

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: Paul W. Peter

Name of Seminar/Conf./Course: NYS Magistrates Assoc Conf.
Location (Venue, City): Lake Placid NY
Dates of Seminar: September 25 - 28, 2016
Cost of Seminar (Registration Fees): \$ 50.00

Travel Costs:	# of Miles	Rate as of 1/1/16	Estimated Amount
Mileage -	<u>294</u>	\$ 0.540	\$ <u>158.76</u>
Train/Bus/Plane			
Town Vehicle			

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.

Lodging:	Name of Hotel/Motel	# of Rooms	# of Nights	Cost per night	Total Lodging Cost
	<u>Crowne Plaza</u>	<u>1</u>	<u>3</u>	<u>229.25</u>	\$ <u>687.75</u>

Meals:
Included in seminar cost X Y ___ N
Estimated cost if you answered no above

Total estimated cost to attend: \$ 896.51
Estimated cost per staff member*
(total cost divided by # of ppl attending)
Is the total cost budgeted? X Y ___ N

TB Resolution needed?* X Y ___ N
If Yes, please document resolution # #2016-
Department Head Approval Paul W. Peter

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 and/or 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. There is also a special tax-exempt form for hotels.

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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: BRUCE J. WAGNER

Name of Seminar/Conf./Course: NYS MAGISTRATES' ASSOC. CONF.
Location (Venue, City): LAKE PLACID, NY
Dates of Seminar: SEPTEMBER 25-28, 2016
Cost of Seminar (Registration Fees): \$50

<u>Travel Costs:</u>	<u># of Miles</u>	<u>Rate as of 1/1/16</u>	<u>Estimated Amount</u>
Mileage -	294	\$ 0.540	\$ 158.76

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.

Train/Bus/Plane _____
Town Vehicle _____ Y _____ x _____ N

Lodging:

Name of Hotel/Motel	<u>CROWNE PLAZA</u>
# of Rooms	<u>1</u>
# of Nights	<u>3</u>
Cost per night	<u>229.25</u>
Total Lodging Cost	<u>\$ 687.75</u>

Meals:
Included in seminar cost (Incl. in room) _____ x _____ Y _____ N
Estimated cost if you answered no above _____

Total estimated cost to attend: \$896.51

Estimated cost per staff member* _____
(total cost divided by # of ppl attending)

Is the total cost budgeted? _____ x _____ Y _____ N

TB Resolution needed?* _____ x _____ Y _____ N

If Yes, please document resolution # #2016-_____

Department Head Approval *Bruce J. Wagner* 6/21/16
BRUCE J. WAGNER

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 and/or 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. There is also a special tax-exempt form for hotels.



NYSMA's 2016 Annual Conference LODGING RESERVATION FORM

CONFERENCE DATES

Sunday, September 25 – Wednesday, September 28, 2016

All reservations must be made using this form and returned no later than **August 25, 2016**.

Reservations forms received after this reservation deadline will be accepted based upon space and rate availability.

Package Guest Room Rates are as follows:

- A Complimentary One-hour Scenic Boat Cruise
- Complimentary greens fees on the Lake Placid Club Pristine 9 Executive Golf Course

Nightly Package 3-night stays:

Single Occupancy: \$687.75 + tax= \$750.14

\$687.75 tax exempt

Double Occupancy (1 exempt w/ taxed guest) \$1,088.24
(2 exempt, 1 room) \$530.25 each total \$1,060.50

Includes: Accommodations for two guests from September 25-28, 2016

Sunday: Welcome Reception & Dinner, Overnight Stay

Monday: Breakfast, Break, Lunch, Break, Dine-A- Round, Overnight Stay

Tuesday: Breakfast, Break, Lunch, Break, Reception & Dinner, Overnight Stay

Wednesday: Breakfast, Break

Nightly Package for less than 3-night stays:

Single Occupancy: \$239.25 + tax= \$260.85

\$239.25 tax exempt

Double Occupancy (1 exempt w/ taxed guest) \$383.55 Package
(2 exempt / 2 judges, 1 room) \$186.75 each, total \$373.50

Nightly package includes applicable meals and nightly surcharge for less than 3 night stays

To confirm your reservation, a credit card number must be provided or a check/money order in the amount of \$229.25 sent with reservation form. A purchase order cannot be used for the initial deposit.

Check Credit Card

CC#: _____ Exp: _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

of rooms: _____ # of people per room: _____

Roommate: _____

Arrival Date: _____ Departure Date: _____

Special needs: _____

Entrée Choice for Sunday Night Banquet:

Please include spouse choice

Sole Florentine # Chicken Normande

RESERVATION POLICIES

- To confirm your reservation, a credit card number must be provided or a check/money order in the amount of \$229.25, sent with reservation form.
- If paying final bill by Purchase Order, a copy of your purchase order must be received at check-in.
- A copy of your NYS tax exemption form must be received with reservation form. Payment (Purchase Order or Credit Card) must match the name on the NYS tax exemption form.
- Guests staying on dates outside group's conference and/or are self pay will be subject to tax.
- Reservation forms must be received no later than Thursday, August 25, 2016. Reservations received after that date will be accepted on a space and rate availability basis.
- Cancellations must be received no later than Sept 9, 2016. Guest room deposit will not be refunded after that date.
- Cancellations after this date will result in forfeiture of the deposit.
- Reservations will be guaranteed from date of arrival to date of departure, as confirmed and Credit will not be given for Early Check-outs or missed meals
- Telephone reservations will not be accepted.
- Check-in time is 4:00pm. Check-out time is 11:00am.
- Room -only Rates for early arrival, before 9/25/16 or late departure, after 9/28/16 will be offered at the discounted rate of \$139.00/night + tax, based upon availability.
- A conference rebate has been included in the package rate to offset the expenses of the conference.
- Confirmation of your Reservation will be e-mailed, faxed, or mailed using the information provided on this form.

UNLESS ALL PROPER FORMS ARE SUBMITTED & COMPLETED, RESERVATIONS WILL NOT BE PROCESSED

I have read and agree with the above Reservation Policies

Please sign and date

Reservation Form, Deposit and Tax Exempt Certificate must be received by Thursday, August 25, 2016 to:

Crowne Plaza
Attn: Reservations Dept.
101 Olympic Drive
Lake Placid, New York, 12946
Fax (518) 523-9410

For Office use only:

Confirmation #: _____
Reservation Agent: _____ Date: _____



Dear Members,

As in the past, all certified sitting Justices, who are members in good standing of NYSMA and registered for the conference, attending the **New York State Magistrates Association's Annual Meeting on Monday, September 26, 2016 at 4:30 pm** will be reimbursed by the State through the Unified Court System for one (1) night of lodging and mileage at the current State rate, unless living within 35 miles of the conference site. The remaining expense is eligible for reimbursement by your town or village. **(Necessary expenses, including transportation, meals, room and registration fees incurred by fully authorized municipal officials and employees are properly reimbursable from municipal funds pursuant to §77-b of the General Municipal Law).**

Core B Training Course will be offered by the Office of Justice Court Support on Tuesday, September 27, 2016.

In order to expedite registration, we urge you to Pre-Register.

FEES: Pre-Registration: \$50.00

On-site Registration: \$75.00

All members participating in any portion of the conference are required to pay the fee, which covers the many detailed arrangements necessary for a successful conference. For your convenience, receipts will be available at our registration desk.

On behalf of President Bauman and your Executive Committee members, we urge you to attend. It is a great time to renew old acquaintances, make new ones, to learn, speak your thoughts, vote, enjoy and help celebrate our 107th Anniversary.

Please note Registration and Fees for the Conference and Hotel are separate.

- If you are not pre-registered, the Hotel will not hold a room

MAGISTRATE REGISTRATION FORM

The 107th Conference of the New York State Magistrates Association

Crowne Plaza – Lake Placid, New York

Name: _____ Town Justice of: _____

Address: _____ Village Justice of: _____

Address: _____

City/State/Zip: _____ Email: _____

County: _____ Current Co. President: _____

Guest's Full Name if Attending: _____ Court Clerk: Yes or No

Is this your first NYSMA Conference: Yes or No

NAME TAGS WILL BE PROVIDED

Fee: \$50.00 must be received by August 25, 2016 * Non-refundable after August 31, 2016

YOUR TRIP TO:



101 Olympic Dr, Lake Placid, NY 12946-1407

2 HR 27 MIN | 147.4 MI

Trip time based on traffic conditions as of 7:52 AM on June 20, 2016. Current Traffic: Light

1. Start out going **northeast** on Schuurman Rd toward Old Post Rd N.

Then 0.04 miles 0.04 total mile

2. Turn **right** onto Columbia Turnpike/US-20 E/US-9 S.

Columbia Turnpike is just past Old Post Rd N.

