

May 30, 2018
VIA EMAIL & MAIL

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

Re: Recommendation for Award
Sewer District 1 – Extension 1
Town of Schodack, New York

Dear Mr. Harris & Board Members:

Sealed bids for the above noted project were received on April 17, 2018. These bids have been carefully checked for accuracy and tabulations of same are enclosed herewith.

The low bid is that of William J. Keller & Sons Construction Corp. We find the stated qualifications of the Contractor to be satisfactory.

The bidding process was concurrent with the NYSDEC review of the project plans. As a result of the DEC review, there were several plan changes required that added additional cost to the project. We have contacted William J. Keller & Sons to review these changes. The plan changes result in an additional cost of \$18,620. A copy of the contractor's letter identifying these cost is attached hereto.

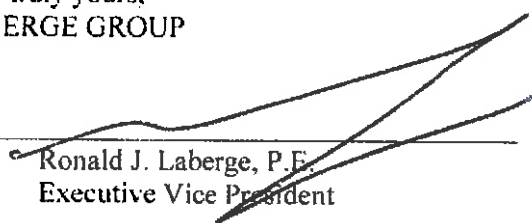
It is, therefore our recommendation that the Contract be awarded to William J. Keller & Sons Construction Corp. in the amount bid of \$897,170.00 subject to a concurrent change order in the amount of \$18,620 for total contract amount of \$915,790.

The Town is also waiting for the school district to provide the required property and easements for the pump station and foremain. Until such time as the property and easements are acquired the contractor cannot begin work.

A suggested resolution is enclosed for the Board's use.

It should be noted that this Contract is on a unit price basis. As such, the final contract cost will increase or decrease, depending upon the actual quantities required by the exigencies of construction.

Very truly yours,
LABERGE GROUP

By: 
Ronald J. Laberge, P.E.
Executive Vice President

RJL: ahb
Encs.

J:\2016104\Correspondence - General Award Recommendation 05-30-18.docx

RESOLUTION

At a Regular Meeting of the Town Board of the Town of Schodack, held on _____, 2018,
the following resolution was made by _____ and
was subsequently seconded by _____.

WHEREAS, BIDS FOR: Sewer District No. 1 – Extension 1 were received on April 17, 2018; and

WHEREAS, the Consulting Engineers, Laberge Engineering & Consulting Group Ltd. have submitted their report relative to their analysis of bids.

NOW, THEREFORE, BE IT RESOLVED THAT the recommendation of said Engineers be hereby accepted, approved and adopted; and

BE IT FURTHER RESOLVED THAT: Sewer District No. 1 – Extension 1 be hereby awarded to William J. Keller & Sons Construction Corp., 1435 Route 9, Castleton, New York 12033 in the amount of \$897,170.00 and subject to the issuance of a concurrent change order in the amount of \$18,620 for total contract price of \$915,790; and

BE IT FURTHER RESOLVED THAT construction shall not commence until such time as the Schodack Central School district provides the required property and easements for the proposed pump station and forcemain

BE IT FURTHER RESOLVED THAT Supervisor Harris is authorized to execute and administer the Town of Schodack Sewer District 1 – Extension 1 Project construction agreement.

The Board Members Present were:

STATE OF NEW YORK)
COUNTY OF RENSSELAER) ss:
TOWN OF SCHODACK)

I, Debra Curtis, do hereby verify that the foregoing is a true copy of a resolution unanimously adopted by the Town Board of the Town of Schodack, Rensselaer County, New York, on the ____ day of June, 2018.

Town Clerk

SEAL

May, 29th 2018

REV. 1

Laberge Group
4 Computer Drive West
Albany, New York 12205

Re: Schodack Sewer District No. 1 – Extension 1
Plan Revisions

Dear Ron,

Based on changes per 5/11/18 drawings we offer the following pricing, if you have any questions please let me know.

Sheet 2: Total: + \$799

6. Lowered forcemain invert at MH 1.
7. Added note that forcemain is to be installed by directional drilling methods (typical of all plan/profile sheets)
8. MH to be manufactured with microbially induced corrosion control,

Sheet 3: Total: + \$92

9. Added silt fence at location of FS-1

Sheet 4: Total: + \$460

10. Added silt fence per drawing

Sheet 6: Total: + \$322

11. Relocated FS-3 from Sta. 39+10 to 38+00

Sheet 9: Total: + \$506

12. Corrected utility crossing locations in the vicinity of Sta. 60+00

Sheet 10: Total: + \$138

12. Added silt fence at FS-5

Sheet 12: Total: + \$11,000

13. Pump Station detail
 - a. Added vent
 - b. Added bypass with 4 inch quick disconnect and plug valve
 - c. Revised detail to better indicate positioning of the pump station over wetwell
 - d. Pump Station to be manufactured with microbially induce corrosion control.
 - e. Revised stone leveling course from 1 foot to 2 feet minimum
 - f. Added geofabric around stone leveling base
 - g. Added note regarding flexible boot connections
 - h. Revised pump station model number
14. Site plan
 - a. Related MH 1 to MH 1A

