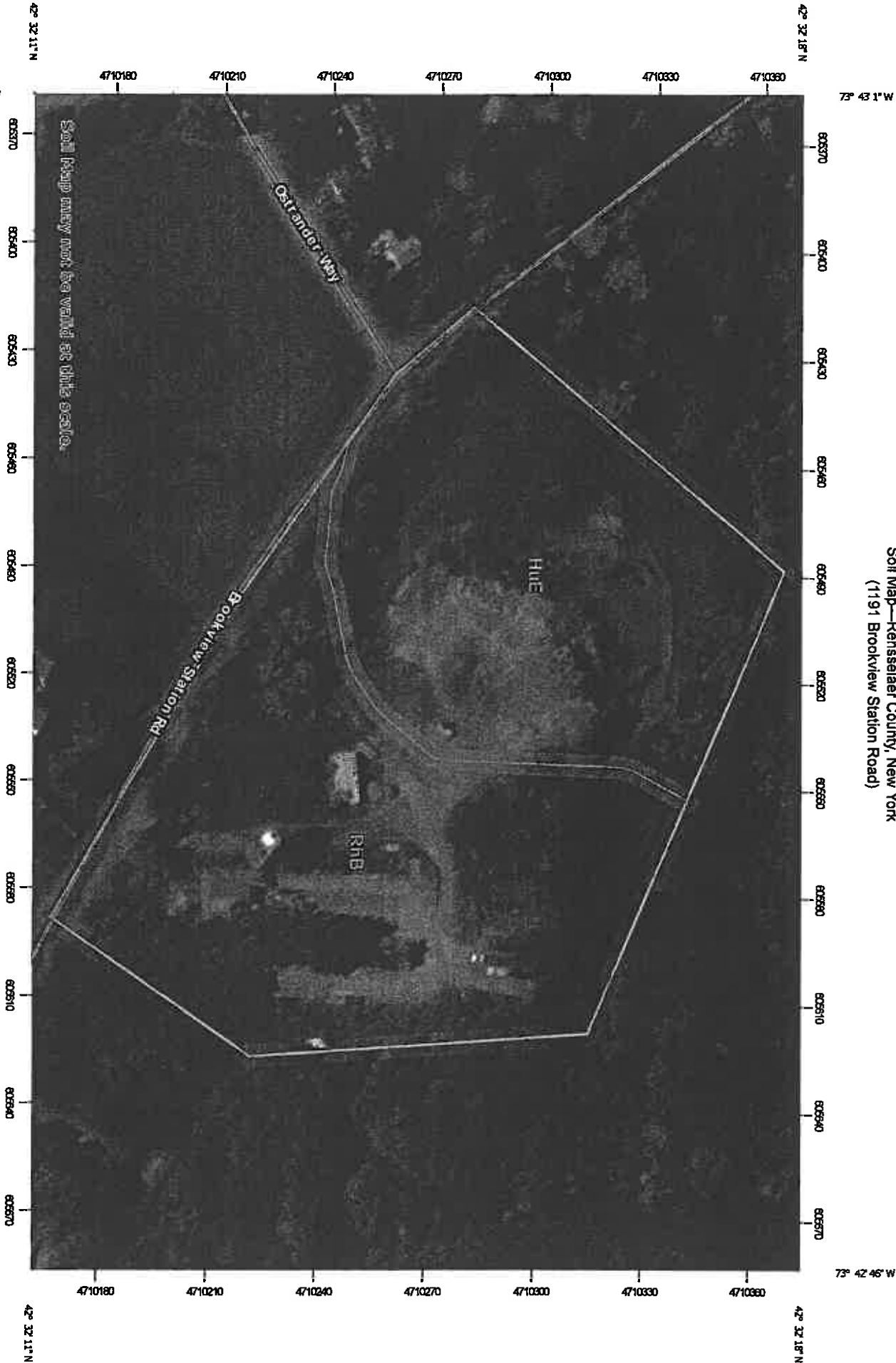
Respectfully submitted:

Advance Engineering & Surveying PLLC
Nicholas Costa, P.E.
N.Y.S. License No. 1074627

APPENDIX A

USDA Soils Map

Soil Map—Rensselaer County, New York
(1191 Brookview Station Road)



Soil Map may not be valid at this scale.

Map Scale: 1:1,500 ft printed on A landscape (11" x 8.5") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge UTM Zone 18N WGS84

MAP LEGEND

	Area of Interest (AOI)		Spoil Area
	Area of Interest (AOI)		Stony Spot
	Soils		Very Stony Spot
	Soil Map Unit Polygons		Wet Spot
	Soil Map Unit Lines		Other
	Soil Map Unit Points		Special Line Features
	Special Point Features		Water Features
	Blowout		Streams and Canals
	Borrow Pit		Transportation
	Clay Spot		Rails
	Closed Depression		Interstate Highways
	Gravel Pit		US Routes
	Gravelly Spot		Major Roads
	Landfill		Local Roads
	Lava Flow		Background
	Marsh or swamp		Aerial Photography
	Mine or Quarry		
	Miscellaneous Water		
	Perennial Water		
	Rock Outcrop		
	Saline Spot		
	Sandy Spot		
	Severely Eroded Spot		
	Sinkhole		
	Slide or Slip		
	Sodic Spot		

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:15,800.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Rensselaer County, New York

Survey Area Data: Version 15, Sep 3, 2018

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Mar 18, 2016—Oct 16, 2017

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
HuE	Hudson silt loam, steep	2.8	44.1%
RhB	Rhinebeck silt loam, 3 to 8 percent slopes	3.5	55.9%
Totals for Area of Interest		6.2	100.0%

Engineering Properties

This table gives the engineering classifications and the range of engineering properties for the layers of each soil in the survey area.

Hydrologic soil group is a group of soils having similar runoff potential under similar storm and cover conditions. The criteria for determining Hydrologic soil group is found in the National Engineering Handbook, Chapter 7 issued May 2007 (<http://directives.sc.egov.usda.gov/OpenNonWebContent.aspx?content=17757.wba>). Listing HSGs by soil map unit component and not by soil series is a new concept for the engineers. Past engineering references contained lists of HSGs by soil series. Soil series are continually being defined and redefined, and the list of soil series names changes so frequently as to make the task of maintaining a single national list virtually impossible. Therefore, the criteria is now used to calculate the HSG using the component soil properties and no such national series lists will be maintained. All such references are obsolete and their use should be discontinued. Soil properties that influence runoff potential are those that influence the minimum rate of infiltration for a bare soil after prolonged wetting and when not frozen. These properties are depth to a seasonal high water table, saturated hydraulic conductivity after prolonged wetting, and depth to a layer with a very slow water transmission rate. Changes in soil properties caused by land management or climate changes also cause the hydrologic soil group to change. The influence of ground cover is treated independently. There are four hydrologic soil groups, A, B, C, and D, and three dual groups, A/D, B/D, and C/D. In the dual groups, the first letter is for drained areas and the second letter is for undrained areas.

The four hydrologic soil groups are described in the following paragraphs:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

Depth to the upper and lower boundaries of each layer is indicated.

Texture is given in the standard terms used by the U.S. Department of Agriculture. These terms are defined according to percentages of sand, silt, and clay in the fraction of the soil that is less than 2 millimeters in diameter. "Loam," for example, is soil that is 7 to 27 percent clay, 28 to 50 percent silt, and less than 52 percent sand. If the content of particles coarser than sand is 15 percent or more, an appropriate modifier is added, for example, "gravelly."

Classification of the soils is determined according to the Unified soil classification system (ASTM, 2005) and the system adopted by the American Association of State Highway and Transportation Officials (AASHTO, 2004).

The Unified system classifies soils according to properties that affect their use as construction material. Soils are classified according to particle-size distribution of the fraction less than 3 inches in diameter and according to plasticity index, liquid limit, and organic matter content. Sandy and gravelly soils are identified as GW, GP, GM, GC, SW, SP, SM, and SC; silty and clayey soils as ML, CL, OL, MH, CH, and OH; and highly organic soils as PT. Soils exhibiting engineering properties of two groups can have a dual classification, for example, CL-ML.

