

Prepared for
 Schodack Highway Department
 Charles Peter
 charles.peter@schodack.org
 3776 US Highway 20
 Nassau, NY
 12123-1994, United States

Provided by
 Northeast IS, LLC
 rsapienza@northeast-is.com
 518-754-4623





Summary of services

Description	Customer total	
	One-time	Monthly
Services		
Unified Communications Services		\$145.00
Equipment	\$115.00	
Shipping	\$11.79	
Professional services & other items		
24-port PoE managed network switch	\$885.00	
Installation/Training/Removal of old system	\$680.00	
	Subtotal	\$1,691.79
	Surcharges & Other fees	\$27.86
	Estimated taxes	\$16.26
	TOTAL	\$1,824.04
	One-time	Monthly

Notes:
 1. This quote is for informational purposes only. It is not a contract. It is subject to change without notice. It is not a contract. It is subject to change without notice. It is not a contract. It is subject to change without notice.
 2. All charges are in US dollars. All charges are in US dollars. All charges are in US dollars. All charges are in US dollars.
 3. The charges of this quote are subject to change without notice. The charges of this quote are subject to change without notice. The charges of this quote are subject to change without notice.
 4. Taxes, if any, are included in the total price. Taxes, if any, are included in the total price. Taxes, if any, are included in the total price.
 5. This quote is for informational purposes only. It is not a contract. It is subject to change without notice.

Details

Main location 3776 US Highway 20, Nassau, New York 12123-1994

Description	Quantity	Unit price	Customer total	
			One-time	Monthly
Unified Communications Services				
CONNECT Essentials (3 yr) 3-year contract. One user license includes Cloud PBX with unlimited local and long distance calling, ability to connect 1 phone device plus mobile and desktop apps, Team Chat, File Sharing (5 GB/user), and Video Conferencing (4 web participants per meeting).	6	\$20.50		\$123.00
Geographic (local) number One local number is included for each UC user, WebFax, Auto Attendant and Resource/Fax line that is created	2	\$3.00		\$6.00
Fax Line (500 min) Used to enable fax machines, 500 minutes of outbound local fax calls included per month.	1	\$16.00		\$16.00
Equipment				
 Polycom OBi300 Fax Adapter The OBi300 Fax Adapter connects to your existing fax machine allowing you to send and receive faxes through the Cloud Phone System. Includes PSU and patch lead.	1	\$115.00	\$115.00	
 Yealink T54W Business Phone An IP desk phone with a 4.3-inch adjustable-tilt color display, dual Gigabit Ethernet ports, built-in Bluetooth and Wi-Fi and a USB port. Includes 10 physical line keys access 27 configurable positions for calls, presence or speed dial.	6	Free	Free	Free
Shipping				
3776 US Highway 20, Nassau, New York 12123-1994	—	—	\$11.79	
Taxes & Fees				
Surcharges & Other fees	—	—		\$27.86

Notes

- Your equipment may look different than what we show. It may be replaced with a newer model. Changes to prices, availability, or terms of service may occur without notice.
 - All prices are in US dollars. All prices are in US dollars. All prices are in US dollars. All prices are in US dollars. All prices are in US dollars.
 - All prices are in US dollars. All prices are in US dollars. All prices are in US dollars. All prices are in US dollars. All prices are in US dollars.
 - All prices are in US dollars. All prices are in US dollars. All prices are in US dollars. All prices are in US dollars. All prices are in US dollars.
 - Taxes and fees are based on the state where you are located. All taxes and fees are based on the state where you are located. All taxes and fees are based on the state where you are located.



AUDIO-VIDEO CORPORATION
 Your Communication Solutions Partner
 SINCE 1946

Audio-Video Corporation

FED ID #14-1426006
213 Broadway
Albany, NY 12204

Phone: (518) 449-7213 Fax: (518) 449-1205

Billing Address

Town of Schodack
Accounts Payable
265 Schuurman Road

Castleton NY 12033
USA

Original

SALES QUOTATION

Document Number	Document Date	Page
20473	08/08/22	1/3
Customer No.	Provisional No.	
c18116		
Your Contact	Payment Terms	
28 Keith Rivers	Pending Credit Approval	

Delivery Address

Charles Peter
Town of Schodack
Receiving
265 Schuurman Road
Castleton NY 12033

Digital Projection NYS Contract #PC67546

Description	Quantity	Contract Pricing	Price	Total
E-Vision LASER 5900 Projector, 1920 x 1200, 6000 Lumens w/1.15-1.9:1 Zoom Lens Item Code: 120-551 Manufacturer: Digital Projection	1	Digital Projection	4,450.95	4,450.95