Wm. J Keller & Sons Construction Corp.
Main Office | 1435 Route 9 | Castleton, NY 12033 | (518) 732-7782
Heavy & Highway | Utility Contractors | Site Development
www.wmjcellerandsons.com



- b. Eliminated meter manhole drain to catch basin and replaced it with drain to MH 1A
- c. Added approximate location of electrical service

Sheet 13: Total: + \$2,612

15. Chemical Feed Building

- a. Added 1,000CFM fan with duct work to 12" AFF and gravity louver
- b. Added exterior switch to operate light and fan

16. Chemical Feed Detail

- a. Added sump to meter manhole
- b. Added check valve to manhole drain

Sheet 15: Total: + \$2,691

- 17. Flushing Station detail – revised valves to be plug valves in place of gate valves

Revisions Total: + \$18,620



BID TABULATION
SEWER IMPROVEMENTS - SEWER DISTRICT 1 - EXTENSION I
TOWN OF SCHODACK, RENSSELAER COUNTY, NEW YORK
 RECEIVED: 4/17/2018 @ 11:00 AM
 REVIEWED BY: RONALD J. LABERGE, P.E., EXECUTIVE VICE PRESIDENT

Item No.	Description	WM. J. Keller & Sons Construction Corp.		JAT Construction Co., Inc.	
		Price	Amount	Price	Amount
1	Furnish & Install 8" PVC SDR 26 Sewer Fittings and Specials. Complete per Linear Foot.	\$ 100.00	\$ 6,000.00	\$ 150.00	\$ 9,000.00
2	Furnish & Install Manholes. Complete per Each.	\$ 9,000.00	\$ 27,000.00	\$ 8,000.00	\$ 24,000.00
2AR	Furnish & Install Air Release Manholes. Complete per Each.	\$ 12,860.00	\$ 51,440.00	\$ 13,500.00	\$ 54,000.00
2F	Furnish & Install Flushing Station. Complete per Each.	\$ 9,600.00	\$ 48,000.00	\$ 3,500.00	\$ 17,500.00
3A	Furnish & Install the "B" and "C" Stone Bedding and/or Backfill Material. Complete per Cubic Yard.	\$ 28.00	\$ 560.00	\$ 35.00	\$ 700.00
3B	Furnish & Place Type "D" Gravel Bedding and/or Backfill Material. Complete per Cubic Yard.	\$ 13.00	\$ 3,250.00	\$ 25.00	\$ 6,250.00
4B	Furnish & Install 6" HDPE SDR 11 Sewer Foremain, Fittings & Specials by HDD Method. Complete per Linear Foot.	\$ 35.00	\$ 292,250.00	\$ 40.00	\$ 334,000.00
4B	Furnish & Install 6" HDPE SDR 11, in Rock by HDD Method. Complete per Linear Foot.	\$ 180.00	\$ 18,000.00	\$ 340.00	\$ 34,000.00
6C	Furnishing & Placing Class "A" Concrete. Complete per Cubic Yard.	\$ 165.00	\$ 1,650.00	\$ 500.00	\$ 5,000.00
8	Clearing, Grubbing, Removing & Storing. Complete per Lump Sum.	\$ 15,423.00	\$ 15,423.00	\$ 10,000.00	\$ 10,000.00
9	Furnishing & Placing Topsoil. Complete per Square Yard.	\$ 7.00	\$ 7,000.00	\$ 8.50	\$ 8,500.00
10	Fertilizing, Seeding & Mulching. Complete per Square Yard.	\$ 2.00	\$ 2,000.00	\$ 2.25	\$ 2,250.00
*24B	Furnishing & Installing 8 foot high Vinyl-coated Chain Link Fencing. Complete per Linear Foot.	\$ 31.00	\$ 10,230.00	\$ 38.50	\$ 12,705.00
*25B	Furnishing & Installing 20-foot wide Double Swing Gate. Complete per Each.	\$ 1,700.00	\$ 1,700.00	\$ 3,000.00	\$ 3,000.00
26	Furnish & Install Underground Utility Markers. Complete per Each.	\$ 790.00	\$ 3,160.00	\$ 825.00	\$ 3,300.00
39	Furnish & Place Type 2 Subbase Material. Complete per Cubic Yard.	\$ 43.00	\$ 10,750.00	\$ 35.00	\$ 8,750.00
40	Furnish & Place 1-1/2" Top Course Asphalt Concrete Pavement. Complete per Square Yard.	\$ 30.00	\$ 1,800.00	\$ 50.00	\$ 3,000.00
41	Furnish & Place 2-1/2" Binder Course Asphalt Concrete Pavement. Complete per Square Yard.	\$ 40.00	\$ 2,400.00	\$ 75.00	\$ 4,500.00
50	Maintenance & Protection of Traffic. Complete per Lump Sum.	\$ 76,700.00	\$ 76,700.00	\$ 9,000.00	\$ 9,000.00
71	Furnish & Install Pump Station. Complete per Lump Sum.	\$ 176,357.00	\$ 176,357.00	\$ 290,000.00	\$ 290,000.00
104	Furnish & Install Stationary Electrical Generator Unit. Complete per Lump Sum.	\$ 74,000.00	\$ 74,000.00	\$ 52,000.00	\$ 52,000.00
105	Furnish & Install Chemical Feed Building. Complete per Lump Sum.	\$ 67,500.00	\$ 67,500.00	\$ 92,000.00	\$ 92,000.00
TOTALS		\$ 897,170.00	\$ 897,170.00	\$ 983,455.00	\$ 983,455.00