If you are on Columbia Turnpike and reach Kraft Rd you've gone about 0.1 miles too far.

Then 0.54 miles 0.58 total mile

3. Merge onto I-90 W/Rensselaer County Veterans Memorial Hwy.

Then 8.47 miles 9.05 total mile

4. Merge onto I-787 N via EXIT 6A toward **Troy**.

Then 5.55 miles 14.60 total mile

5. Stay **straight** to go onto NY-787 N.

Then 0.28 miles 14.88 total mile

6. Merge onto NY-7 W via EXIT 9W toward **I-87/Schenectady/Saratoga Springs**.

Then 3.36 miles 18.24 total mile

7. Merge onto I-87 N/Adirondack Northway N toward **Saratoga Springs/Glens Falls**.

Then 98.57 miles 116.81 total mile

8. Take the **US-9** exit, EXIT 30, toward **NY-73/Keene Valley/Keene**.

Then 0.24 miles 117.05 total mile



If you reach I-87 N you've gone about 0.2 miles too far.

Then 2.24 miles119.29 total mile



10. US-9 N/US Route 9 becomes NY-73.

Then 27.51 miles 146.80 total mile



11. Turn left onto Main St/NY-86.

Main St is 0.1 miles past Mill Pond Dr.

If you are on Morningside Dr and reach Parkside Dr you've gone a little too far.

Then 0.42 miles147.22 total mile



12. Turn left onto Olympic Dr.

Olympic Dr is just past Cummings Rd.

Grill 211 is on the right.

If you reach Parkside Dr you've gone a little too far.

Then 0.16 miles 147.38 total mile



13. 101 OLYMPIC DR is on the left.

If you are on Hillcrest Ave and reach Highland Pl you've gone a little too far.

Use of directions and maps is subject to our [Terms of Use](#). We don't guarantee accuracy, route conditions or usability. You assume all risk of use.

YOUR TRIP TO:



265 Schuurman Rd, Castleton on Hudson, NY 12033

2 HR 30 MIN | 146.9 MI

Trip time based on traffic conditions as of 7:53 AM on June 20, 2016. Current Traffic: Light

- 1. Start out going **southeast** on Olympic Dr toward Main St/NY-86.

Then 0.16 miles 0.16 total mile

- 2. Turn **right** onto Main St/NY-86.

Grill 211 is on the corner.

Then 0.42 miles 0.58 total mile

- 3. Turn **right** onto Sentinel Rd/NY-73. Continue to follow NY-73.

NY-73 is 0.1 miles past McKinley St.

If you are on Wilmington Rd and reach Alpine Ln you've gone about 0.1 miles too far.

Then 27.57 miles 28.15 total mile

- 4. NY-73 becomes US-9 S.

Then 2.07 miles 30.22 total mile

- 5. Merge onto I-87 S/Adirondack Northway S.

If you are on US Route 9 and reach Tracy Rd you've gone about 0.1 miles too far.

Then 98.02 miles 128.24 total mile

- 6. Merge onto NY-7 E via EXIT 7 toward Troy/Cohoes.

Then 4.06 miles 132.30 total mile

- 7. Take the **NY-787** exit toward I-787/Albany/Cohoes.

Then 0.24 miles 132.54 total mile

- 8. Merge onto I-787 S toward **Albany/Watervliet**.

Then 5.14 miles 137.69 total mile



via EXIT 5 toward **Boston**.

Then 8.66 miles 146.35 total mile



10. Merge onto Columbia Turnpike/US-20 W/US-9 N via EXIT 11W.

Then 0.52 miles 146.87 total mile



11. Turn **left** onto Schuurman Rd.
If you are on US-20 W and reach Kraft Rd you've gone about 0.1 miles too far.

Then 0.05 miles 146.91 total mile



12. 265 SCHUURMAN RD is on the **right**.
Your destination is just past Old Post Rd N.

If you reach Barbin Way you've gone about 0.2 miles too far.

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Schindler Maintenance

SCHINDLER ELEVATOR CORPORATION

12 Walker Way
Albany, NY 12205-4946
Phone: 518-782-0744
Fax: 518-782-0949

Date: May 23, 2016

Estimate Number: KANN-AA8R3K (2016.3.2)

To:
Town Of Schodack
265 Schuurman Rd
Castleton On Hudson, NY 12033-9530

Building Name:
Town Of Schodack

Attn: Dawne Kelly

EQUIPMENT DESCRIPTION

Qty	Manufacturer	Equipment Application	Description	Rise/Length			Install#
				Openings	Capacity	Speed	
	Town Of Schodack 265 Schuurman Rd		Castleton On Hudson, NY 12033-3223				
1	Westinghouse	Hydraulic Passenger	Only Elev	4F/0R	3000	125	S2102663

SCHINDLER ELEVATOR CORPORATION ("Schindler", "we", "us") 12 Walker Way, Albany, NY 12205-4946, and TOWN OF SCHODACK, 265 Schuurman Rd, Castleton On Hudson, NY 12033-9530 ("you") agree as follows:

PREVENTIVE MAINTENANCE SERVICE

- Our preventive maintenance program performed in accordance with a maintenance schedule specific to your equipment and its usage
- Examine, lubricate, adjust, and repair/replace covered components
- Criteria for replacement of all wire ropes will be the appropriate factor of safety
- Prompt callback coverage
- Safety testing
- Customer friendly and responsive communications

PREVENTIVE MAINTENANCE PROGRAM

Our Preventive Maintenance Program, as described in this agreement will be performed in accordance with a maintenance schedule specific to your equipment. A Schindler technician will be assigned to you, and back up technicians are available as required to give you prompt service as required at all times. A Schindler account representative will be assigned to you, and will be your primary contact for communications regarding your agreement. Also available to you is our extensive technical support and parts inventory, at the site as needed, and local warehouses and our national Service Distribution Center available for express delivery in emergencies.

EXAMINE, LUBRICATE, ADJUST, AND REPAIR/REPLACE COVERED COMPONENTS

We will periodically examine, lubricate, adjust, and as needed or if usage mandates, repair, or replace the Covered Components listed below.

HYDRAULIC ELEVATORS

Basic components: Controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; packing, drive belts, strainers, functional components of car and corridor operating stations, hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, switches, door protection devices, and alarm bells.

We assume no responsibility for the following major components:

HYDRAULIC ELEVATORS

Major components: Exposed piping in the Machine Room & hoistway, motor, PC boards, pump unit, solid state devices, contactors, and valve rebuilds.

We assume no responsibility for the following items: hoistway door hinges, panels, frames, gates and sills; cabs and cab flooring; freight elevator door straps, cab doors, gates and removable cab panels; cab mirrors and handrails; power switches, fuses and feeders to controllers; emergency cab lighting; light fixtures and lamps; cover plates for signal fixtures and operating stations; card readers or other access control devices; smoke/fire alarms and detectors; pit pumps and alarms; cleaning of cab interiors and exposed sills; plungers, pistons, casings and cylinders; automatic ejection systems; all piping and connections except that portion which is exposed in the machine room and hoistway; guide rails; tank; emergency power generators; telephone service, communication devices; disposal of used oil; intercom or music systems; ventilators, air conditioners or heaters; adverse elevator operation as a result of machine room temperatures (including temperature variations below 60 degrees Fahrenheit and above 90 degrees Fahrenheit); media displays; computer consoles or keyboards; fireman's phones; exterior panels, skirt and deck panels, balustrades, relamping of illuminated balustrades; attachments to skirts, decking or balustrades; moving walk belts; pallets; steps; skirt brushes; sideplate devices; any batteries associated with the equipment; obsolete items, (defined as parts, components or equipment either 20 or more years from original installation, or no longer available from the original equipment manufacturer or an industry parts supplier, replaceable only by refabrication.) In the event that safety testing is performed by us at the start of the Agreement, and we find that critical safety components, such as the governor and/or safeties for traction equipment, and/or valves on hydraulic equipment, are not operating correctly, therefore resulting in unsafe conditions, you will be responsible to authorize the necessary repairs/replacements of this equipment, at your expense.

CLEANING

We will periodically clean the machine room, car top, and pit of debris related to our work in these areas.

TESTING OF SAFETY DEVICES

<u>Equipment</u>	<u>Test</u>	<u>Frequency</u>
Hydraulic	Pressure/Relief Valve	Annually

Our testing responsibilities do not include fees or charges imposed by local authorities in conjunction with witnessing, witnessing costs, inspecting, assisting inspection authorities, licensing or testing the Equipment including observation of testing by 3rd parties; changes in the testing requirements after the initial start date of this Agreement, or any other testing obligations other than as specifically set forth above, including, but not limited to seismic tests. Since these tests may expose the equipment to strains well in excess of those experienced during normal operation, Schindler will not be responsible for any damage to the equipment or property, or injury to or death of any persons, resulting from or arising out of the performance of these tests. Further, our testing responsibilities do not include performance, or the keeping of records related to, monthly firefighters service.