The AASHTO system classifies soils according to those properties that affect roadway construction and maintenance. In this system, the fraction of a mineral soil that is less than 3 inches in diameter is classified in one of seven groups from A-1 through A-7 on the basis of particle-size distribution, liquid limit, and plasticity index. Soils in group A-1 are coarse grained and low in content of fines (silt and clay). At the other extreme, soils in group A-7 are fine grained. Highly organic soils are classified in group A-8 on the basis of visual inspection.

If laboratory data are available, the A-1, A-2, and A-7 groups are further classified as A-1-a, A-1-b, A-2-4, A-2-5, A-2-6, A-2-7, A-7-5, or A-7-6. As an additional refinement, the suitability of a soil as subgrade material can be indicated by a group index number. Group index numbers range from 0 for the best subgrade material to 20 or higher for the poorest.

Percentage of rock fragments larger than 10 inches in diameter and 3 to 10 inches in diameter are indicated as a percentage of the total soil on a dry-weight basis. The percentages are estimates determined mainly by converting volume percentage in the field to weight percentage. Three values are provided to identify the expected Low (L), Representative Value (R), and High (H).

Percentage (of soil particles) passing designated sieves is the percentage of the soil fraction less than 3 inches in diameter based on an oven-dry weight. The sieves, numbers 4, 10, 40, and 200 (USA Standard Series), have openings of 4.76, 2.00, 0.420, and 0.074 millimeters, respectively. Estimates are based on laboratory tests of soils sampled in the survey area and in nearby areas and on estimates made in the field. Three values are provided to identify the expected Low (L), Representative Value (R), and High (H).

Liquid limit and plasticity index (Atterberg limits) indicate the plasticity characteristics of a soil. The estimates are based on test data from the survey area or from nearby areas and on field examination. Three values are provided to identify the expected Low (L), Representative Value (R), and High (H).

References:

American Association of State Highway and Transportation Officials (AASHTO). 2004. Standard specifications for transportation materials and methods of sampling and testing. 24th edition.

American Society for Testing and Materials (ASTM). 2005. Standard classification of soils for engineering purposes. ASTM Standard D2487-00.

Report—Engineering Properties

Absence of an entry indicates that the data were not estimated. The asterisk "*" denotes the representative texture; other possible textures follow the dash. The criteria for determining the hydrologic soil group for individual soil components is found in the National Engineering Handbook, Chapter 7 issued May 2007 (<http://directives.sc.egov.usda.gov/OpenNonWebContent.aspx?content=17757.wba>). Three values are provided to identify the expected Low (L), Representative Value (R), and High (H).

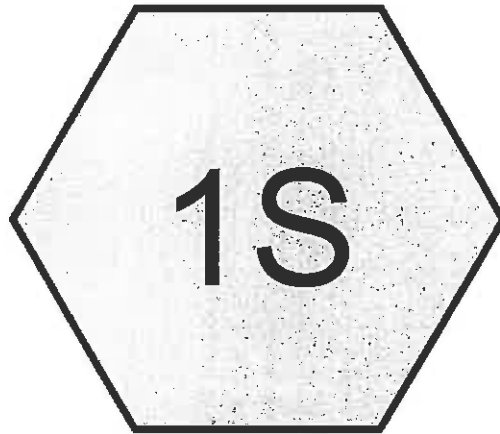
Engineering Properties—Rensselaer County, New York												
Map unit symbol and soil name	Pct. of map unit	Hydrologic group	Depth	USDA texture	Classification	Pct. Fragments >10 Inches	Pct. Fragments 3-10 Inches	Percentage passing sieve number—			Liquid limit	Plasticity index
								Unified	AAASHTO	4		
HuE—Hudson silt loam, steep			<i>In</i>			L-R-H	L-R-H	L-R-H	L-R-H	L-R-H	L-R-H	L-R-H
Hudson	80	C/D	0-8	Silt loam	CL, CL-ML, ML, OL	0-0-0	0-0-0	95-100-100	95-100-100	85-95-100	25-37-48	5-12-19
			8-16	Silty clay, silty clay loam	CH, CL	0-0-0	0-0-0	92-100-100	85-100-100	80-95-100	35-50-65	15-25-35
			16-28	Silty clay, silty clay loam	CH, CL	0-0-0	0-0-0	95-100-100	85-100-100	80-95-100	35-50-65	15-25-35
			28-60	Silty clay, silt loam, clay	CH, CL	0-0-0	0-0-0	95-100-100	85-100-100	80-95-100	35-50-65	15-25-35
RhB—Rhinebeck silt loam, 3 to 8 percent slopes												
Rhinebeck	85	C/D	0-8	Silt loam	CH, CL, MH, ML	0-0-0	0-0-0	92-100-100	85-100-100	70-95-100	30-43-55	10-18-25
			8-36	Silty clay loam, silty clay	CH, CL	0-0-0	0-0-0	92-100-100	85-100-100	75-95-100	30-43-55	15-23-30
			36-62	Silty clay loam, silty clay, clay	CH, CL	0-0-0	0-0-0	92-100-100	85-100-100	75-95-100	30-43-55	15-23-30

Data Source Information

Soil Survey Area: Rensselaer County, New York
Survey Area Data: Version 15, Sep 3, 2018

APPENDIX B

Pre-Development Conditions Analysis (Computer Output for the 10-Year Storm Event)



Existing Conditions



Existing Conditions

Type II 24-hr 10-year Rainfall=4.20"

Prepared by {enter your company name here}

Printed 4/12/2019

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Page 2

Summary for Subcatchment 1S: Existing Conditions

Runoff = 8.32 cfs @ 11.93 hrs, Volume= 0.374 af, Depth> 3.21"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-24.00 hrs, dt= 0.01 hrs
Type II 24-hr 10-year Rainfall=4.20"

Area (ac)	CN	Description
1.400	91	Fallow, bare soil, HSG C
1.400		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
2.4	100	0.0900	0.70		Sheet Flow, Fallow n= 0.050 P2= 2.80"
0.1	20	0.0900	3.00		Shallow Concentrated Flow, Nearly Bare & Untilled Kv= 10.0 fps
0.4	120	0.2000	4.47		Shallow Concentrated Flow, Nearly Bare & Untilled Kv= 10.0 fps
2.9	240	Total			

APPENDIX C

Post Development Conditions Analysis (Computer Output for the 10-Year Storm Event)



Proposed Conditions



Routing Diagram for Proposed Conditions
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Proposed Conditions

Type II 24-hr 10-year Rainfall=4.20"

Prepared by {enter your company name here}

Printed 4/12/2019

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Page 2

Summary for Subcatchment 1S: Proposed Conditions

Runoff = 4.23 cfs @ 11.98 hrs, Volume= 0.203 af, Depth> 1.74"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-24.00 hrs, dt= 0.03 hrs
Type II 24-hr 10-year Rainfall=4.20"

Area (ac)	CN	Description
1.400	74	>75% Grass cover, Good, HSG C
1.400		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0	100	0.0800	0.28		Sheet Flow, Grass: Short n= 0.150 P2= 2.80"
0.3	40	0.0800	1.98		Shallow Concentrated Flow, Short Grass Pasture Kv= 7.0 fps
0.4	100	0.3300	4.02		Shallow Concentrated Flow, Short Grass Pasture Kv= 7.0 fps
6.7	240	Total			