SCHEDULE "A"

"THE SPINNEY AT POND VIEW"

DESCRIPTION OF EASEMENT "D"

(PERMANENT MAINTENANCE AND LANDSCAPING EASEMENT)

TOWN OF SCHODACK

COUNTY OF RENSSELAER

STATE OF NEW YORK

MARCH 27, 2018

REVISED - APRIL 26, 2018

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

Commencing at a point located on the northwesterly right-of-way line of Pond View, said point being the easterly most corner of the Lands of Cobleskill Properties Association, LLC, run, S36°-22'-04"W, a distance of 52.31 feet to a point, said point being the point-of-beginning for the herein to be described **EASEMENT "D" - PERMANENT MAINTENANCE AND LANDSCAPING EASEMENT.**

From said point-of-beginning run the following four courses through the Lands of Pond View, (1) By a curve to the right having a chord bearing of S25°-48'-29"E, a chord length of 8.50 feet, a radius of 4.25 feet, a central angle of 180°-00'-00" and an arc length of 13.35 feet to a point; (2) Thence run, S64°-11'-31"W, a distance of 37.05 feet to a point; (3) Thence run, by a curve to the right having a chord bearing of N25°-48'-29"W, a chord length of 8.50 feet, a radius of 4.25 feet, a central angle of 180°-00'-00" and an arc length of 13.35 feet to a point; (4) Thence run, N64°-11'-31"E, a distance of 37.05 feet to a point, said point being the said point-of-beginning for the herein described **EASEMENT "D" - PERMANENT MAINTENANCE AND LANDSCAPING EASEMENT.**

Said **EASEMENT "D" - PERMANENT MAINTENANCE AND LANDSCAPING EASEMENT** contains 372 square feet = 0.009 acres, more or less.

It is the purpose of this conveyance to grant to the Town of Schodack, to The Spinney

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SCHEDULE "A"

"THE SPINNEY AT POND VIEW"

DESCRIPTION OF ROAD RIGHT-OF-WAY

FOR

"POND VIEW"

TOWN OF SCHODACK

COUNTY OF RENSSELAER

STATE OF NEW YORK

MARCH 27, 2018

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:

Beginning at a point located on the northerly right-of-way line of Miller Road, said point being the southwesterly most corner of the Lands formerly of Walter J. Finkle, (Liber 1100, Page 524 & Liber 951, Page 92), said point being the southeasterly most corner of, and the point-of-beginning for the herein to be described road right-of-way for "POND VIEW".

From said point-of-beginning run the following two courses along the said northerly right-of-way line of Miller Road, (1) N89°-59'-12"W, a distance of 55.17 feet to a point; (2) Thence run, S72°-00'-48"W, a distance of 6.37 feet to a point, said point being the southwesterly most corner of the herein described road right-of-way for "POND VIEW"; Thence run the following five courses along the westerly and northwesterly right-of-way lines of "POND VIEW", (1) N17°-59'-12"W, a distance of 188.76 feet to a point; (2) Thence run, by a curve to the right having a chord bearing of N05°-49'-45"W, a chord length of 139.00 feet, a radius of 330.00 feet, a central angle of 24°-18'-54" and an arc length of 140.04 feet to a point; (3) Thence run, N06°-19'-42"E, a distance of 328.57 feet to a point; (4) Thence run, by a curve to the right having a chord bearing of N36°05'-43"E, a chord length of 278.03 feet, a radius of 280.00 feet, a central angle of 59°-32'-02" and an arc length of 290.94 feet to a point; (5) Thence run, N65°-51'-44"E, a distance of 226.82 feet to a point, said point located at the cul-de-sac at the northerly

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**DESCRIPTION OF ROAD RIGHT-OF-WAY
"POND VIEW"**