Currency: \$

Shipping Type: **Best Way - Prepaid**

Quotation Subtotal:	\$ 4,450.95
Total Before Tax:	\$ 4,450.95
Total Tax Amount:	\$ 0.00
Total Amount:	\$ 4,450.95

Quotation Valid Until: 09/08/22

Subject to Shipping & Handling and Sales Tax if Applicable

EQUIPMENT WARRANTY:

All Warranties, Service and Technical Support provided through Audio-Video Corporation's Authorized Full Service Facility in Albany, NY.

Audio-Video Corporation

FED ID #14-1426006
213 Broadway
Albany, NY 12204
USA

Original

Document Number
20473

SALES QUOTATION

Document Date Page
08/08/22 **2/3**

Currency: \$

**THIS QUOTATION DOES NOT CONSTITUTE A SALES ORDER UNLESS SIGNED BY YOU, OUR CLIENT.
SEE TERMS AND CONDITIONS OF SALE ATTACHED.**

Accepted By

P.O. No.

Signature

Date

**Ship-to Address:
(if different than above)**

**Credit Card Info:
(if applicable)**

TERMS AND CONDITIONS OF SALE

AUDIO-VIDEO CORPORATION, (SELLER) and the purchaser of the items covered by this Sales Order whose name appears on the reverse side hereof, **(BUYER)**, agree that the following Terms and Conditions of Sale shall be applicable to this transaction, except as specifically superseded or amended by a typed statement in the body of this Quotation/Sales Order.