APPENDIX D

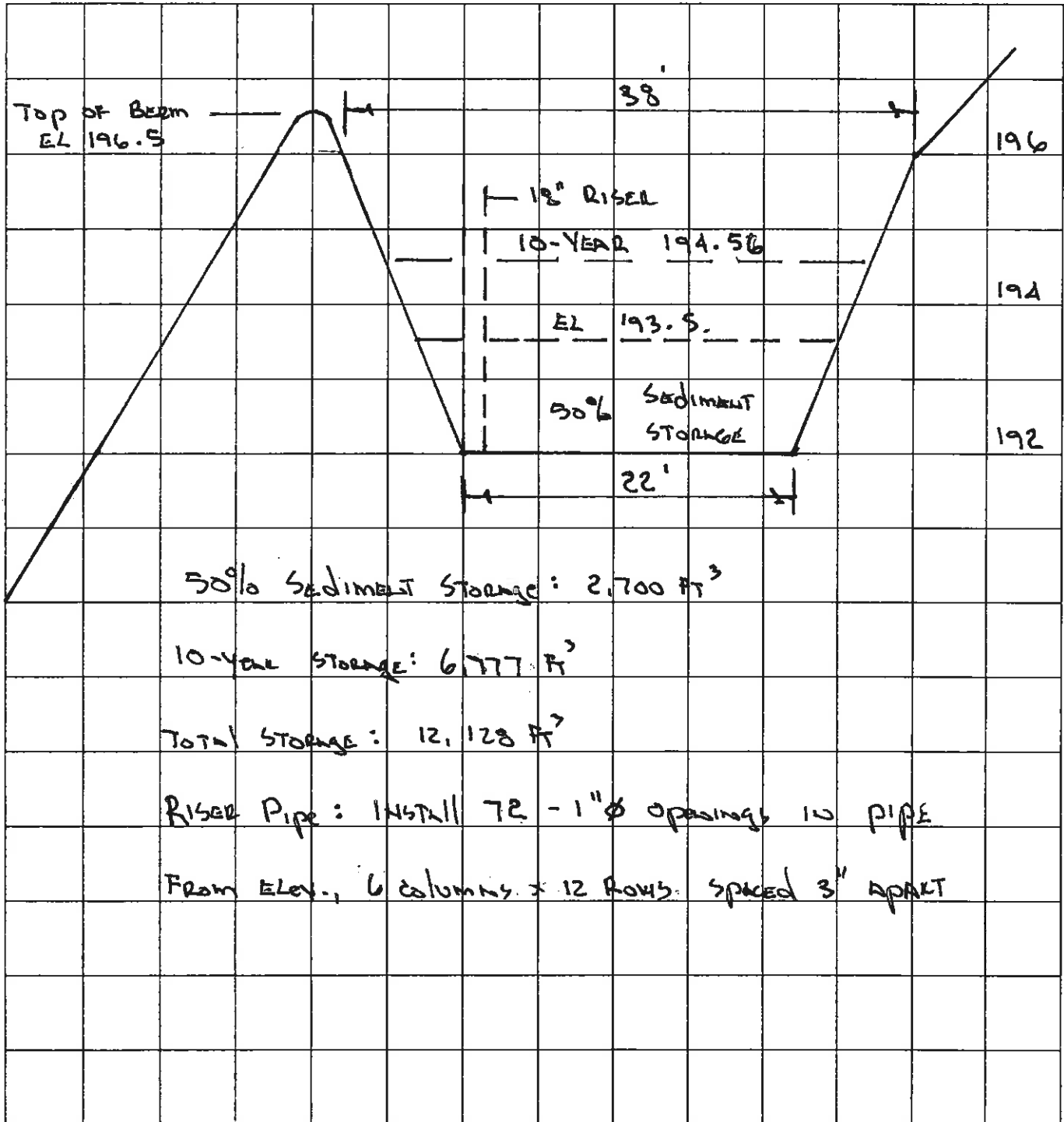
Temporary Sediment Trap Calculations

Advance Engineering & Surveying, PLLC

Consulting in: Civil & Environmental Engineering • Land Surveying • Land Development
11 Herbert Drive Phone: (518) 698-3372
Latham, N.Y. 12110 Fax: (518) xxx-xxxx

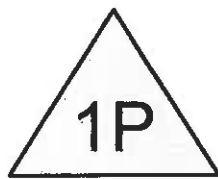
www.advanceengineering.com

Nicholas Costa, PE &
John P. Petrucco, LS

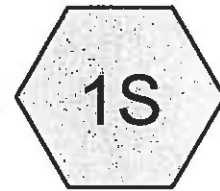


Temporary Sediment Trap Table

Trap Type	Type of Outlet	Drainage Area (Acres)	Required Storage Volume (Ft ³)	Bottom of Trap Elevation (Ft)	Length x Width (Ft)	Top of Trap Elevation (Ft)	Length X Width (Ft)	Barrel Diameter (Inches)	Riser Diameter (Inches)	Outlet Elevation (Ft)
I	Piped	1.50	5,400	192	22 x 92	196	38 x 108	15	18	192.0



Sediment Trap



Existing Conditions



Routing Diagram for Sediment Trap

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Sediment Trap

Type II 24-hr 10-year Rainfall=4.20"

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Page 2

Summary for Subcatchment 1S: Existing Conditions

Runoff = 8.32 cfs @ 11.93 hrs, Volume= 0.374 af, Depth> 3.21"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-24.00 hrs, dt= 0.01 hrs
Type II 24-hr 10-year Rainfall=4.20"

Area (ac)	CN	Description
1.400	91	Fallow, bare soil, HSG C
1.400		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
2.4	100	0.0900	0.70		Sheet Flow, Fallow n= 0.050 P2= 2.80"
0.1	20	0.0900	3.00		Shallow Concentrated Flow, Nearly Bare & Untilled Kv= 10.0 fps
0.4	120	0.2000	4.47		Shallow Concentrated Flow, Nearly Bare & Untilled Kv= 10.0 fps
2.9	240	Total			

Summary for Pond 1P: Sediment Trap

Inflow Area = 1.400 ac, 0.00% Impervious, Inflow Depth > 3.21" for 10-year event
 Inflow = 8.32 cfs @ 11.93 hrs, Volume= 0.374 af
 Outflow = 1.80 cfs @ 12.04 hrs, Volume= 0.363 af, Atten= 78%, Lag= 6.6 min
 Primary = 1.80 cfs @ 12.04 hrs, Volume= 0.363 af

Routing by Stor-Ind method, Time Span= 0.00-24.00 hrs, dt= 0.01 hrs
 Peak Elev= 194.56' @ 12.04 hrs Surf.Area= 3,307 sf Storage= 6,777 cf

Plug-Flow detention time= 79.0 min calculated for 0.363 af (97% of inflow)
 Center-of-Mass det. time= 60.7 min (847.0 - 786.3)

Volume	Invert	Avail.Storage	Storage Description
#1	192.00'	12,128 cf	Custom Stage Data (Prismatic) Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
192.00	2,024	0	0
194.00	3,000	5,024	5,024
196.00	4,104	7,104	12,128

Device	Routing	Invert	Outlet Devices
#1	Primary	192.00'	15.0" Round Culvert L= 20.0' CPP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 192.00' / 191.60' S= 0.0200 '/ Cc= 0.900 n= 0.012, Flow Area= 1.23 sf
#2	Device 1	192.00'	1.0" Vert. Orifice X 6.00 columns X 12 rows with 3.0" cc spacing C= 0.600

Sediment Trap

Type II 24-hr 10-year Rainfall=4.20"

Prepared by {enter your company name here}

Printed 4/12/2019

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Page 3

#3 Device 1 195.50' 18.0" Horiz. Orifice C= 0.600 Limited to weir flow at low heads

Primary OutFlow Max=1.80 cfs @ 12.04 hrs HW=194.56' (Free Discharge)

1=Culvert (Passes 1.80 cfs of 8.21 cfs potential flow)

2=Orifice (Orifice Controls 1.80 cfs @ 5.14 fps)

3=Orifice (Controls 0.00 cfs)

APPENDIX E

TOWN OF SCHODACK
Tax Map #199.00

File: 19046 Basic Swppp



TOWN OF SCHODACK
RENSSELAER COUNTY, NEW YORK

DATE OF MAP: 11/15/2011
DATE OF REVISION: 11/15/2011

SCALE: 1" = 100'

© 1978-2011 COUNTY OF RENSSELAER, N.Y.