**MARCH 27, 2018
PAGE 2**

terminus of "POND VIEW"; Thence run the following four courses around the said cul-de-sac, (1) By a curve to the left having a chord bearing of $N41^{\circ}-01'-20''E$, a chord length of 21.00 feet, a radius of 25.00 feet, a central angle of $49^{\circ}-40'-47''$ and an arc length of 21.68 feet to a point; (2) Thence run, by a curve to the right having a chord bearing of $S24^{\circ}-08'-16''E$, a chord length of 77.65 feet, a radius of 60.00 feet, a central angle of $279^{\circ}-21'-34''$ and an arc length of 292.54 feet to a point; (3) Thence run, by a curve to the left having a chord bearing of $N89^{\circ}-17'-52''W$, a chord length of 21.00 feet, a radius of 25.00 feet, a central angle of $49^{\circ}-40'-47''$ and an arc length of 21.68 feet to a point, said point located on the southeasterly and easterly right-of-way line of the herein described "POND VIEW"; Thence run the following five courses along the said southeasterly and easterly right-of-way line of the herein described "POND VIEW", (1) $S65^{\circ}-51'-44''W$, a distance of 226.82 feet to a point; (2) Thence run, by a curve to the left having a chord bearing of $S36^{\circ}-05'-43''W$, a chord length of 218.45 feet, a radius of 220.00 feet, a central angle of $59^{\circ}-32'-02''$ and an arc length of 228.59 feet to a point; (3) Thence run, $S06^{\circ}-19'-42''W$, a distance of 328.57 feet to a point; (4) Thence run, by a curve to the left having a chord bearing of $S05^{\circ}-49'-45''E$, a chord length of 113.72 feet, a radius of 270.00 feet, a central angle of $24^{\circ}-18'-54''$ and an arc length of 114.58 feet to a point; (5) Thence run, $S17^{\circ}-59'-12''E$, a distance of 204.57 feet to a point, said point located on the said westerly line of the Lands formerly of Walter J. Finkle, (Liber 1100, Page 524 & Liber 951, Page 92); Thence run along the said westerly line of the Lands formerly of Walter J. Finkle, (Liber 1100, Page 524 & Liber 951, Page 92); $S25^{\circ}-00'-48''W$, a distance of 1.70 feet to a point, said point located on the said northerly right-of-way line of Miller Road, said point being the said southwesterly most corner of the Lands formerly of Walter J. Finkle, (Liber 1100, Page 524 & Liber 951, Page 92), said point being the said southeasterly most corner of, and the said point-of-beginning for the herein described road right-of-way for "POND VIEW".

Said "POND VIEW" contains 80,139 square feet = 1.840 acres, more or less.

2012

SCHEDULE "A"

"THE SPINNEY AT POND VIEW"

DESCRIPTION OF EASEMENT "A"

(PERMANENT MAINTENANCE AND LANDSCAPING EASEMENT)

TOWN OF SCHODACK

COUNTY OF RENSSELAER

STATE OF NEW YORK

MARCH 27, 2018

REVISED APRIL 26, 2018

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

Commencing at a point located on the northerly right-of-way line of Miller Road, said point being the southwesterly most corner of the Lands formerly of Walter J. Finkle, (Liber 1100, Page 524 & Liber 951, Page 92), said point being the southeasterly most corner of the easterly right-of-way line of Pond View, run, N77°-29'-14"W, a distance of 34.16 feet to a point, said point being the point-of-beginning for the herein to be described **EASEMENT "A" - PERMANENT MAINTENANCE AND LANDSCAPING EASEMENT.**

From said point-of-beginning run the following eight courses through the Lands of Pond View, (1) By a curve to the right having a chord bearing of S73°-27'-20"W, a chord length of 8.50 feet, a radius of 4.25 feet, a central angle of 180°-00'-00" and an arc length of 13.35 feet to a point; (2) Thence run, N16°-32'-40"W, a distance of 195.98 feet to a point; (3) Thence run, by a curve to the right having a chord bearing of N05°-06'-29"W, a chord length of 120.65 feet, a radius of 304.25 feet, a central angle of 22°-52'-22" and an arc length of 121.46 feet to a point; (4) Thence run, N06°-19'-42"E, a distance of 100.84 feet to a point; (5) Thence run, by a curve to the right having a chord bearing of S83°-41'-12"E, a chord length of 8.50 feet, a radius of 4.25 feet, a central angle of 179°-52'-01" and an arc length of 13.34 feet to a point; (6) Thence run, S06°-19'-42"W, a distance of 100.84 feet to a point; (7) Thence run, by a curve to the left having a chord bearing of S05°-06'-29"E, a chord length of 117.28 feet, a radius of 295.75 feet, a central angle of 22°-52'-22" and an arc length of 118.07 feet to a point; (8) Thence run, S16°-32'-40"E, a distance of 195.98 feet to a point, said point being the said point-of-beginning for the herein described **EASEMENT "A" - PERMANENT**

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**DESCRIPTION OF PERMANENT MAINTENANCE AND
LANDSCAPING EASEMENT - "A"
"THE SPINNEY AT POND VIEW"**

**MARCH 27, 2018
REVISED - APRIL 26, 2018
PAGE 2**

MAINTENANCE AND LANDSCAPING EASEMENT.