CUSTOMER FRIENDLY AND RESPONSIVE COMMUNICATIONS

Service dispatching will take place through our Schindler Customer Service Network (SCSN), which is staffed by qualified Schindler personnel, 24 /7. You will be provided with a customer identification number, which must be referenced when a call is placed for your facility. Our dispatchers will have access to your building's service call records, and will promptly relay the details of your call to the assigned technician.

You will also have access to Schindler Dashboard™, through Schindler's website, which gives you instant access to the performance history of your equipment covered by this Agreement.

ADDITIONAL COVERAGES

We will remotely monitor (if applicable) those functions of the Equipment described above which are remote monitoring capable. Our remote monitoring system ("SRM") will automatically notify us if any monitored component or function is operating outside established parameters. We will then communicate with you to schedule appropriate service calls. Monitoring will be performed on a 24 hour, 7 day basis and will communicate toll free with our Customer Service Network using dedicated elevator telephone service. The operation and monitoring of SRM is contingent upon availability and maintenance of dedicated elevator telephone service. You have the responsibility to install, maintain and pay for such telephone service, and to notify us at any time of any interruption of such telephone service. If requested, you will provide the proper wiring diagrams for the equipment covered. These diagrams will remain your property, and will be maintained by Schindler for use in troubleshooting and servicing the equipment.

CALLBACK RESPONSE TIME

We will perform the services during our regular working hours of regular working days, excluding elevator trade holidays. We will provide callback service during regular working hours. We will respond to callbacks within 24 hours of notification. If you authorize services or callbacks outside the scope of this agreement, you will pay us at our standard billing rates, plus materials not covered by contract, expenses and travel.

HOURS OF SERVICE

We will perform the services during our regular working hours of regular working days, excluding elevator trade holidays. The services include callbacks for emergency minor adjustment callbacks during regular working hours. If you authorize callbacks outside regular working hours, you will pay us at our standard billing rates, plus materials not covered by contract, expenses and travel. All other work outside the services will be billed at our standard billing rates. A request for service will be considered an "emergency minor adjustment callback" if it is to correct a malfunction or adjust the equipment and requires immediate attention and is not caused by misuse, abuse or other factors beyond our control. The term does not include any correction or adjustment that requires more than one technician or more than two hours to complete.

TERM

This Agreement commences on September 01, 2016, and continues until August 31, 2026, and shall renew (where permitted by applicable local law) for subsequent similar periods, unless terminated by either party upon written notice received by the other party at least 90 days prior to the above termination date or any renewal termination date, and not more than 120 days before the termination date.

PRICE

In consideration of the services provided hereunder, you agree to pay us the sum of \$203.00 per month, payable in annual installments of \$2,436.00, exclusive of applicable taxes, unless another payment frequency option is selected below.

PRICE ADJUSTMENT

The contract Price and labor rates for extra work will be adjusted annually in January. This adjustment will be based upon the local labor rate adjustment for the year in which it is adjusted, and will be increased or decreased on the basis of changes to the local straight time hourly rate for mechanics. If there is a delay in determining a new labor rate, or an interim determination of a new labor rate, we will notify you and adjust the price at the time of such determination, and we will retroactively bill or issue credit, as appropriate, for the period of such delay. We also reserve the right to adjust the contract price quarterly / annually on the basis of changes in other expenses such as fuel, waste disposal, government regulations or administrative costs. Should you elect to take the annual pre-payment option, the price adjustment date will default to coincide with the invoice date.

PAYMENT OPTIONS

(1) Please select a Method of Payment:

Direct Debit 1% Discount (Attach Copy of voided check)

Credit Card 3% Addition

Visa MC AMEX

Number: _____

Expiration Date: _____

Signature: _____

Check

Other: _____

(2) Please select a Payment Frequency (Other than Annual):

Semi-Annual 1% Addition

Quarterly 3% Addition

Monthly 5% Addition

The attached terms and conditions are incorporated herein by reference.

Acceptance by you as owner's agent or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

Proposed:

Accepted:

Kim Anderson _____

By: Kim Anderson

By: _____

For: Schindler Elevator Corporation

For: Town Of Schodack

Title: Sales Representative

Title: _____

Date: May 23, 2016

Date: _____

Approved:

By: Matthew Robbins

Title: Branch Manager

Date: _____

TERMS AND CONDITIONS

1. This is the entire Agreement between us, and no other terms or conditions shall apply. This service proposal does not void or negate the terms and conditions of any existing service agreement unless fully executed by both parties. No services or work other than specifically set forth herein are included or intended by this Agreement.

2. You retain your responsibilities as Owner and/or Manager of the premises and of the Equipment. You will provide us with clear and safe access to the Equipment and a safe workplace for our employees as well as a safe storage location for parts and other materials to be stored on site which remain our property, in compliance with all applicable regulations related thereto, you will inspect and observe the condition of the Equipment and workplace and you will promptly report potentially hazardous conditions and malfunctions, and you will call for service as required; you will promptly authorize needed repairs or replacements outside the scope of this Agreement, and observe all testing and reporting responsibilities based upon local codes. You will not permit others to work on the Equipment during the term of this Agreement. You agree that you will authorize and pay for any proposed pre-maintenance repairs or upgrades (including any such repairs or upgrades proposed during the first 30 days of this agreement), or we will have the option to terminate this Agreement immediately, without penalty to us. You agreed to post and maintain necessary instructions and / or warnings relating to the equipment.

3. We will not be liable for damages of any kind, whether in contract or in tort, or otherwise, in excess of the annual price of this Agreement. We will not be liable in any event for special, indirect or consequential damages, which include but are not limited to loss of rents, revenues, profit, good will, or use of Equipment or property, or business interruption.

4. Neither party shall be responsible for any loss, damage, detention or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, storms, riot, civil commotion, malicious mischief, embargoes, shortages of materials or workmen, unavailability of material from usual sources, government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of either party's suppliers or subcontractors, orders or instructions of any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Dates for the performance or completion of the work shall be extended by such delay of time as may be reasonably necessary to compensate for the delay.

5. You will assign this Agreement to your successor in interest, should your interest in the premises cease prior to the initial or any renewal termination date. If this Agreement is terminated prematurely for any reason, other than our default, including failure to assign to a successor in interest as required above, you will pay as liquidated damages (but not penalty) the full remaining amount due under this Agreement.

6. The Equipment consists of mechanical and electrical devices subject to wear and tear, deterioration, obsolescence and possible malfunction as a result of causes beyond our control. The services do not guarantee against failure or malfunction, but are intended to reduce wear and prolong useful life of the Equipment. We are not required to perform tests other than those specified previously, to install new devices on the equipment which may be recommended or directed by insurance companies, federal, state, municipal or other authorities, to make changes or modifications in design, or to make any replacements with parts of a different design. We are responsible to perform such work as is required due to ordinary wear and tear. We are not responsible for any work required, or any claims, liabilities or damages, due to: obsolescence; accident; abuse; misuse; vandalism; adverse machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit) or excessive humidity; overloading or overcrowding of the Equipment beyond the limits of the applicable codes; adverse premises or environmental conditions, power fluctuations, rust, or any other cause beyond our control. We will not be responsible for correction of outstanding violations or test requirements cited by appropriate authorities prior to the effective date of this agreement.

7. Invoices (including invoices for extra work outside the fixed price) will be paid upon presentation, on or before the last day of the month prior to the billing period. Late or non-payments will result in:

- (a) Interest on past due amounts at 1½% per month or the highest legal rate available;
- (b) Termination of the Agreement on ten (10) days prior written notice; and
- (c) Attorneys' fees, cost of collection and all other appropriate remedies for breach of contract.

8. If either party to this Agreement claims default by the other, written notice of at least 30 days shall be provided, specifically describing the default. If cure of the default is not commenced within the thirty-day notification period, this Agreement may be terminated. In the event of litigation, the prevailing party will be entitled to its reasonable attorneys' fees and costs. If you elect to modernize any or all of the Equipment during the term of this agreement, you will give us the option, within a reasonable time, to prepare an offer for the work and/or evaluate competitor proposals and compare scope of work and price. If we are unable to match price and scope of work, or present an alternative proposal, this Agreement may be canceled with ninety (90) days written notice.

9. Any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software (which is subject to a limited license for use in this building/premises/ equipment only), modems, source/ access/ object codes, passwords and the Schindler Remote Monitoring feature ("SRM") (if applicable) which we will deactivate and remove if the Agreement is terminated.