199.00

NO.	DATE	DESCRIPTION	BY
1	11/15/2011	INITIAL MAP	...
2
3
4
5
6
7
8
9
10

REAL PROPERTY MAP
THE USE OF THIS MAP IS FOR TAX PURPOSES ONLY.
REVISIONS TO THIS MAP WILL BE MADE AS NECESSARY TO REFLECT CHANGES IN THE REAL ESTATE RECORDS OF RENSSELAER COUNTY, NEW YORK.

PARTICIPATING ADDENDUM
NASPO ValuePoint (formerly known as WSCA)
WIRELESS SERVICES 2012-2019
Administered by the State of Nevada (hereinafter "Lead State")

MASTER PRICE AGREEMENT
Cellco Partnership d/b/a Verizon Wireless
Contract Number: 1907
(hereinafter "Contractor")

And

Participating Entity Name: Town of Schodack
(hereinafter "Participating Entity")

1. Scope: Verizon Wireless ("Contractor") and the State of Nevada, for itself and on behalf of the NASPO ValuePoint ("NASPO ValuePoint, also formerly known as "WSCA" and/or "Customer"), have entered into a Master Service Agreement #1907 ("Contract") with an effective date beginning on April 10, 2012. This addendum covers the WIRELESS SERVICES for use by state agencies and other eligible entities authorized by that state's statutes to utilize **state/entity** contracts.

2. Participation: Use of specific **NASPO ValuePoint** cooperative contracts by agencies, political subdivisions and other entities (including cooperatives and non-profits) authorized by an individual state's statutes to use **state/entity** contracts are subject to the acknowledgement of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. Pursuant to NASPO ValuePoint rules and policies, entities in those states without a State PA to the Master Contract are eligible to participate in this contract, to the extent permitted by their state and local procurement laws and regulations.

INDIVIDUAL CUSTOMER: Each State agency, political subdivision or other entity acting as a Participating Entity, that purchases products/services will be treated as if it was an Individual Customer. Except to the extent modified by this Participating Addendum, each agency, political subdivision or other entity will be responsible for compliance with the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency, political subdivision or other entity will be responsible for its own charges, fees, and liabilities. Each agency, political subdivision or other entity will have the same rights to any indemnity or to recover any costs allowed in the contract for its purchases. The Contractor will apply the charges to each Participating Entity individually.

The Individual Customer agrees to the terms and conditions of the Contract including the disclosure of limited account information as part of the contractual reporting requirements to NASPO ValuePoint and/or the Participating Entity for purposes of monitoring the contract and calculating the administrative fees. .

3. Intentionally Omitted.

4. Lease Agreements: NONE

5. Primary Contacts: The primary contact individual for this participating addendum are as follows (or their named successors):

Lead State

Lead State Name	State of Nevada
Contact	Teri Becker, Purchasing Officer
Street Address	515 E. Musser St, Suite 300
City, State, & Zip	Carson City, NV 89701
Telephone	775-684-0178
E-mail	tbecker@admin.nv.gov

Contractor

Contractor Name	Cellco Partnership d/b/a Verizon Wireless
Contact	Doug Robertson, Senior Manager- Contract Management
Street Address	15505 Sand Canyon Ave, Attn: Doug Robertson
City, State, & Zip	Irvine, CA 92618
Telephone	(949) 246-8700
E-mail	Doug.Robertson@vzw.com

Participating Entity

Participating Entity Name	XX <i>Town of Schodack</i>
Contact	Click here to enter text. <i>David B Harris or Deb Curtis</i>
Street Address	Click here to enter text. <i>265 Schumann Rd</i>
City, State, & Zip	Click here to enter text. <i>Captoton, Hudson NY 12033</i>
Telephone	Click here to enter text. <i>518 477-7918</i>
E-mail	Click here to enter text. <i>David.B.Harris@schodack.org debcurtis@schodack.org</i>

6. Subcontractors: NONE

7. Purchase Order Instructions:

All Purchasing Entities issuing valid Purchase Orders will be bound by the terms and conditions of the NASPO ValuePoint Master Agreement including, without limitation, the obligation to pay Contractor for Service and Equipment provided. The parties acknowledge and agree that orders submitted to Contractor from a Purchasing Entity through the Purchasing Entity's Business Procurement Card are authorized Purchase Orders under the NASPO ValuePoint Master Agreement.

8. Price Agreement Number:

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: [N/A] and the Lead State price agreement number: 1907.

9. Compliance with reporting requirements of the “American Recovery and Reinvestment Act of 2009” (“ARRA”): If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol. 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

10. No Reselling: This Contract specifically authorizes the purchase of Wireless Services and Equipment only by Participating Entities ("Entity and Customer"), as described herein. Entities may not resell Wireless Services or Equipment purchased under this Contract to any third party, including its agents, contractors or contract employees, members or franchisees, parent or affiliate, except upon written agreement between the parties. Entity shall be the customer of record for purchases made under this Contract, and may not modify the price for the product and services utilized by its Government Subscribers.

11. Entire Agreement: This Participating Addendum and the Master Price Agreement number 1907 (administered by the State of Nevada) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

Purposely Left Blank

The undersigned represents and warrants that he/she has the power and authority to execute this PA, bind the respective Participating Entity, and that the execution and performance of this PA has been duly authorized by all necessary parties

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: Town of Schodack	Contractor: Cellco Partnership d/b/a Verizon Wireless
Authorized Signature:	Authorized Signature:
Name: David B. Harris	Name: Todd Loccisano
Title: Town Supervisor	Title: Executive Director, Enterprise and Government Contracts
Date:	Date:

[Additional signatures as required by Participating State]



2019-194

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT (this "Easement), dated as of this 20th day of May, 2019, by and between 1560 Skyline Drive, LLC, a New York limited liability company and Hartland Associates, Inc., a New York corporation (collectively, "Grantor"), and the Town of Schodack, a municipal corporation ("Grantee"). Grantor and Grantee are sometimes referred to herein individually, as a "Party" and collectively, as the "Parties."

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of certain real property located at 2670 Phillips Road, in the Towns of Schodack and East Greenbush, County of Rensselaer and State of New York (Tax Map Number 177.0-8-1.111 and 177.-5-22) consisting of approximately 107 acres (the "Property"), as more fully described in Schedule A attached hereto;

WHEREAS, Grantor has submitted, among other things, an application for site plan approval from Grantee to construct and operate a 700kW solar photovoltaic array (the "Solar Array") on a portion of the Property;

WHEREAS, Grantor agrees to keep that portion of the Property described in Exhibit B attached hereto (the "Easement Area"), free from development and new structures (the "Easement"), except as expressly contemplated herein, from the date hereof through and until the date when the Solar Array has been decommissioned and its above ground components removed from the Property (the "Solar Array Existence Period");

NOW, THEREFORE, in consideration of the premises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Grant of Conservation Easement.** Grantor does hereby grant and convey unto Grantee and its successors and assigns, an easement over the Easement Area during the Solar Array Existence Period to the extent described in this Easement.

2. **Purpose.** It is the purpose of this Easement to assure that the Easement Area will be retained in its general current state (the "Current State") during the Solar Array Existence Period, except to the extent contemplated by that certain site plan of Hart Engineering, dated December 2017 and last revised July 2, 2018, as approved by the Town of Schodack Planning Board on September 17, 2018 (the "Approved Site Plan"). Grantor intends that this Easement will limit and confine the use of the Easement Area during the Solar Array Existence Period.

3. **Rights of Grantee.** To accomplish the purpose of the Easement, the following rights are conveyed to Grantee by this Easement:

(a) To preserve and protect the Current State of the Easement Area during the Solar Array Existence Period;

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MAY 22 2019

TOWN OF SCHODACK
PLANNING & ZONING

(b) To enter upon the Easement Area at reasonable times during the Solar Array Existence Period in order to monitor Grantor's compliance with this Easement and otherwise enforce its terms, provided that such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property; and

(c) To prevent any activity on or use of the Easement Area during the Solar Array Existence Period that is inconsistent with the purposes of this Easement and to require the restoration of such areas or features of the Easement Area that may be damaged by any inconsistent activity or use.