**Said EASEMENT "A" - PERMANENT MAINTENANCE AND LANDSCAPING
EASEMENT contains 3,598 square feet = 0.083 acres, more or less.**

It is the purpose of this conveyance to grant to the Town of Schodack, to The Spinney At Pond View, LLC, and/or assigns, an easement in, on and to the property herein described and to permit the Town of Schodack and The Spinney At Pond View, LLC, and/or assigns, the right to ingress and egress, the right to install and maintain landscaping, (e.g., - but not limited to - grass, shrubs and trees), and to take whatever steps it deems necessary or advisable in connection with maintaining said landscaping. In addition this easement also restricts the grading and/or filing in the area occupied by the easement, excepting the Town of Schodack and The Spinney At Pond View, LLC, and/or assigns.

2012

SCHEDULE "A"

"THE SPINNEY AT POND VIEW"

DESCRIPTION OF EASEMENT "B"

(PERMANENT MAINTENANCE AND LANDSCAPING EASEMENT)

TOWN OF SCHODACK

COUNTY OF RENSSELAER

STATE OF NEW YORK

MARCH 27, 2018

REVISED - APRIL 26, 2018

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

Commencing at a point located on the westerly right-of-way line of Pond View, said point being the southerly most corner of the Lands of Lot 1, "The Spinney At Pond View Minor Three Lot Minor Subdivision", (Pond View Community Center Parcel), run , S62°-46'-36"E, a distance of 27.56 feet to a point, said point being the point-of-beginning for the herein to be described **EASEMENT "B" - PERMANENT MAINTENANCE AND LANDSCAPING EASEMENT**.

From said point-of-beginning run the following four courses through the Lands of Pond View, (1) N06°-19'-42"E, a distance of 185.02 feet to a point; (2) Thence run, by a curve to the right having a chord bearing of S82°-18'-15"E, a chord length of 8.50 feet, a radius of 4.25 feet, a central angle of 180°-02'-27" and an arc length of 13.36 feet to a point; (3) Thence run, S06°-19'-42"W, a distance of 184.82 feet to a point; (4) Thence run, by a curve to the right having a chord bearing of N83°-41'-12"W, a chord length of 8.50 feet, a radius of 4.25 feet, a central angle of 179°-52'-01" and an arc length of 13.34 feet to a point, said point being the said point-of-beginning for the herein described **EASEMENT "B" - PERMANENT MAINTENANCE AND LANDSCAPING EASEMENT**.

Said **EASEMENT "B" - PERMANENT MAINTENANCE AND LANDSCAPING EASEMENT** contains 1,628 square feet = 0.037 acres, more or less.

It is the purpose of this conveyance to grant to the Town of Schodack, to The Spinney At Pond View, LLC, and/or assigns, an easement in, on and to the property herein

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**DESCRIPTION OF PERMANENT MAINTENANCE AND
LANDSCAPING EASEMENT - "B"
"THE SPINNEY AT POND VIEW"**

**MARCH 27, 2018
REVISED - APRIL 26, 2018
PAGE 2**

described and to permit the Town of Schodack and The Spinney At Pond View, LLC, and/or assigns, the right to ingress and egress, the right to install and maintain landscaping, (e.g., - but not limited to - grass, shrubs and trees), and to take whatever steps it deems necessary or advisable in connection with maintaining said landscaping. In addition this easement also restricts the grading and/or filling in the area occupied by the easement, excepting the Town of Schodack and The Spinney At Pond View, LLC, and/or assigns.

2012

SCHEDULE "A"

"THE SPINNEY AT POND VIEW"

DESCRIPTION OF EASEMENT "C"

(PERMANENT MAINTENANCE AND LANDSCAPING EASEMENT)

TOWN OF SCHODACK

COUNTY OF RENSSELAER

STATE OF NEW YORK

MARCH 27, 2018

REVISED - APRIL 26, 2018

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

Commencing at a point located on the westerly right-of-way line of Pond View, said point being the southeasterly most corner of the Lands Cobleskill Properties Associates, LLC, run, S09°-09'-40"E, a distance of 46.02 feet to a point, said point being the point-of-beginning for the herein to be described **EASEMENT "C" - PERMANENT MAINTENANCE AND LANDSCAPING EASEMENT**.