10. You will prevent access to the Equipment, including the SRM feature and/or dedicated telephone line if applicable, by anyone other than us. We will not be responsible for any claims, losses, demands, lawsuits, judgment, verdicts, awards or settlements ("claims") arising from the use or misuse of SRM, if it or any portion of it has been modified, tampered with, misused or abused. We will not be responsible for use, misuse, or misinterpretation of the reports, calls, signals, alarms or other such SRM output, nor for claims arising from acts or omissions of others in connection with SRM or from interruptions of telephone service to SRM regardless of cause. You agree that you will defend, indemnify and hold us harmless from and against any such claims, and from any and all claims arising out of or in connection with this Agreement, and/or the Equipment, unless caused directly and solely by our established fault.

11. Should this Agreement be accepted by you in the form of a purchase order, the terms and conditions of this Agreement will take precedence over those of the purchase order.

12. Schindler Elevator Corporation is insured at all locations where it undertakes business for the type of insurance. You agree to accept, named as certificate holder, in full satisfaction of the insurance requirements for this Agreement, our standard Certificate of Insurance. Limits of liability as follows:

- (a) Workers' Compensation - Equal to or in excess of limits of Workers' Compensation laws in all states and the District of Columbia.
- (b) Comprehensive Liability - Up to Two Million Dollars (\$2,000,000.00) single limit per occurrence, Products/Completed Ops Aggregate \$5,000,000.
- (c) Auto Liability - \$5,000,000 CSL.
- (d) Employer's Liability - \$5,000,000 Each Accident/Employee/Policy Limit.

2016-176

APPLICATION UNDER CHAPTER 80 OF THE TOWN CODE OF THE TOWN OF SCHODACK

Applicant hereby applies for a permit pursuant to Chapter 80 of the Town of Schodack Code pursuant to this Verified Petition.

Applicant, being duly sworn, deposes and says: 1. If individual:

Name N/A _____

Age: _____

Address: _____

If Corporation:

Name: **Goold Orchards, Inc.**

Names and addresses of Directors, Officers and Stockholders owning more than 5% of the number of shares outstanding:

**Goold Orchards, Inc.: 100 shares
Sue Goold Miller, sole shareholder
1283 Brookview Station Road
Castleton-on-Hudson, New York 12033**

If Partnership or Other Organization:

Name: _____

Address: _____

Ages of Each Individual Associated: 60

Set forth:

The name and address of the record owner of the real property upon which such event is to occur:

**Sue Goold Miller
Goold Orchards, Inc.
1297 Brookview Station Road
Castleton-on-Hudson, New York 12033**

The nature and interest of the applicant in such property: **long-term lease**

The proposed dates and hours of such event:

**October 8 & 9, 2016
9 AM to 5 PM daily**

The expected maximum and minimum numbers of persons intended to attend the event at any one time and collectively: maximum 500 people per hour, maximum 2,000 people on site at any one time.

3. Set forth:

The expected number of automobiles and other vehicles intended to use the property for such event: Our review of attendance figures from previous Festivals indicates that the average automobile brings 3.2 people for a maximum of 1250 cars per day. We have parking for 2,000 cars.

The purpose of the function, including nature of activities to be carried out and admission fees, if any, to be charged:

The Annual Apple Festival & Craft Show at Goold Orchards is a celebration of the arts and agriculture, the crafts and culture of the Capital Region. We offer a craft show, music and family entertainment, apple & pumpkin picking. Admission is Nine Dollars (\$9) for each adult. Children 12 and under are admitted free.

The names and addresses of all concessionaires and other persons providing any services or facilities under contract, lease or other arrangement for the event:

As of June 2016, we have four known food vendors: Diane Iadiciccio, 53 Crestwood Drive, Schenectady, NY 12306 and Mark Guido of Guido's Frozen Desserts, 160 Quail Street, Albany, NY 12203, The Corner Grill, 5004 Western Turnpike, Altamont NY 12009 and B&B Kettle Korn, 3 Allendale Road, Binghamton NY 13903.

4. Set forth a detailed drawing to scale showing the size of the property, the name(s) of the owner(s) of record of the adjoining properties, the streets or highways abutting said property, the size and location of any existing building or structures or facilities to be erected thereon, the placement of the proposed distribution of water, location of any parking areas and the means of ingress and egress, location of all service and other roads serving all areas associated with said event.

Please See Attached Map B

5. Set forth a detailed plan, statement and contract with drawings showing the method and location to be used for toilet facilities and for disposal and treatment of sanitary sewage.

Annually, we rent a sufficient number Portable Toilet Units, including handicap accessible units, and an appropriate number of hand-washing stations from a local vendor [Mountaintop]. Please see map B for location of facilities. The vendor is responsible for all disposal and treatment of sanitary sewage.

6. Set forth a detailed plan with a drawing showing a distribution and supply system for supply, storage and distribution of drinking water.

Goold Orchards has a water system inspected by the Rensselaer County Health Department. During the Festival, vendors sell bottled water for participant consumption. There are no livestock at the event near the water system.

7. Set forth a detailed plan with drawings showing the layout of parking areas off public roadways for automobiles and other vehicles and the methods of traffic control to be used.

We have 15 acres of open fields marked out for parking. The lots are laid out according to New York State Dept of Transportation specifications with 200 square feet of space for each vehicle. Allowing space for roadways we can park nearly 2000 vehicles.

Please see Map Attachment B

8. Set forth a detailed plan, contracts, or permits showing the facilities for, if applicable, food and alcoholic beverages with the means of service in said area as well as the disposal of said refuse generated therein.

Please see Attachment A
as a sample of our vendor contract.

8A. There is a Brookview Station-Uncork NY Wine tent offering sampling of wines from across New York State. Admission to the wine tent is free. In order to sample wine, persons 21-years of age and older are required to pay Eight Dollars (\$8) each. This tent is set apart from all other vendors.

Please see Festival map B

All patrons entering the tent must be at least 21 years of age, provide valid picture identification and have a wristband applied to them before they are allowed to enter the tent. Children ten and under accompanying their parents are exempted from being banded.

There is a 2-wristband system in place.

Green wristband—Over 21 and has paid admission to sample wine.

Flag Wristband—Over 21 and has not paid to sample wine but may enter to purchase wine for off-site consumption.

Please see Attachment E

9. Set forth a detailed plan, fully describing any private security personnel who will be engaged, citing the qualifications for such personnel.

We have not hired security personnel in the past. This is a daytime family event. We have not experienced significant behavioral problems. In the past, deputies have been onsite with a booth for the Rensselaer County Sheriff. Deputies have provided free child identification kits and assisted with any issues of concern from participants, such as parents separated from youngsters. The Rensselaer County Sheriff will be onsite again this year.

10. Set forth a plan providing for fire protection.

Our property is located within the Schodack Valley Fire Company district. They are located within a two (2) mile radius and are anticipated to be prepared to respond to any emergency within their district during the two-day event.

11. Set forth a plan for nursing, medical and ambulance service, setting forth the means and qualifications of all medical personnel which will be provided for the event prior to issuance of the permit.

The Castleton Volunteer Ambulance Company is located within a two (2) mile radius and is prepared to respond rapidly for any emergencies requiring transport. Additionally, it is our intent to have a first aid station on site, staffed by emergency medical technicians (EMTs), to assist with medical emergencies as they may arise.

12. Set forth the date upon which the Town of Schodack Planning Board approved a detailed plan for use of directional signs pursuant to Town Code Section 80-3

Since 1969 Goold Orchards has had an 8 foot by 12 foot directional sign at the intersection of Routes 9 & 20 and Route 150. In 2013, we were permitted to have service signs on I-90 at Exits 11 and 11E.

B. (11) Please see Attachment C, Waiver Request.

13. Set forth a statement from local fire and ambulance authorities having jurisdiction over the subject area pursuant to Town Code Section 80-3 B. (12).

We respectfully suggest that such a statement would be superfluous. Both Schodack Valley Fire Company and Castleton Volunteer Ambulance Company are located nearby and are prepared to respond to emergencies within their districts.

14. Set forth a detailed description of all insurance policies and bonds to be provided for the protection of the general public pursuant to Section 80-3 B.(13)

Please see Attachment D.

Set forth an authorized form subscribed by the owner of the real property upon which the event is to be held authorizing the Town of Schodack to go onto the property for the purpose of inspecting same to determine compliance with this chapter.

We are agreeable to inspection by the Town of Schodack at anytime.

15. The applicant agrees to specify in all advertisement and promotional endeavors to limitations on the number of tickets to be sold or otherwise issued as specified in the permit and will neither sell nor otherwise issue tickets at the site while the event is in progress.

We charge admission on site with two gates and four sale points to accommodate any heavy influx of people in a short time span. Parking is always free.