4. Grantor's Reserved Rights and Responsibilities. Grantor reserves to itself, and to Grantor's successors in interest to the Property, all rights accruing from Grantor's ownership of the Property generally and the Easement Area specifically, except as provided by the restrictions and covenants set forth in this Easement. Grantor's reserved rights include, without limitation, the right to engage in or permit or invite others to engage in all uses of the Property generally and the Easement Area specifically that are not expressly prohibited in this Easement and are not inconsistent with the purpose of this Easement, the right of exclusive use, possession and enjoyment of the Property generally and the Easement Area specifically, and the right to sell, transfer, lease, mortgage or otherwise encumber the Property, including the Easement Area, as well as the right to exclude any member of the public from trespassing on the Property, including the Easement Area.

5. Improvements. Within the Easement Area, Grantor may maintain, repair, remove, relocate or replace any improvement in the same location as they exist on the date of this Easement or as they are contemplated to be constructed per the Approved Site Plan (collectively, the "Improvements"), without notice to or approval from Grantee.

6. Maintenance of Current State of Easement Area and the Improvements. Grantor shall be permitted to enter upon the Easement Area in order to maintain the current general condition of the same, together with the Improvements, throughout the Solar Array Existence Period. Such right includes the right to maintain the current landscape conditions of the Easement Area, together with the Improvements, including the pruning and removal of trees to maintain the existing level of solar insulation on the portion of the Property which is improved by the Solar Array.

7. Limitation of Development Rights. Except as reserved to Grantor in this Easement and as expressly contemplated to be reinstated following the Solar Array Expiration Period, by Grantor's execution of this Easement, Grantor agrees that relevant development rights appurtenant to the Easement Area are suspended during the period of the Solar Array Existence Period, and the relevant suspended portion of Grantor's development rights may not be used with respect to the Easement Area during the Solar Array Existence Period.

8. Notice of Intention to Undertake Other Actions. In order to preserve the Easement Area, Grantor shall not perform any activity on, or alter, the Easement Area in a manner inconsistent with the terms and conditions of this Easement, with prior notice to and approval of Grantee. Whenever notice is required, Grantor shall notify Grantee in writing not less than ten (10) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the terms and purpose of this Easement.

9. Grantee's Approval. Where Grantee's approval is required before Grantor can commence certain activities, Grantee shall grant or withhold its approval in writing within ten (10) days of receipt of Grantor's written request therefore. Grantee may, in granting any such approval, condition such approval on the compliance by Grantor with any conditions or modifications Grantee deems necessary to ensure that the proposed action will be consistent with the terms and purpose of this Easement. Grantee's approval may be withheld only upon a determination by Grantee, that the action as proposed would be inconsistent with the terms and purpose of this Easement.

10. Written Notice and Approval Requests and Responses. Any notice or approval request required or desired to be given under this Easement by Grantor, and any subsequent response from Grantee, shall be in writing and shall be given pursuant to the notices and approval provisions hereof.

11. Grantee's Remedies. If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Easement Area resulting from any use or activity inconsistent with the terms or purpose of this Easement, to restore the portion of the Easement Area so injured. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a (30) day period, fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement and to require the restoration of the Easement Area to the condition that existed prior to any such injury. Grantee's rights under this Section apply equally in the event of either actual or threatened violations of the terms of this Easement. Grantor agrees that any application for injunctive relief may be in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Section shall be cumulative and include all remedies now or hereafter existing at law or in equity.

12. Costs of Enforcement. Any costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including costs of suit and attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement, shall be borne by Grantor, and Grantee may have judgment for same from a court of competent jurisdiction. In any case, when a court finds that a violation against the terms of this Easement has occurred, Grantor shall reimburse Grantee for all its' expenses incurred in stopping and correcting the violation, including but not limited to, reasonable attorney's fees.

13. Grantee's Discretion. Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee in exercising its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same of any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall be construed as a waiver.

14. Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Easement Area resulting from causes beyond Grantor's control, including fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Easement Area resulting from such causes.

15. Amendment. This Easement may be amended only upon the written consent of Grantee and the then current record owner of the Property.

16. No Right of Public Access. No right of access by the general public to any portion of the Property generally or the Easement Area specifically is conveyed by this Easement.

17. Costs and Liabilities of Property Ownership. Grantor retains all responsibilities, and shall bear all costs and liabilities of any kind, related to Grantor's ownership of the Property generally and the Easement Area specifically. Grantee has no obligations whatsoever express or implied, relating to the use, maintenance or operation of the Easement Area. Grantee's exercise of, or failure to exercise, any right conferred by this Easement shall not be deemed to be management or control of the activities on the Easement Area. Other than as specified herein, this Easement is not intended to impose any legal or other responsibility on Grantee, or in any way to affect any obligation of Grantor as owner of the Property generally and the Easement Area specifically, including, but not limited to, the following:

(a) Grantor shall be solely responsible for payment of all taxes and assessments levied against the Property generally and the Easement Area specifically; and

(b) Grantor shall be solely responsible for the upkeep and maintenance of the Easement Area. Grantee shall have no obligation for the upkeep or maintenance of the Easement Area.

18. Hold Harmless. Grantor shall hold harmless, indemnify and defend Grantee, and its officers, employees, agents and contractors, together with the heirs, successors and assigns of each of them (collectively, the "Grantee Indemnified Parties"), from and against all liabilities, injuries, penalties, costs, losses, damages, expenses, causes of action, claims, demands or judgments, including attorneys' fees, arising from or in any way connected with: (a) injury to or death of any person, physical damage to any property, resulting from any act, omission, condition or other matter related to or occurring on or about the Easement Area, regardless of cause, unless due to the negligence or willful misconduct of any of the Grantee Indemnified Parties; (b) any release of hazardous substances on the Easement Area; and (c) the existence or administration of this Easement, including any actions taken by Grantee pursuant to "Grantee's Remedies." Notwithstanding the foregoing, the Grantee agrees to release, hold harmless and indemnify Grantor and, if applicable, Grantor's members, directors, officers, employees, agents and contractors, together with the heirs, successors and assigns of each of them, from any and all liabilities, including but not limited to, injury, losses, damages, judgments, costs, expenses, and fees that they may suffer or incur as a result of or arising out of the activities of Grantee on the Easement Area.

19. Termination of Suspension. Immediately following the end of the Solar Array Existence Period, the rights of Grantee in relation to the Easement Area as contemplated by this Easement shall immediately terminate without any affirmative act or action of Grantee. Grantee

shall at the request of Grantor, execute evidence of the termination and expiration of this Easement at any time following the end of the Solar Array Existence Period.

20. Notices. Any notice, demand, request, consent, approval or communication that either Party desires or is required to give to the other shall be in writing and either served personally or sent by certified mail (return receipt requested), postage prepaid, or by overnight mail or overnight courier service which provides receipt of delivery, addressed as follows:

To Grantor: Hartland Associates, Inc.
2 Cooper Avenue
Rensselaer, NY 12144

To Grantee: Town of Schodack
265 Schuurman Road
Castleton, NY 12033

or to such other address as either Party from time to time shall designate by written notice to the other in accordance herewith. Any Party can change the address to which notices are to be sent by giving notice pursuant to this Section.

21. General Provisions.

(a) Controlling Law. The interpretation and performance of this Easement shall be governed by, and construed in accordance with, the laws of the State of New York.

(b) Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Easement, or the application thereof, shall not be affected thereby and the remaining provisions of this Easement shall remain in full force and effect.

(c) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings and agreements relating to the Easement, all of which are merged herein.

(d) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

(e) Successors. The covenants, terms, conditions and restrictions of this Easement shall run with the land and shall be binding upon, and inure to the benefit of, the Parties and their respective heirs, successors and assigns.