From said point-of-beginning run the following four courses through the Lands of Pond View, (1) By a curve to the right having a chord bearing of N32°-45'-49"E, a chord length of 113.20 feet, a radius of 254.25 feet, a central angle of 25°-43'-29" and an arc length of 114.15 feet to a point; (2) Thence run, by a curve to the right having a chord bearing of S44°-22'-27"E, a chord length of 8.50 feet, a radius of 4.25 feet, a central angle of 180°-00'-00" and an arc length of 13.35 feet to a point; (3) Thence run, by a curve to the left having a chord bearing of S32°-45'-49"W, a chord length of 109.41 feet, a radius of 245.75 feet, a central angle of 25°-43'-29" and an arc length of 110.34 feet to a point; (4) Thence run, by a curve to the right having a chord bearing of N70°-05'-55"W, a chord length of 8.50 feet, a radius of 4.25 feet, a central angle of 180°-00'-00" and an arc length of 13.35 feet to a point; said point being the said point-of-beginning for the herein described **EASEMENT "C" - PERMANENT MAINTENANCE AND LANDSCAPING EASEMENT**.

Said **EASEMENT "C" - PERMANENT MAINTENANCE AND LANDSCAPING EASEMENT** contains 1,011 square feet = 0.023 acres, more or less.

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1 of 2

**DESCRIPTION OF PERMANENT MAINTENANCE AND
LANDSCAPING EASEMENT - "C"
"THE SPINNEY AT POND VIEW"**

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PAGE 2**

It is the purpose of this conveyance to grant to the Town of Schodack, to The Spinney At Pond View, LLC, and/or assigns, an easement in, on and to the property herein described and to permit the Town of Schodack and The Spinney At Pond View, LLC, and/or assigns, the right to ingress and egress, the right to install and maintain landscaping, (e.g., - but not limited to - grass, shrubs and trees), and to take whatever steps it deems necessary or advisable in connection with maintaining said landscaping. In addition this easement also restricts the grading and/or filing in the area occupied by the easement, excepting the Town of Schodack and The Spinney At Pond View, LLC, and/or assigns.

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**DESCRIPTION OF PERMANENT MAINTENANCE AND
LANDSCAPING EASEMENT - "D"
"THE SPINNEY AT POND VIEW"**

**MARCH 27, 2018
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PAGE 2**

At Pond View, LLC, and/or assigns, an easement in, on and to the property herein described and to permit the Town of Schodack and The Spinney At Pond View, LLC, and/or assigns, the right to ingress and egress, the right to install and maintain landscaping, (e.g., - but not limited to - grass, shrubs and trees), and to take whatever steps it deems necessary or advisable in connection with maintaining said landscaping. In addition this easement also restricts the grading and/or filing in the area occupied by the easement, excepting the Town of Schodack and The Spinney At Pond View, LLC, and/or assigns.

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SCHEDULE "A"

"THE SPINNEY AT POND VIEW"

DESCRIPTION OF EASEMENT "E"

(PERMANENT MAINTENANCE AND LANDSCAPING EASEMENT)

TOWN OF SCHODACK

COUNTY OF RENSSELAER

STATE OF NEW YORK

**MARCH 27, 2018
REVISED - APRIL 26, 2018**

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

Commencing at a point located on the northwesterly right-of-way line of Pond View, said point being the easterly most corner of the Lands of Cobleskill Properties Association, LLC, run , S57°-05'-42"E, a distance of 30.46 feet to a point, said point being the point-of-beginning for the herein to be described **EASEMENT "E" - PERMANENT MAINTENANCE AND LANDSCAPING EASEMENT.**

From said point-of-beginning run the following four courses through the Lands of Pond View, (1) N65°-51'-44"E, a distance of 127.70 feet to a point; (2) By a curve to the right having a chord bearing of S24°-03'-09"E, a chord length of 8.50 feet, a radius of 4.25 feet, a central angle of 180°-00'-00" and an arc length of 13.35 feet to a point; (3) Thence run, S65°-51'-44"W, a distance of 127.70 feet to a point, (4) Thence run, by a curve to the right having a chord bearing of N24°-03'-09"W, a chord length of 8.50 feet, a radius of 4.25 feet, a central angle of 180°-00'-00" and an arc length of 13.35 feet to a point, said point being the said point-of-beginning for the herein described **EASEMENT "E" - PERMANENT MAINTENANCE AND LANDSCAPING EASEMENT.**

Said **EASEMENT "E" - PERMANENT MAINTENANCE AND LANDSCAPING EASEMENT** contains 1,142 square feet = 0.026 acres, more or less.