17. Set forth detailed plans for any amplifying equipment pursuant to Code Section 80-3 B. (16).

We have a contract for rental of necessary audio equipment. Sound systems will be provided for musical and other entertainment.

18. Set forth a detailed plan indicating all lights, other than permanent building lights, and measures to be taken to prevent exterior lighting from becoming visible across property lines.

This is a daytime event so no lights of any type will be used.

19. Set forth a plan showing that the proposed activities are adequately buffered.

In the past 27 years we have never had a complaint of any kind about noise at this event. The music typically ends by 4:30 PM.

20. If the applicant believes that there is good cause shown that certain conditions or requirements herein should not be applicable, the applicant shall so state in writing in this application setting forth a basis for the request to waive information contained herein.

Please see Attachment C, Waiver Request.

21. Applicant has filed an application with the NYS Labor Department for an Amusement Inspection or such permit is inapplicable.

Each year we meet with a representative of the NYS Dept of Labor, Division of Safety and Health. A representative is scheduled to return to the farm in October, just before the event to inspect tents falling under jurisdiction of this Department.

22. Applicant agrees to comply with all applicable codes, including the NYS Building Code for outdoor assembly, and to permit the Town Building Department access to inspect said use at all times.

Yes, we agree to this item.

23. Applicant has submitted a sworn statement by the promoters and/or landowners that no off-site parking will be permitted and that the promoters/landowners are liable for all costs to the Town and property owners in the event off-site parking is used by attendees of the event.

We agree that no off-site parking will be permitted.

24. Applicant has submitted a sworn statement by both the promoters and landowners that an application under Title 10, Part 18 of the NYCRR for EMS Operational Plans has been made and approved by the State. If the applicant does not fall under the jurisdiction of Part 18, applicant shall provide to the Town information required by Part 18 for any single event in excess of 2500 anticipated attendees.

We request a waiver from the EMS operational plans requirement because both the Castleton Volunteer Ambulance and the Schodack Valley Volunteer Fire Company are located nearby and rescue equipment should be available to respond throughout the event.

The Town Board shall, within forty (40) days after the application is filed with the Town Clerk either, grant in part or in whole, or deny the application. In the event the Town Board grants the application, the Town Clerk may not issue a permit until the applicant has furnished the following to the Town Clerk's Office:

- A. A comprehensive liability insurance policy insuring the Town against liability for damage to business or properties with limits not less than \$1,000,000.00 for bodily injury or death to one person or \$2,000,000.00 for bodily injury or death in one event and with limits of not less than \$1,000,000.00 for property damage pursuant to Town Code Section 80-4.

Please See Attachments C & D

- B. The applicant must also deposit with the Town Clerk cash or good surety company bond in a sum not less than \$100,000.00 or as the Board may reasonably require, pursuant to Code Section 80-4(b).

Please See Attachment C

- C. Upon application, the promoters and landowners must pay the permit fee of _____ as established by resolution of the Town Board at the beginning of the year for permission or who request a waiver from some or all of the provisions of Town Code Section 80.

Goold Orchards, Inc.

Shirley Harold Miller
Applicant Signature

State of New York):

)SS:

County of Rensselaer):

Sworn to before me this 27th
day of June, 2016.

Barry E. Secor
Notary Public, State of New York

BARRY E. SECOR
Notary Public, State of New York
Qualified in Rensselaer County
No. 4734895
Commission Expires 4-30-19

**MASS ASSEMBLY
PERMIT**

FOR OFFICIAL USE ONLY

The application by *Goold Orchards Inc*, 1297 Brookview Station Road, Castleton-on-Hudson, New York 12033, for the 28th Annual Apple Festival & Craft Show Mass Assembly permit for October 8-9, 2016 was approved/not approved/approved with conditions by the Town Board of the Town of Schodack on the _____ day of _____ 2016 per resolution

The Town Clerk certifies that the provisions of Section 80-4 of the Code of the Town of Schodack have been complied with and issued the permit on the _____ day of _____, 2016.

Donna L. Conlin, Town Clerk/CMC/RMC

Goold Orchards
1297 Brookview Station Road
Castleton-on-Hudson NY 12033

Food Vendor Contract Packet

Please complete this application, sign the contract and return it to the above address in order to confirm your space at the Festival. Payment and Contract must be received by Oct _____.

I/We hereby apply for a Food Vendor Space for the 28th Annual Apple Festival & Craft Show:

BUSINESS NAME _____

OWNER NAME _____

ADDRESS _____

EMAIL ADDRESS _____ ****Required****

CELL PHONE () _____ HOME PHONE () _____

HEALTH DEPARTMENT FOOD SERVICE PERMIT # _____

NEW YORK STATE SALES TAX ID# _____ (Attach Copy of Current Certificate)

Contract must include:

- Completed Application (Page 1)
- Executed Contract (Pages 2 & 3)
- Certificate of Insurance naming Goold Orchards, Inc., and Brookview Properties, LLC, as additional insureds

Please mail completed application, contract and payment to:

Goold Orchards, Inc.
1297 Brookview Station Road
Castleton-on-Hudson NY 12033

Questions? Please contact us:

Telephone: (518) 732-7317; Fax Line: (518) 732-2496

Email: sue@goold.com

Attachment 'A'

FOOD VENDOR RULES AND REGULATIONS

Goold Orchards has the full power to interpret and enforce these rules, conditions and regulations, and the power to make reasonable amendments thereto and to make such further reasonable rules and regulations necessary for the proper conduct of a safe, clean, well-regulated, family-oriented and attractive .

Grease spills will be the responsibility of the Food Vendor to clean and may also result in loss of cleaning deposit. The event will provide receptacles for grease and gray water. Nothing can be poured onto the grass or down storm drains including grease or gray water. Any violation of this could result in immediate expulsion from the Festival, loss of clean up deposit, and possible fines from the appropriate agencies. Food Vendors must furnish in-tent trash cans and must bag all trash and breakdown boxes for disposal. Any open flame cooking or generators usages require appropriate fire extinguishers at site. Festival is subject to Health Department inspection.

RENSSELAER COUNTY HEALTH DEPARTMENT FOOD SERVICE PERMIT / FOOD VENDOR SALES

Food Vendors shall obtain all necessary food service permits from the Rensselaer County Health Department [518-270-2660] and shall display said permit in their service area at all times. Food Vendors will conduct sales of products or goods direct with the Festival consumers and shall be entitled to retain 100% of the proceeds from these transactions. Food Vendors must furnish their own cash bank and credit card processing.

NYS SALES TAX

New York State Sales Tax is the sole responsibility of the Food Vendor. A current NYS Sales Tax Certificate must be displayed at all times.

ANIMALS/PETS

Animals and pets are not permitted on the Festival grounds, except in the case of service animals.

LIABILITY

The Food Vendor assumes entire responsibility and hereby agrees to protect, indemnify, defend and save Goold Orchards, Inc., and Brookview Properties, LLC, harmless from and against any and all claims, losses and damages to persons or property and attorney's fees arising out of or caused by Food Vendor's installation, removal, maintenance, occupancy or use of exhibit space. In addition, the Exhibitor acknowledges that Goold Orchards does not maintain insurance coverage covering Food Vendor's property and it is the sole responsibility of the Food Vendor to obtain such insurance, including, if desired, business interruption and property damage covering losses by the Food Vendor. Responsibility for the security of a Food Vendor's area, products and property rests solely with the Food Vendor.

ACTS OF GOD

Goold Orchards shall have no liability whatsoever for damage, of any nature, to any person, matter or thing resulting from storm wind or water, or other acts of God, or imminent threat thereof, nor from fire, strikes or lockouts.

INSURANCE

All Food Vendors are required to provide Goold Orchards proof of insurance for One Million Dollars (\$1,000,000) Liability coverage for the dates of October _____. You will be required to name Goold Orchards, Inc., and Brookview Properties, LLC, as additional insureds, with principal offices located at 1297 Brookview Station Road, Castleton-on-Hudson, New York 12033. Said Certificate of Insurance may be transmitted to Goold Orchards via Fax at (518) 732-2496, Email to sue@goold.com or via USPS to the above address on or before _____.

CONTACT

For more information about the Annual Apple Festival & Craft Show, please contact sue@goold.com or call (518) 732-7317.

VENDOR NAME _____

Describe Booth Area Requirements: _____ Tent Size of unit _____ X _____
Frontage Footage Depth Footage (Include Trailer Tongue)

FOOD VENDOR FEE – Please check appropriate space

_____ 10' X 30' Space \$ _____

_____ \$ _____ .00 picnic tent with tables and chairs

Electrical Hookup Required ADD \$50.00 PER WEEKEND

\$100.00 Clean Up Deposit (Required for EVERY VENDOR) – \$100. Please enclose as a separate check. It will not be cashed unless there is a verified issue at the conclusion of the Festival.