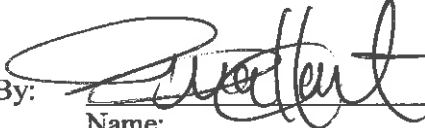
(f) Captions. The captions in this Easement have been inserted solely for convenience of reference and shall have no effect upon construction or interpretation.

[Signature Page to Follow]

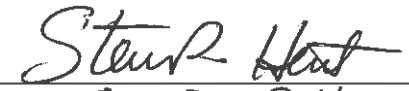
IN WITNESS WHEREOF, each Party has executed, or caused to be executed by a duly authorized individual, this Easement as of the date first set forth above.

GRANTOR:

1560 SKYLINE DRIVE, LLC

By:  _____
Name:
Title:

HARTLAND ASSOCIATES, INC.

By:  _____
Name: STEVEN P. HART
Title: PRES -

GRANTEE:

TOWN OF SCHODACK

By: _____
Name:
Title:

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

On the 21 day of MAY in the year 2019, before me, the undersigned, a notary public in and for said state, personally appeared BRIAN MARY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

PHILIP MALONE
01MA6358666

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

On the 21 day of MAY in the year 2019, before me, the undersigned, a notary public in and for said state, personally appeared STEVE HART, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

PHILIP MALONE
01MA6358666

Schedule A

Legal Description of Property



SANTO ASSOCIATES

LAND SURVEYING AND ENGINEERING, P.C.



PRINCIPALS

SALVATORE R. SANTONASTASO, L.S.
ANDREW C. SCHAUFFERT, L.S.*
ELLIOTT FISHMAN, P.E.*
ALTON P. MACDONALD, JR., L.S.

* ALSO LICENSED IN VERMONT

PROPOSED LEGAL DESCRIPTION LOT #1 – JOSEPH BOVE SUBDIVISION (Prepared 01/23/16)

All that piece or parcel of land situate, lying and being in the Towns of East Greenbush and Schodack, County of Rensselaer and State of New York, being designated as Lot #1 on a subdivision map entitled "Survey Map Showing Proposed Subdivision of Lands of Joseph Bove at 2670 Phillips Road, Castleton, NY 12033", dated November 24, 2015 by Santo Associates Land Surveying and Engineering, P.C., last revised on December 11, 2015 and recorded in the Rensselaer County Clerk's Office on 1/27/16 as Map number 2016011, said parcel being bounded and described as follows:

Beginning at a point in the Town of East Greenbush at the intersection of the centerline of Phillips Road with the centerline of Hays Road and running thence along said centerline of Hays Road the following two courses:

N 86° 11' 23" E 100.50'; and

N 79° 30' 45" E 193.24' to a point at the northwest corner of lands now or

formerly of Gary W. Ogle and Lydia E. Ogle; running thence along the bounds of said lands now or formerly of Ogle the following three courses:

S 03° 39' 58" W 28.38' to a point marked by an iron pipe;

S 03° 39' 58" W 179.22' to a point marked by an iron pipe; and

S 76° 06' 55" E 139.27' to a point marked by an iron pipe in a wire fence line on

the west bounds of lands now or formerly of Timothy Doherty and Dawn C. Doherty; running thence said west bounds of lands now or formerly of Doherty and generally along said wire fence

S 17° 45' 14" W 517.48' to a point marked by a capped iron pin at a wire fence

corner; running thence along the south bounds of said lands now or formerly of Doherty and thence the south bounds of lands now or formerly of Robert K. Jucha and Heather Jucha and generally along said wire fence

S 65° 59' 27" E 827.39' to a point marked by a capped iron pin in a wire fence

line on the west bounds of the "Krisss Subdivision"; running thence along said west bounds of the "Krisss Subdivision" and generally along a wire fence the following four courses:

S 24° 19' 42" W 174.16';

S 10° 50' 33" W 226.60';

S 15° 50' 03" W 132.76' crossing into the Town of Schodack; and

S 04° 07' 25" E 263.57' to a point in said wire fence at the northwest corner of

lands now or formerly of Curtis Lumber Company, Inc.; running thence along the west bounds of said

lands now or formerly of Curtis Lumber Company, Inc. and generally along a wire fence the following four courses:

S 10° 28' 26" W 141.04';

S 18° 55' 41" W 256.40';

S 06° 33' 58" E 157.48'; and

CATSKILL OFFICE

340 MAIN STREET ♦ P.O. BOX 405
CATSKILL, NEW YORK 12414
PHONE: (518) 943-5140 ♦ FAX: (518) 943-5689

CLIFTON PARK OFFICE

1 BARNEY ROAD ♦ SUITE 109
CLIFTON PARK, NEW YORK 12065
PHONE: (518) 383-8001 ♦ FAX: (518) 383-6026

proposed legal description
Lot #1 Joseph Bove subdivision
01/23/16 – page 2

S 14° 25' 45" W 92.21' to a point in said wire fence at the northeast corner of lands now or formerly of Elmbrook Limited Partnership; running thence along the north bounds of said lands now or formerly of Elmbrook Limited Partnership and generally along a wire fence the following three courses:

S 71° 30' 19" W 451.68';
N 87° 01' 22" W 800.18'; and
S 82° 43' 38" W 233.00' to a point at the northeast corner of lands now or

formerly of Toby J. Goodall; running thence along the north bounds of said lands now or formerly of Goodall the following three courses:

N 75° 10' 58" W 99.73';
N 89° 45' 45" W 341.53' to a point marked by a capped iron pin; and
N 89° 45' 45" W 25.00' to a point in the center of the aforementioned Phillips

Road; running thence along said centerline of Phillips Road the following four courses:

N 22° 53' 36" E 124.30';
N 30° 06' 21" E 117.10';
N 28° 51' 24" E 246.16'; and
N 21° 58' 01" E 46.35' to a point at the northeast corner of lands now or

formerly of the People of the State of New York; running thence along the north bounds of said lands now or formerly of the People of the State of New York the following two courses:

N 73° 23' 04" W 25.42' to an iron pipe; and
N 73° 23' 04" W 489.00' to a point marked by a capped iron pin at a corner of

Lot #2 of the Joseph Bove subdivision; running thence through lands of Bove and along the north bounds of said Lot #2

N 73° 23' 04" W 453.35' to a point on the east bounds of a 100 foot wide strip of land now or formerly of National Grid; running thence along said east bounds of lands now or formerly of National Grid

N 21° 23' 36" E 1311.31' crossing back into the Town of East Greenbush to a point on the south bounds of lands now or formerly of David M. Flagg; running thence along said south bounds of lands now or formerly of Flagg the following three courses:

S 78° 11' 05" E 285.69' to a point marked by a capped iron pin;
S 72° 16' 39" E 297.00' to a point marked by a capped iron pin; and
N 69° 13' 21" E 142.00' to a point marked by a capped iron pin on the west

bounds of lands now or formerly of Gary Wolfe and Karen Flynn Wolfe; running thence along the bounds of said lands now or formerly of Wolfe the following two courses:

S 25° 13' 33" W 80.34' to a point marked by a capped iron pin; and
S 25° 13' 33" W 55.00' to a point in the center of a small stream; running

thence in an easterly direction upstream along the centerline of said small stream, being the south bounds of said lands now or formerly of Wolfe, 383 feet, more or less, to a point marked by a railroad spike set in the centerline of the aforementioned Phillips Road; running thence along said centerline of Phillips Road

N 26° 46' 28" E 808.80' to the point and place of beginning.
Containing 103.679 acres of land.