It is the purpose of this conveyance to grant to the Town of Schodack, to The Spinney At Pond View, LLC, and/or assigns, an easement in, on and to the property herein described and to permit the Town of Schodack and The Spinney At Pond View, LLC, and/or

OK
RPL
5/2/18
1 of 2

**DESCRIPTION OF PERMANENT MAINTENANCE AND
LANDSCAPING EASEMENT - "E"
"THE SPINNEY AT POND VIEW"**

**MARCH 27, 2018
REVISED - APRIL 26, 2018
PAGE 2**

assigns, the right to ingress and egress, the right to install and maintain landscaping, (e.g., - but not limited to - grass, shrubs and trees), and to take whatever steps it deems necessary or advisable in connection with maintaining said landscaping. In addition this easement also restricts the grading and/or filling in the area occupied by the easement, excepting the Town of Schodack and The Spinney At Pond View, LLC, and/or assigns.

2012

SCHEDULE "A"

"THE SPINNEY AT POND VIEW"

DESCRIPTION OF EASEMENT "F"

(PERMANENT MAINTENANCE AND LANDSCAPING EASEMENT)

TOWN OF SCHODACK

COUNTY OF RENSSELAER

STATE OF NEW YORK

MARCH 27, 2018

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

Commencing at a point located on the northwesterly right-of-way line of Pond View, said point being the easterly most corner of the Lands of Cobleskill Properties Association, LLC, run along the said northwesterly right-of-way line of Pond View Drive, N65°-51'-44"E, a distance of 154.87 feet to a point; Thence run through the Lands of said Pond View, S89°-17'-52"E, a distance of 71.41 feet to a point, said point being the center point of **EASEMENT "F" - PERMANENT MAINTENANCE AND LANDSCAPING EASEMENT**.

EASEMENT "F" is a permanent maintenance and landscaping easement located at the center of the cul-de-sac located at the northerly terminus of said Pond View. Said easement has a radius of 30.00 feet and a central angle of 360°-00'-00".

Said **EASEMENT "F"** contains 2,827 square feet, more or less.

It is the purpose of this conveyance to grant to the Town of Schodack, to The Spinney At Pond View, LLC, and/or assigns, an easement in, on and to the property herein described and to permit the Town of Schodack and The Spinney At Pond View, LLC, and/or assigns, the right to ingress and egress, the right to install and maintain landscaping, (e.g., - but not limited to - grass, shrubs and trees), and to take whatever steps it deems necessary or advisable in connection with maintaining said landscaping. In addition this easement also restricts the grading and/or filing in the area occupied by the easement, excepting the Town of Schodack and The Spinney At Pond View, LLC, and/or assigns.

OK
RM
5/2/18



2018-172

Town of Schodack
265 SCHURMAN ROAD
CASTLETON, NY 12033

TELEPHONE (518) 477-7940
FAX (518) 477-7983

MEMO

To: Supervisor Harris and Schodack Town Board

From: Gary L. Ziegler, Building Inspector 

Re: 3047 Rt. 150 (190.-4-2)

Date: May 31, 2018

At this time it is requested that the Town Board take action per Chapter 99 of the code of the Town of Schodack against 3047 Rt. 150 in the Town of Schodack.

Attempts to work with the owner of this property have not worked.