_____ Total Fee Enclosed

The payment is _____.

List any menu items you plan to sell (including price). Include additional pages or attach menu if necessary.

Do you have current One Million Dollars (\$1,000,000.00) liability insurance? (Circle one) Yes No

Do you utilize propane for your operation? (Circle one) Yes No

Will you be parking a vehicle at the Festival (one per location)? (Circle one) Yes No Description: _____

Water is not available. Please plan accordingly.

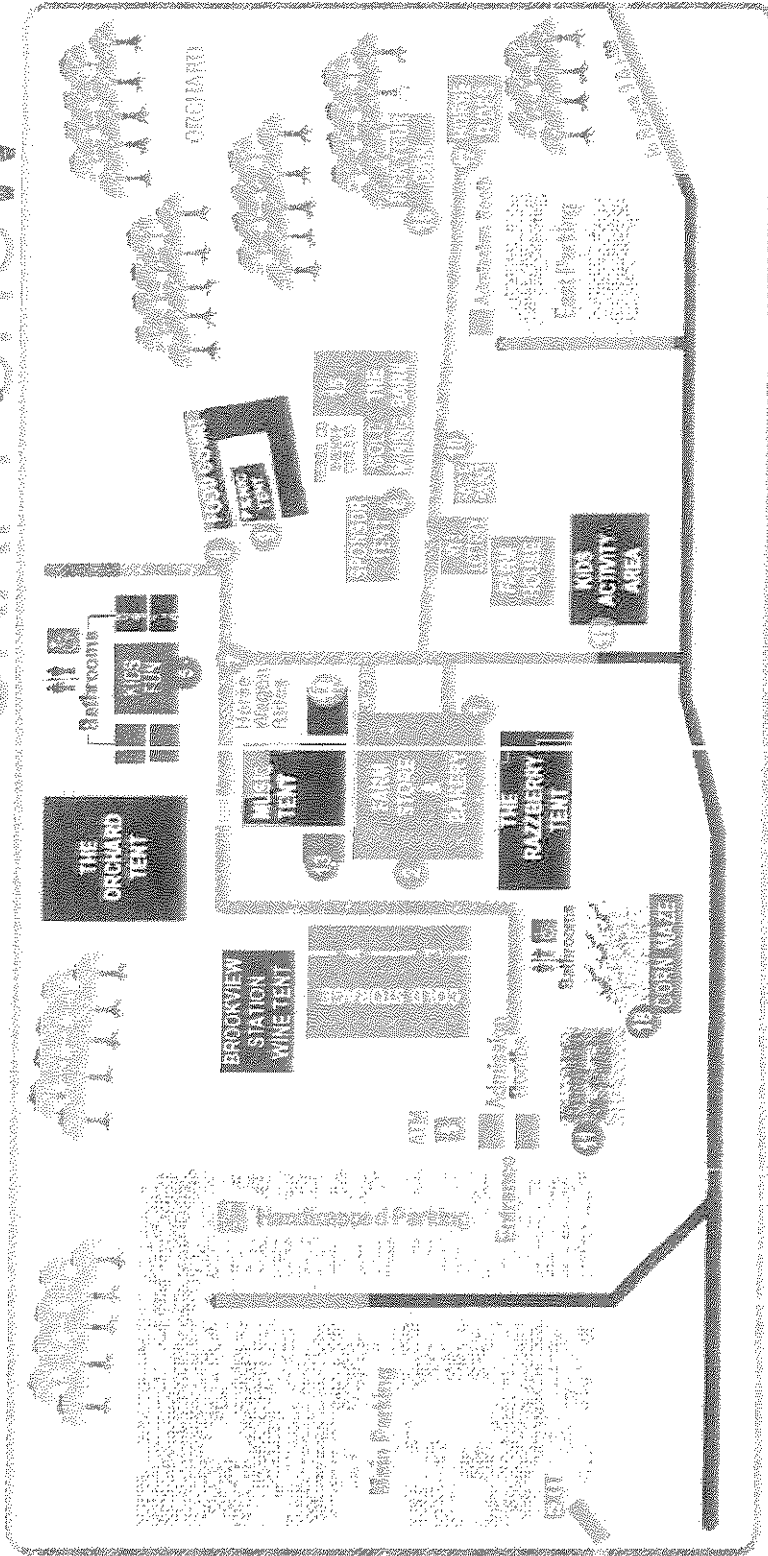
By signing below, you agree to all the Festival rules and regulations set forth herein.

PRINT NAME

SIGNATURE

DATE

APPLE FESTIVAL & CRAFT SHOW



- 1 FARM STORE & BAKERY
- 2 EXHIBITORS ROW
- 3 GOULD APPLE STAND & DISPLAY
- 4 GOULD APPLE STAND & DISPLAY
- 5 KIDS FUN ACTIVITY AREA
- 6 SPONSOR TENT, SAT. - OLDIES 93.5; SUN. - 89.5
- 7 HORS WAGON RIDES
- 8 FOOD COURT
- 9 PICNIC TENT BY BOB SANTORELLI
- 10 FACE PAINTING
- 11 THE PUMPKIN PATCH
- 12 KIDS ACTIVITY AREA & BOUNCE HOUSES
- 13 TEAM VENDORS
- 14 GOULD APPLE CAFE
- 15 VENDOR CO. SWEET CORN & BREAD
- 16 PICK-YOUR-OWN APPLES
- 17 HORSE RIDES
- 18 CORN MAZE

attachment 'B'

--ATTACHMENT C. WAIVER REQUEST--

We request that the following requirements of this permit be waived:

Item #12: Detailed plan for use of directional signals. Goold Orchards maintains year round directional signs from Routes 9 & 20 to our farm. We request a waiver from the requirement to seek approval from the Schodack Town Zoning Board of Appeals.

Item #22 (a) Goold Orchards currently has insurance coverage of \$500,000 for bodily injury or death to one person and \$2,000,000 (including our umbrella liability policy) for bodily injury or death in one event. We propose naming the Town of Schodack as an additional insured on this policy. Please see Attachment D.

Item #22 (b) Goold Orchards requests a waiver from the requirement for the deposit of \$100,000 cash or bond with the Town. We have held this event continuously for 27 years now and have a spotless record. The event has included participation of approximately 20 community and non-profit groups, including the Town of Schodack itself who have raised a great deal of money and support for themselves. Goold Orchards agrees to indemnify the Town against any damage to town property by festival vehicles, employee or participants. Goold Orchards also agrees to reimburse the town for any expense made necessary by the event. Please see Attachment E.

ATTACHMENT C.



CERTIFICATE OF LIABILITY INSURANCE

GOOLD-1

OF ID: KL

DATE (MM/DD/YYYY)

08/27/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ryan & Ryan Insurance Brokers 400 Stockade Drive Kingston, NY 12401-3874 Kathleen M. DiBella	CONTACT NAME: Kathleen DiBella PHONE (A/C, No, Ext): 845-340-0001 E-MAIL ADDRESS: kdibella@ryaninsure.com	FA# (A/C, No): 845-340-0002
	INSURER(S) AFFORDING COVERAGE	
INSURED Goold Orchards, Inc Goold Miller Properties LLC 1297 Brookview Station Rd Castleton, NY 12033	INSURER A: Countryway Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	F0750323	12/29/2015	12/29/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		CX750325	12/29/2015	12/29/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/M	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

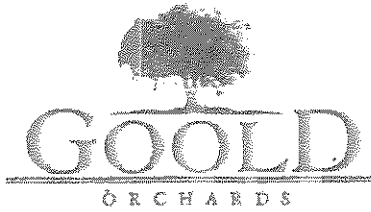
Certificate Holder is listed as additional insured required by written contract with respect to General Liability.