Also, a second parcel of land lying in both East Greenbush and Schodack on the west side of the aforementioned 100' wide strip of land now or formerly of National Grid, said parcel being bounded and described as follows:

Beginning at a point in the Town of Schodack marked by a capped iron pin on the west bounds of lands now or formerly of National Grid distant 100.00 feet on a course of N73°23'04"W perpendicular to said bounds from a point marked by a capped iron pin at the southwest corner of the above-described parcel; running thence through lands of Bove and along the east bounds of Lot #2

proposed legal description
Lot #1 Joseph Bove subdivision
01/23/16 – page 3

N 11° 48' 09" E 513.35' to a point at a wire fence corner at the southeast corner of other lands of Joseph Bove; running thence along the east bounds of said other lands of Bove and generally along a wire fence the following three courses:

N 13° 11' 31" E 45.50';

N 04° 18' 34" E 148.50' crossing into the Town of East Greenbush; and

N 17° 43' 34" E 333.30' to a point; thence continuing along the east bounds of said other lands of Bove

N 15° 18' 34" E 247.50' to a point on the south bounds of the aforementioned lands now or formerly of David M. Flagg; running thence along said south bounds of lands now or formerly of Flagg

S 78° 11' 05" E 185.79' to a point on the west bounds of the aforementioned 100 foot wide strip of land now or formerly of National Grid; running thence along said west bounds of lands now or formerly of National Grid

S 21° 23' 36" W 1302.79' crossing back into the Town of Schodack to the point and place of beginning.

Containing 3.102 acres of land.

The herein-described Lot #1 containing a total of 106.781 acres of land.

Schedule B

Legal Description of Easement Area

**Proposed Lease Parcel /Conservation Easement
to
Pheasant Hollow Solar, LLC**

Beginning at a point in the division line between lands now or formerly of Hartland Associates Inc. on the north and lands now or formerly of Joseph Bove on the south, said point being N 73°23'04" W, 542.28 feet from the center line of Phillips Road; thence in a westerly direction along the first mentioned division line N 73°23'04" W, 425.49 feet to a point in the division line between lands on the west now or formerly of National Grid and lands on the east the herein described parcel; thence northerly N 21°23'36" E along the last mentioned division line 749.57 feet to a point; thence through the lands now or formerly of Hartland Associates Inc. the following two (2) courses and distances;

1. S 70°45'40 E, 400.85 feet to a point,
2. S 19°33'05" W, 729.58 feet to the point of beginning

Containing 7 acres of land more or less.

2019-195



MAINTENANCE AGREEMENT

A Xerox Company

REV 03.01.2018

BILL TO			SHIP TO		
Company	SCHODACK TOWN HALL		Company	SCHODACK TOWN HALL - POLICE DEPT	
Purchaser	DEB CURTIS		Key Operator		
Address	265 SCHUMAN RD		Address	1797 COLUMBIA TPKE	
Address2			City, ST, Zip	CASTLETON ON HUDSON	NY 12033
City, ST, Zip	CASTLETON ON HUDSON, NY	12033	Delivery Date		
Phone / Fax	518-477-7890		Phone / Fax		

Salesperson	Purchase Order Number	Base Billing Cycle Preference	Customer Type	Begin Date	End Date
MIKE G		Annual	Existing	6/4/2018	6/3/2020

Equipment	Description	Serial #	Rate Type	Volume per Month	Base Billing Rate per Page	Base Billing Rate per Year
567FU	KONICA C308	A7PY011013680	Black&White	3,500	0.00772	\$522.69
	5% ANNUAL INCREASE		Color	250	0.06615	
	ON RENEWALS					
			Black&White			\$0.00
			Color			\$0.00
			Black&White			\$0.00
			Color			\$0.00
			Black&White			\$0.00
			Color			\$0.00
			Black&White			\$0.00
			Color			\$0.00

Overage Billing Cycle Preference: Annual

A Page/Print/Copy is defined as standard, single sided 8.5"x11" page/print/copy.	Blended B&W	42,000	0.00772	\$522.69
	Blended Color	3,000	0.06615	

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

Must Be Completed

Upgrade YES NO
 Remove Current Equipment YES NO
 Change Current Contract YES NO
 Machine ID# _____

Connectivity Maintenance Agreement

Connectivity Maint. Includes

1. Print driver setup on computers and training
 2. Scanning setup on computers and training
 3. Pagescope Solutions setup and training
 4. Lan fax driver configuration
 5. Command Workstation setup on computers

ACCEPTED Eastern Managed Print Network, LLC

BUYER: _____ Date: _____
 By: _____ Title: _____
 Name (print) _____

AUTHORIZED SIGNER
 Date: 6-5-19

IN CONSIDERATION THEREOF, BUYER promises to pay to Eastern Managed Print Network, LLC. The monthly EMS fee + shipping and handling as established by Buyer's monthly copy volume and the above schedule.

IMPORTANT: TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE OF THIS FORM ARE AN INTRICATE PART OF THIS CONTRACT

Eastern Managed Print Network, LLC

TERMS AND CONDITIONS

1. **SERVICES.** Throughout this Services Agreement (the "Agreement") the words "We," "Our," and "Us" refer to Company. The words "You" and "Your" refer to the Customer indicated on the reverse. This Agreement covers both the labor and materials for adjustments, repairs, and replacement of parts necessitated by normal use of the Equipment listed on the face of this Agreement ("Services"). Services do not include the following: (a) repairs due to (i) misuse, neglect, or abuse (including, without limitation, improper voltage or use of supplies that do not conform to the manufacturer's specifications), (ii) use of options, accessories, products, supplies not provided by Company; (iii) non-Company alterations, relocation, or service; and/or (iv) loss or damage resulting from accidents, fire, water, or theft; (b) maintenance requested outside Company's normal business hours or this Agreement, (c) relocation, (d) software or connected hardware, (e) hard drive replacement, (f) Thermal heads, process units, and fuser units for Facsimile Machines, (g) Thermal Heads and MICR Toner for Laser Printers, and parts and labor for all non-laser printers, and/or (h) parts for Scanners. Replacement parts may be new, reprocessed, or recovered. Supplies provided by Company are in accordance with the copy volumes set forth on the face of this Agreement and within the manufacturer's stated yields, and do not include staples. Supplies are to be used exclusively for the Equipment and remain Company property until consumed. You will return, or allow Company to retrieve, any unused supplies at the termination/expiration of this Agreement. You are responsible for the cost of excess supplies. You authorize Equipment to be connected to automatic meter reading software and/or device or, if we otherwise request, You will provide us with accurate meter readings for each item of Equipment when and by such means as we request. If You do not permit the Company to use automatic meter reading software and/or device, Company may charge a monthly fee for manually performing meter reads. If You do not provide meter reads as required, Company may estimate the reading and bill accordingly. You shall provide adequate space and electrical service for the operation of the Equipment in accordance with UL and/or manufacturer's specifications. Supplies will be shipped via UPS Ground. Unless otherwise stated herein, Customer will be billed for shipping, including, but not limited to, UPS Ground, Overnight, and/or Messenger Service. Additional fees may be charged for Services provided outside Company's standard business hours or for computer/network issues and will be at Company hourly rates in effect at the time of Services. If, at any time during the Term of this Agreement, Customer upgrades, modifies, or adds equipment, Customer shall promptly notify Company and provide Company right of first refusal to provide Services for added equipment. Company maintains the right to inspect any upgrades and modifications to Equipment and/or additional equipment and, in its sole discretion, determine whether equipment is eligible for Services. If approved for Services, the Agreement will be amended to include such changes, including pricing modifications. Unless otherwise agreed to in writing, Customer remains solely responsible to secure any sensitive data and permanently delete such data from the internal media storage prior to removal of Equipment or termination of this Agreement.

2. **TERM AND PAYMENT.** Except as otherwise provided for herein, this Agreement is non-cancelable and will commence on the start date indicated on the face of this Agreement and remain in effect throughout the Term; and, unless notified in writing sixty (60) days prior to its expiration, this Agreement shall automatically renew for additional one (1) year periods. In the event the fees herein are included in Your lease payment, the Term shall run concurrently with the lease agreement and be subject to the renewal provisions provided for therein. The meter count at installation or, in the case of owned printers, at assessment, will be used for meter/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 (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 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.