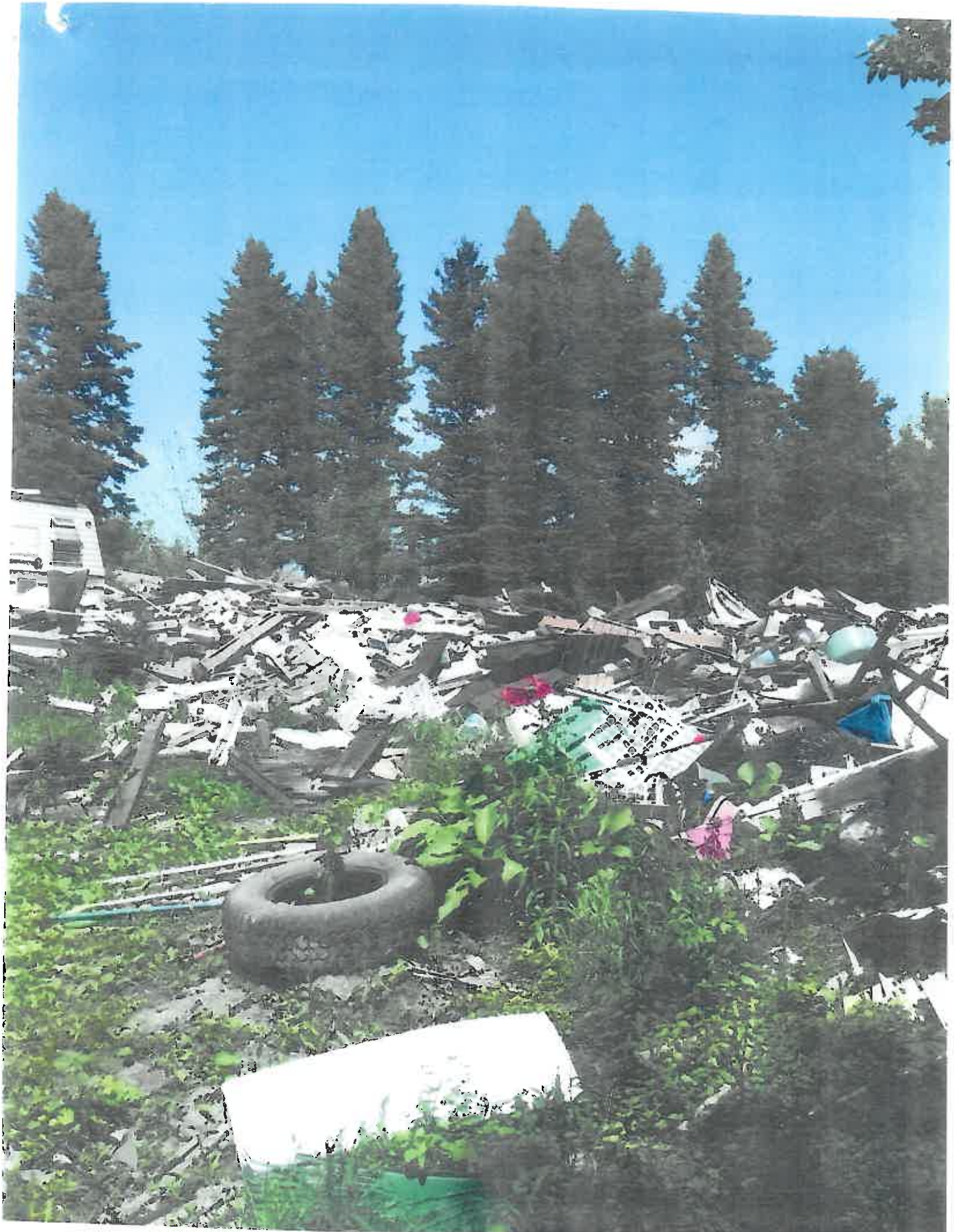
The structure is dangerous, unsafe, and in need of removal. The property is unsafe and in need of cleanup of junk, debris, garbage and unlicensed vehicles.

1901-4-2











2018-175

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 SCHUUMAN 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	618-477-7890		Phone / Fax		

Salesperson	Purchase Order Number	Base Billing Cycle Preference	Customer Type	Begin Date	End Date
MIKE G		Annual	Existing	6/4/2018	6/3/2019

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	0.0074	\$308.70
	5% ANNUAL INCREASE		Color	250	0.0630	\$189.00
	ON RENEWALS					
			Black&White			\$0.00
	ANNUAL BASE PMT = \$497.70		Color			\$0.00
	INCLUDES PER YEAR:					
	42,000 BLK COPIES		Black&White			\$0.00
	3,000 CLR COPIES		Color			\$0.00
			Black&White			\$0.00
			Color			\$0.00
			Black&White			\$0.00
			Color			\$0.00

Overage Billing Cycle Preference: Annual

Blended B&W	Blended Color	Volume per Month	Base Billing Rate per Page	Base Billing Rate per Year
Blended B&W	Blended Color	42,000	0.0074	\$308.70
		3,000	0.0630	\$189.00

A Page/Print/Copy is defined as standard, single sided 8.5"x11" page/print/copy.

<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: <i>M. Greer</i>	By: _____	_____
AUTHORIZED SIGNER	Title: <i>Ab. Billew</i>	Title
Date: <i>6-7-18</i>	Name (print)	

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 manufacturers' 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/coverages 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 licensors to grant) you a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation ("Base Software") only with the Equipment with which it was delivered; and (b) Software that is set forth as a separate line item in this Agreement ("Application Software") (including its accompanying documentation), as applicable, for as long as you are current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Licensed Software". You have no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Licensed Software; (2) activate Licensed Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Licensed Software will reside solely with Company and/or its licensors (who will be considered third-party beneficiaries of this Section). Licensed Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Company is denied access to periodically reset such code; (y) you are notified of a default under this Agreement; or (z) your license is terminated or expires. The Base Software license will terminate: (i) if you no longer use or possess the Equipment; or (ii) upon the expiration or termination of this Agreement, unless you have exercised your option to purchase the Equipment. Neither Company nor its licensors warrant that Licensed Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to Licensed Software/documentation accompanied by a clickwrap or 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 Licensors. 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 provider) 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 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 of otherwise caused by or related to Your use or possession of the Equipment, and (b) all costs and attorneys' fees incurred by Us relating to such claim.

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 thereon. 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, unsafe travel conditions, or other reasons beyond our control; (g) Company has the right to modify/convert any clerical errors.

TERMS AND CONDITIONS

Date _____

Initial _____

Maintenance/EMS Agreement 03012011