Event: Goold Orchards 28th Annual Apple Festival & Craft Show 10/08-09/16

CERTIFICATE HOLDER Town of Schodack 265 Schuurman Rd Castleton, NY 12033	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

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Attachment "D"



1297 Brookview Station Rd. Castleton, NY 12033
Ph.518-732-7317 Fax: 518-732-2496
Web site: www.goold.com

027124

003951

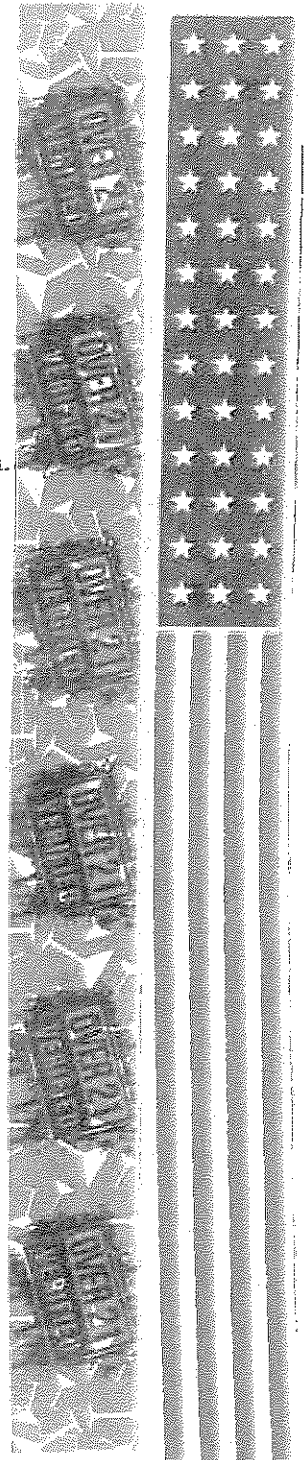
© 2007 WINE TASTING TENT
1-877-929-4422

ATTACHMENT E

Sample of ID wristbands used for the Wine Tasting Tent
MUST BE 21 – Age Verified by State issued photo id.

Green Bands- Over 21 Age Verified has paid for wine tasting.

Flag Bands- Age Verified -Non Tasting. May purchase for offsite consumption.



"E"



ENGINEERING • ARCHITECTURE • SURVEYING • PLANNING

July 5, 2016
VIA EMAIL & MAIL

Dennis Dowds, Supervisor
Town of Schodack
Schodack Town Hall
265 Schuurman Road
Castleton, New York 12033

Re: Professional Services Agreement
Addendum No. 2016-08
WQIP Grant Application
Town of Schodack, New York

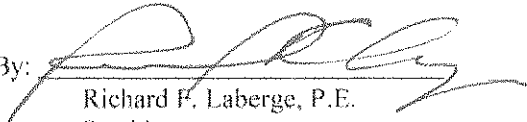
Dear Supervisor Dowds:

Transmitted herewith are three copies of our Professional Services Agreement Addendum No. 2016-08 for your review, comment and approval. Upon review and execution, please return one fully executed copy to our office.

Since this application is similar to the successful application submitted in 2013, we are able to prepare it at a lower cost than an application for a new project.

If you have any questions or comments, please contact our office.

Very truly yours,
LABERGE GROUP

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

RFL: cjb
Enc.

C: Nadine Fuda, w/enc. (via email only)
Dawne Kelley, w/enc. (via email only)
Paul Harter, Comptroller w/enc. (via email only)

\\.\ANBD\Schodack\Contract & Addendum Related\2016\XMIT Add 2016-08 WQIP Grant Application 07-05-16

CONTRACT ADDENDUM NO. 2016 – 08
(Water Quality Improvement Program (WQIP) Grant)

DATED: July 5, 2016

TO
Agreement for Professional Services
(Original agreement date: January 3, 2011)

The original Agreement, between Town of Schodack, Rensselaer County, New York, the OWNER and Laberge Group, the ENGINEER is hereby amended as follows:

This Addendum authorizes services concerning the preparation of a grant application to the NYS Department of Environmental Conservation Water Quality Improvement Program for MS4 Mapping. A grant of \$18,675 will be applied for and a Town match of \$6,225 will be required for a total project cost of \$24,900.

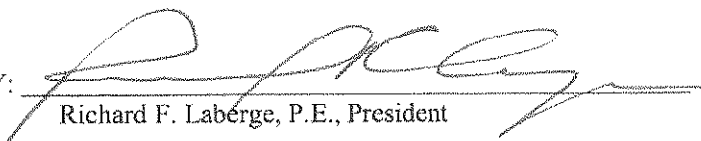
Grant writing services shall be performed on a lump sum basis of \$2,500 including normal reimbursable expenses.

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

TOWN OF SCHODACK

BY: _____
Dennis Dowds, Supervisor

LABERGE GROUP

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

2016-180



ENGINEERING • ARCHITECTURE • SURVEYING • PLANNING

July 5, 2016

VIA EMAIL & MAIL

Dennis Dowds, Supervisor
Town of Schodack
Schodack Town Hall
265 Schuurman Road
Castleton, New York 12033

Re: Professional Services Agreement
Addendum No. 2016-08
WQIP Grant Application
Town of Schodack, New York

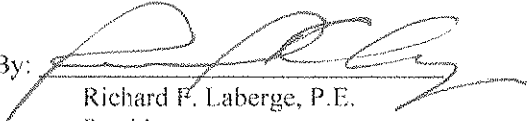
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If you have any questions or comments, please contact our office.

Very truly yours,
LABERGE GROUP

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

RFL: cjb
Enc.

C: Nadine Fuda, w/enc. (via email only)
Dawne Kelley, w/enc. (via email only)
Paul Harter, Comptroller w/enc. (via email only)

R:\NBD\Schodack\Contract & Addendum Related\2016\XMIT Add 2016-08 WQIP Grant Application 07-05-16

CONTRACT ADDENDUM NO. 2016 – 08
(Water Quality Improvement Program (WQIP) Grant)

DATED: July 5, 2016

TO
Agreement for Professional Services
(Original agreement date: January 3, 2011)

The original Agreement, between Town of Schodack, Rensselaer County, New York, the OWNER and Laberge Group, the ENGINEER is hereby amended as follows:

This Addendum authorizes services concerning the preparation of a grant application to the NYS Department of Environmental Conservation Water Quality Improvement Program for MS4 Mapping. A grant of \$18,675 will be applied for and a Town match of \$6,225 will be required for a total project cost of \$24,900.

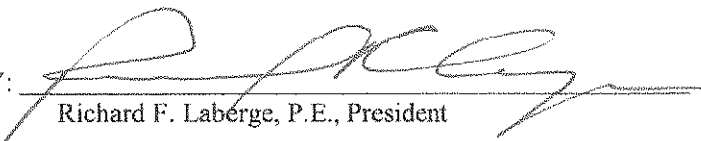
Grant writing services shall be performed on a lump sum basis of \$2,500 including normal reimbursable expenses.

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

TOWN OF SCHODACK

BY: _____
Dennis Dowds, Supervisor

LABERGE GROUP

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

2016-7) Adopt the following annual salaries schedule

Town Board Members	\$	10,000.00	
Town Justices	\$	30,438.00	
Court Officer	\$	21.31	/hour
Secretary to the Town Justice	\$	21.65	/hour
Secretary to the Town Justice	\$	14.98	/hour
Supervisor	\$	58,367.00	
Secretary to the Supervisor	\$	41,524.00	
Comptroller	\$	74,278.00	
Assistant Comptroller	\$	31.22	/hour
Accountant	\$	25.79	/hour
Human Resources Manager	\$	25.44	/hour
Receiver of Taxes	\$	36,126.00	
Deputy Tax Receiver	\$	16.56	/hour
Senior Tax Clerk	\$	13.29	/hour
Tax Clerk	\$	12.74	/hour
Budget Officer	\$	3,561.00	
Sole Assessor	\$	54,801.00	
Assistant to the Assessor	\$	35,136.00	
Data Collector	\$	13.58	/hour
Board of Assessment Review (BAR)- Chair	\$	552.00	¹
BAR Members	\$	462.00	¹
BAR- Secretary	\$	258.00	¹
Town Clerk	\$	57,984.00	
Deputy Town Clerk	\$	45,816.00	
Deputy Town Clerk	\$	35,136.00	
Deputy Town Clerk	\$	18.00	/hour
Records Coordinator	\$	25.17	/hour
Buildings/Janitorial	\$	19.52	/hour
Police Chief	\$	79,964.00	
Police Asst. Chief (part-time)	\$	20.84	/hour
Police Officers (part-time)	\$	19.81	/hour
Dog Control Officer	\$	14,523.00	
Highway Superintendent	\$	66,061.00	
Secretary to Highway Superintendent	\$	17.82	/hour
Secretary to Park	\$	17.82	/hour
Park Attendants	\$	13.43	/hour
Director of Youth and Recreation	\$	10,956.00	
Historian	\$	2,265.00	
Director of Transfer Station Operations	\$	52,208.00	
Park Manager	\$	19.18	/hour
Assistant Building Inspector	\$	30.03	/hour

2016-162) Authorize the following Town of Schodack Day Camp employees for the Summer Youth and Recreation Program as recommended by the Director of Youth and Recreation:

Site Directors: David Austin, Rebecca Cioffi, Bryan Lussier and Kara Taylor

Assistant Directors: Jacob Hill, Carolyn Morris and Pam Weidman

Assistant Director/Director of Special Education campers - Amanda Richards

Water Safety Instructor - Ryan Krupa

Lifeguards: Nicholas Bullinger, Matthew Christ, Richard Crist, Christopher Hayes, Cassandra Hunter and Michaela Rossetti