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

4. **SOFTWARE LICENSE.** Company grants (and is hereby authorized by its licensor(s) to grant) you a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation ("Base Software") only with the Equipment with which it was delivered; and (b) Software that is set forth as a separate line item in this Agreement ("Application Software") (including its accompanying documentation), as applicable, for as long as you are current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Licensed Software". You have no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Licensed Software; (2) activate Licensed Software delivered with the Equipment in an unactivated 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 shrinkwrap license agreement or otherwise made subject to a separate license agreement.

5. **DIAGNOSTIC SOFTWARE.** Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Company, or its Licensor. Title to Diagnostic Software will remain with Company or its licensors. Company does not grant Customer any right to use Diagnostic Software, and Customer will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). Customer will allow Company reasonable access to the Equipment to remove or disable Diagnostic Software if Customer is no longer receiving Service from Company, provided that any on-site access to Customer's facility will be during Customer's standard business hours.

6. **SOFTWARE SUPPORT.** Except for Products and/or Third Party Products identified as "No Svc.", Company (or a designated service) will provide the software support set forth below or in accordance with an attached statement of work ("Software Support"). For Base Software for Equipment, Software Support will be provided during the Initial Term and any renewal period but in no event longer than 5 years after Company stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as you are current in the payment of all applicable software license and support fees. Company will maintain a web-based or toll-free hotline during Company's standard working hours to report Licensed Software problems and answer Licensed Software-related questions. Company, either directly or with its vendors, will make reasonable efforts to: (a) assure that Licensed Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Licensed Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to you. Company will not be required to provide Software Support if you have modified the Licensed Software. New releases of Licensed Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Company may make available will be provided at no charge and must be implemented within six months. New releases of Licensed Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Licensed Software governed by the Software License and Licensed Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require you to procure, at your expense, additional hardware and/or software from Company or another entity. Upon installation of a Release, you will return or destroy all prior Releases. For Third Party Software identified as "No Svc.", you shall enter into a support agreement with a Third Party Software vendor or its support services provider, who shall be solely responsible for the quality, timeliness and other terms and conditions of such support services. Company shall have no liability for the acts or omissions of such third party support services provider.

7. **WARRANTY:** You acknowledge that the Equipment covered by this Agreement was selected by You based upon Your own judgment. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES OF MERCHANTABILITY; OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED.

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

9. **DEFAULT; REMEDIES:** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure to make payment when due of any indebtedness to Company or for the Equipment, whether or not arising under this Agreement, without notice or demand by Company; (b) breach by You of any obligation herein; or (c) if You cease doing business as a going concern. If You default, Company may: (1) require future Services, including supplies, be paid for in advance, (2) require You to immediately pay the amount of the remaining unpaid balance of the Agreement, (3) terminate any and all agreements with You, and/or (4) pursue any other remedy permitted at law or in equity. In the Event of Default, remaining payment amounts due will be calculated using the average of the last six months' billing or the amount set forth on the face of the Agreement, whichever is greater, multiplied by the remaining months of the Agreement. You agree that any delay or failure of Company to enforce its rights under this Agreement does not prevent Company from enforcing any such right at a later time. All of Company's rights and remedies survive the termination of this Agreement. In the event of a dispute arising out of this Agreement or the Equipment listed herein, should it prevail, Company shall be entitled to collection of its reasonable costs and attorneys' fees incurred in defending or enforcing this Agreement, whether or not litigation is commenced.

10. **ASSIGNMENT:** You may not sell, transfer, or assign this Agreement without the prior written consent of Company. Company may sell, assign or transfer this Agreement.

11. **NOTICES:** All notices required or permitted under this Agreement shall be by overnight courier or by registered mail to such party at the address set forth in this Agreement, or at such other address as 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.

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

13. **FAX/ELECTRONIC 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 hereon. This Agreement may be signed in counterparts and all counterparts will be considered and constitute the same Agreement.

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

TERMS AND CONDITIONS

Date _____

Initial _____

2019-198

TOWN OF SCHODACK
EDUCATIONAL SEMINARS REQUEST

Pursuant to Resolution # 2010-044, the Supervisor is authorized to approve staff attendance at educational seminars if registration and expenses are deemed to be appropriately budgeted and do not exceed \$250 in the aggregate.

Please attach information about the seminar (i.e. agenda) include documentation to support each cost item, so that the Supervisor and/or Town Board can appropriately review.

Staff attending educational program: Kerrie Joiner

Name of Seminar/Conf./Course: Bond's 2019 Workplace Seminar
Location (Venue, City): Albany Marriot, Albany NY
Dates of Seminar: 6/20/2019
Cost of Seminar (Registration Fees): \$250.00

V# 19-0936

<u>Travel Costs:</u>	<u># of Miles</u>	<u>Rate as of 1/1/19</u>	<u>Estimated Amount</u>
Mileage	40	\$ 0.580	\$ 23.200
<small>Please include a copy of mapquest to estimate total mileage - this will be used as a guideline when your actual mileage is submitted for reimbursement.</small>			
Train/Bus/Plane			\$
Town Vehicle			

Lodging:
Name of Hotel/Motel _____
of Rooms _____
of Nights _____
Cost per night _____
Total Lodging Cost _____

Meals:
Included in seminar cost _____
Estimated cost if you answered no above two per day

Total estimated cost to attend: \$273.20
Estimated cost per staff member* \$273.20

(total cost divided by # of ppl attending)

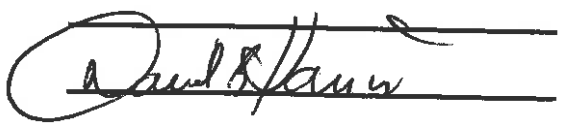
Is the total cost budgeted?

TB Resolution needed?*

If Yes, please document resolution # #2019

Department Head Approval _____

Supervisor Approval _____



* If the estimated cost per staff member is > \$250, then a TB resolution is required. Please plan ahead. A resolution is required prior to any town obligation (payment) for the seminar. Please attach this form and a copy of the resolution, if applicable, to all payment requests involving payment to a vendor or an employee reimbursement.

Note: Please make sure you bring the appropriate tax exemption forms with you. Most restaurants will accept the tax-exempt letter. There is also a special tax-exempt form for hotels.

Kerrie Joiner

From: Bond, Schoeneck & King PLLC <communication@email-bond.com>
Sent: Tuesday, May 21, 2019 8:00 AM
To: Kerrie Joiner
Subject: Reminder to Register - 2019 Annual Labor, Employment & HR Conference



Bond **WORKPLACE 2019**

Annual Labor, Employment & HR Conference
Upstate

The legal and practical issues employers face are increasingly complex and varied. Employers need to



265 Schuurman Rd to Albany Marriott

Drive 19.7 miles, 30 min

Albany Marriot

265 Schuurman Rd

Castleton-On-Hudson, NY 12033

Get on I-787 N in Albany from Phillips Rd and U.S. 9 N/Hwy 20 W

16 min (8.9 mi)

- ↑ 1. Head south on U.S. 9 N/Hwy 20 W toward Old Post Rd N
- ↘ 2. Turn right at the 1st cross street onto Old Post Rd N
- ↑ 3. Continue onto Schuurman Rd
- ↘ 4. Turn right onto Brookview Rd
- ↙ 5. Turn left onto Phillips Rd
- ↙ 6. Turn left onto U.S. 9 N/Hwy 20 W
 - 📍 Pass by Stewart's Shops (on the left in 0.6 mi)
- ⤴ 7. Use the right lane to take the ramp to Troy

233 ft

157 ft

1.2 mi

0.2 mi

3.5 mi

3.4 mi

0.6 mi

Take I-90 W and I-87 N to Wolf Rd in Colonie. Take exit 4 from I-87 N

11 min (10.3 mi)

- ⤴ 8. Merge onto I-787 N
- ↘ 9. Use the right 2 lanes to take exit 5 to merge onto I-90 W toward Buffalo
- ↘ 10. Use the right 2 lanes to merge onto I-87 N toward Saratoga
- ↘ 11. Take exit 4 toward NY-155 W/Albany Shaker Rd

0.9 mi

6.0 mi

3.2 mi

0.1 mi

Continue on Wolf Rd to your destination

2 min (0.5 mi)