Arts and Crafts Director - Victoria Roberts

Transportation Director - Sarah Lussier

Pool Supervisor - Patrick Austin

Bus Aides: Sarah Freiss, Alexandra Hayes, Lauryn Krupa, Aubrey Racz, Garrett Renslow and Logan Samarija

Camp Nurse: Heather Brewer (Last 2 weeks at CES), Shannon Hibbs (Second week at CES), Kristina Macyowskie (First week at CES) and Deborah Sweet (All 4 weeks at MHMS)

Counselors:

CES #1: Bridget Bennett, DeAysia Cerrone, Gabe Dingman, Jillian Flood, Kerry Golden, Kristin McInerney, Kellen Nugent, Emily Roloson, Alaina Rosetti, Kylie Salerno, Jill Tedford, and Courtney Unser

CES #2: Lucas Bourdeau, Matthew Crawford, Alysa Kelly, John McHugh, Matt McHugh, Helena Mueller, Michaela Mueller, Jeremy Price, Noah Roberts, Kristine Probst, Alexandra Stuto, and Alec Yager,

MHMS #1: Genesis Alarado, Emily Bonesteel, Skylar Ricardi-Bushey, Erin Duffy, Tyler Giles, Megan Grandinetti, Reny Hoffman, Amanda Kern, Julia Keyosky, Samantha Muller, Matt Riordan, Justin Smith, and Adam Speno

MHMS #2: Meagan Bonesteel, Alysia Brunner, Haley D'Angelo, Shelby Gipp, Judsen Hoffman, Bryan Kern, Dylan Kolb, Michael Martin, Alex Pompykaj, Elizabeth Roberts, Ethan Samarija and Skylar VanAlstyne,

Substitutes: Monica Strain and Victoria Whimple

Summer Soccer – Dan Gillespie

Amend Res # 2016-7
to include
Assistant Director/
Director of Special
Education Campers
- Annual Salary
of \$2000.00

2016-170) Amend resolution 2016-162 adopted on June 9, 2016 to appoint the following Town of Schodack Day Camp employees for the Summer Youth and Recreation Program as recommended by the Director of Youth and Recreation:

Counselors, CES #1: Thomas Miller to fill vacancy of Jill Tedford
Substitutes: Greg Roe, Taylor Gerrain, Dylan Rossiter and Connor Eveland

TOWN OF SCHODACK	
2016 BUDGET REQUEST	
DEPT: Youth Programs	
BUDGET CODE: A7310	
PREPARER: S. Golden	
	Budget officer
	use only
	ADOPTED
Personal	
Recreation Director	10,956.00
4 Site Director @ \$3,400 each	13,600.00
3 Assistant Directors at \$1,700 each (\$17/hr)	5,100.00
1 Ass't Director/Special Needs Supervisor (ADA Act)	2,000.00
Pool Supervisor/Summer School Coordinator/Sports Coordina	3,000.00
Water safety Instructor	3,000.00
Camp Nurses - 2 @ \$2,600.00 each	5,200.00
Transportation Director	2,800.00
Arts and Crafts Director	2,000.00
6 lifeguards @ \$1,200 each (3 in 2010) (\$15/hr)	7,200.00
4 bus aides @ \$12/hr - 6.25 hrs/day - \$1,500 each	6,000.00
2 bus aides @ \$12/hr - 6.5 hours/day - \$1,560.00 each	3,120.00
52 counselors @ \$1,000.00 each (\$10/hr)	52,000.00
2 Pee Wee Wrestling Instructors @ \$500.00 each	1,000.00
Summer Soccer Instructor	800.00
Personal Total	117,776.00
Equipment	
Sports Equipment	1,000.00
Red Cross Swim Equipment	500.00
Swim Program wrist bands	300.00
Equipment Total	1,800.00
Contractual	
Pee wee Wrestling Building Rent	-
Building use for Day Camp - never billed for therefore removed	-
Soccer field rent - 2 X per week for 6 weeks	-
Transportation - 6 buses	38,000.00
Rent at the JCC-Pool	5,000.00
American Red Cross Training	1,000.00
Pee Wee Wrestling Supplies	1,500.00
Arts and Crafts Supplies	3,000.00
Tickets for counselors at MacHaydn Theater	250.00
Freeze Pops	1,000.00
Camp Nurse as needed for trips	3,500.00
US Postmaster	150.00
Lowe's	125.00
Nextel Phones	600.00
Sports and game supplies (\$1,000.00 moved from .2 above)	
First Aid Supplies	100.00
Newspaper ads for employment	250.00
Special Activities-in house presentations	12,000.00
Special Instructors/Activities for theme weeks-BB Coordinator	5,000.00
Contractual Total	71,475.00
TOTAL	191,051.00



781 Elmgrove Rd. • Rochester, NY 14624
 (855) GEN-CODE • (585) 328-1810
 FAX (585) 328-8189

CHANGE ORDER #SC1190_05192016
LASERFICHE AVANTE SYSTEM – ADDITIONAL PRODUCT

Client Name: Town of Schodack
Address: 265 Schuurman Road
 Castleton, NY 12033

Contact Person: Donna Conlin
Account Executive: Bruce Cadman
Date: 05-19-2016

Line Item Description	Model #	Quantity	Unit Price	Total
Base Software				
Avante Named Full User with Snapshot & Email	MNF05	1	\$500.00	\$500.00
Base Software Subtotal				\$500.00
Support				
LSAP Avante Named Full User with Snapshot and Email	MNF05B	1	\$110.00	\$110.00
Support Subtotal				\$110.00
Professional Services				
Remote Services		1	\$125.00	\$125.00
Professional Services Subtotal				\$125.00
Grand Total				\$735.00

LSAP fees shown herein are for a full year LSAP. As applicable, LSAP will be prorated to align with the existing LSAP anniversary date for the main system. Therefore, the LSAP amount on your invoice may be less than the amount shown here.

Remote Services include but are not necessarily limited to the following services: software order processing; project management; software implementation such as modification of server to reflect new license levels; installation or modification of server; client or scanning software; installation and/or configuration of add-on products, such as WebLink, Quick Fields or Workflow and configuration of hardware, such as scanners.

LSAP: 2nd year forward for this component is estimated to be: \$110.00*
 *subject to change based upon the then-current support prices for that year

Timeline: This service will be provided within 90 days from receipt of the signed Change Order.

Payment Terms: 100% on delivery of software and/or services.

Price Validity: Price is valid for 30 days from 05-19-2016.

(Client please fill out) Invoice for this Change Order to be sent to:

Department: _____ **Contact:** _____

CHANGE ORDER

This Change Order is subject to General Code's Content Management Solutions Terms & Conditions and to the License Agreements for the software referred to above, all of which are available at www.generalcode.com/TCdocs and are incorporated herein by reference, and client authorizes General Code to proceed with the project.

The prices and specifications in this Change Order are satisfactory and are hereby accepted. All work is to be performed under the same terms and conditions as specified in the original contract unless otherwise specified.

Town of Schodack, Rensselaer County, New York

Signature _____ Date _____

Name _____ Title _____

CHANGE ORDER

Laserfiche v 9 SQL Express Versions Recommended Minimum Client Workstation Specifications

Full User / Scanner Workstation:

CPU	Dual core 2.8 GHz or faster recommended
Minimum memory	3 GB or greater (Vista/Windows 7); 4 GB or greater (Windows 8 and Windows 10)
Operating System	Supported: Microsoft Windows Vista Business, Windows 7, Windows 8, Windows 10
Network Protocol	TCP/IP
Browser	Internet Explorer 9.0 and higher recommended
Hard Drive	Hard drive running at a minimum of 7,200 rpm 3 GB of free disk space for software and temporary files created during scanning
DVD/CD-ROM Drive	For installation purposes
Framework	.NET 4.5 (Client responsible for installing .NET 4.5 on workstations)
NIC	Access to the network server running Laserfiche
Monitor	17" monitor or better recommended for optimal viewing
USB Port or SCSI Controller	Available USB 2 port for scanner connection if the scanner will support a USB connection or Adaptec 2930 or 2940 SCSI Controller and Cable

"Light" User Workstation (e.g., primarily retrieval user):

CPU	Pentium IV 2GHz or better recommended
Memory	Operating System minimum or greater
Operating System	Supported: Microsoft Windows Vista Business, Windows 7, Windows 8, Windows 10
Network Protocol	TCP/IP
Browser	Internet Explorer 9.0 and higher recommended
Hard Drive	At least 1 GB of free disk space
DVD/CD-ROM Drive	For installation purposes
Framework	.NET 4.5 (Client responsible for installing .NET 4.5 on workstations)
NIC	Access to the network server running Laserfiche
Monitor	17" monitor or better recommended for optimal viewing