- 1. GENERAL** - The terms and conditions of this contract constitute the entire agreement and supersede all previous agreements between the parties. No provisions of purchase orders will prevail in conflict with these terms unless agreed to in writing by an Agent of **AUDIO-VIDEO CORPORATION**. This agreement shall be interpreted and governed by the laws of the State of New York, U.S.A. Buyer agrees that it may be served in: the State of New York and appoints the Secretary of the State of New York as his agent to accept Service of Summons.
- 2. DELIVERY** - Unless shown to the contrary within the body of this Quotation/Sales Order, all products are shipped F.O.B. Shipping Point of origin and BUYER shall pay all freight and delivery charges. Any special or non-customary handling charges by a carrier shall also be the responsibility of the BUYER. Damage and risk of loss of any nature after delivery shall be at BUYER'S sole risk. SELLER shall not be liable for any default or delay that, for any reason whatsoever, interferes with or impedes production or delivery of the products ordered. All promises of delivery are made in good faith and SELLER shall be diligent in its efforts to fulfill them. SELLER shall not, in any event, be liable for costs or damages for failure to meet the estimated delivery date whether reasonably foreseen or otherwise.
- 3. CREDIT** - Notwithstanding the terms stated herein, SELLER may either accelerate or withhold shipment, or both, at anytime that BUYER is in default or in the event that BUYER'S credit becomes unacceptable to SELLER'S credit department.
- 4. PAYMENT** - Payment shall be as provided on this Quotation/Sales Order. BUYER agrees to pay 1% per month interest on all amounts not paid when due. BUYER also agrees to pay any and all expenses incurred by **AUDIO-VIDEO CORPORATION** in the collection of past due amounts.
- 5. SECURITY** - **AUDIO-VIDEO CORPORATION** shall have the right, in addition to all other rights it may possess to withhold shipment in whole or in part, to recall goods in transit or to repossess all goods which might be stored with **AUDIO-VIDEO CORPORATION** for the BUYER'S account without the necessity of taking any other proceedings in the event of BUYER default(s) or adverse credit reason(s). The foregoing shall not be construed as limiting in any manner the rights or remedies available to **AUDIO-VIDEO CORPORATION** because of any default(s) of the BUYER under the applicable Uniform Commercial Code as in force and effect.
- 6. PRICES** - The prices quoted herein and/or and supplementary schedules, unless otherwise indicated, do not include installation or any sales, use, excise, or similar taxes levied by the United States, or any state in local subdivision thereof, or other governmental agency. BUYER covenants and agrees he shall pay either to SELLER or to the applicable governmental authority any such taxes in the amount applicable to the product or the transactions described in this instrument, and in the event of failure to do so, BUYER agrees to hold SELLER harmless from any claim, cost or expense as a result of failure to make such payment.
- 7. ERRORS** - SELLER reserves the right to correct clerical and typographical errors as well as any errors (of omission or commission), or misstatements by any **AUDIO-VIDEO CORPORATION** representative consistent with good business practice.
- 8. CUSTOM BUILT EQUIPMENT** - BUYER'S acceptance of the proposal and the receipt of BUYER'S down payment at **AUDIO-VIDEO CORPORATION, Albany, N.Y.** headquarters will constitute authorization to **AUDIO-VIDEO CORPORATION** to begin procurement of raw materials and fabrication for custom-built equipment. Materials procurement and/or fabrication shall not commence until the down payment, in the amount specified herein, has been received at **AUDIO-VIDEO CORPORATION, ALBANY, N.Y.**
- 9. CANCELLATION** - Cancellation of this order by BUYER shall obligate BUYER to pay a fifteen percent (15%) cancellation charge, plus all expenses incurred in commitments made by SELLER and all unrecoverable costs incurred by SELLER.
- 10. RETURN OF GOODS** - Acceptance of goods for return shall be made only with prior written authorization by SELLER and in accordance with SELLER'S standard policy relevant to restocking charges.
- 11. BREACH** - In the event of Breach of BUYER or termination of the contract by SELLER as a result of BUYER'S credit position, SELLER shall be entitled to recover loss of profits, termination or cancellation charges and all other damages obtainable under the Commercial Code of the State of New York and costs of collection including reasonable attorney's fees. Interest shall be awarded and paid at the rate of 12% per annum or the highest legal rate in the state of jurisdiction, whichever is lesser.
- 12. WARRANTY** - Any product supplied or service performed by **AUDIO-VIDEO CORPORATION** is warranted in regard to workmanship for the period provided in the equipment manufacturer's warranty. NO OTHER WARRANTY OR GUARANTEE EXPRESSED OR IMPLIED INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PURPOSE IS MADE UNLESS THE SAME IS SPECIFICALLY SET FORTH WITHIN THE BODY OF THIS QUOTATION / SALES ORDER. Insofar as equipment manufactured and/or fabricated by **AUDIO-VIDEO CORPORATION**, the liability of **AUDIO-VIDEO CORPORATION** shall be limited to written warranty policy specifically set forth within the body of this Quotation/Sales Order.
- 13. CLAIMS** - Claims for defective goods must be made within 30 days after receipt of shipment. Shipment is made at BUYER'S expense and risk and all claims for merchandise damage in shipment, or for undelivered merchandise must be made with the forwarder by the consignee. SELLER will not be responsible for shortages that are not reported within 10 days after receipt of shipment. SELLER shall have no liability for repair or replacement of equipment damaged in shipment or damaged as determined in the judgment of SELLER by neglect or misuse, willful or otherwise.
- 14. DAMAGES** - BUYER specifically agrees that SELLER shall not be liable for any damages, injury, loss of profit, delays or any other consequential or prospective loss or damage suffered through use of the equipment purchased herewith, or by reason of the equipment's failure to perform. BUYER further agrees that in any event, recovery against SELLER or the equipment manufacturer shall be limited to repayment of the purchase price upon return of equipment or to repair and replacement of defective parts, but such recovery shall not exceed the purchase price of the equipment unless otherwise stated in the body of this Quotation / Sales Order.
- 15. CONSTRUCTION** - In the event any provisions of this agreement is not enforceable, all other terms and provisions of this agreement, nevertheless shall remain in full force and effect.

2022-244



AUDIO-VIDEO CORPORATION
Your Communication Solutions Partner
SINCE 1946

Audio-Video Corporation

FED ID #14-1426006
213 Broadway
Albany, NY 12204

Phone: (518) 449-7213 Fax: (518) 449-1205

Billing Address

Town of Schodack
Accounts Payable
265 Schuurman Road

Castleton NY 12033
USA

Original SALES QUOTATION

Document Number: **20474** Document Date: **08/08/22** Page: **1/3**

Customer No.: **c18116** Provider/Ref No.:

Your Contact: **28 Keith Rivers** Payment Terms: **Pending Credit Approval**

Delivery Address

Charles Peter
Town of Schodack
Receiving
265 Schuurman Road
Castleton NY 12033

Description	Quantity	Contract Pricing	Price	Total
Ultimate Folding Screen w/HD Legs, CineFlax White XT700V Dual Surface, 97" x 152" (16:10), Case Item Code: 241326CD Manufacturer: Draper	1		2,314.00	2,314.00

Currency: \$

Shipping Type: **Best Way - Prepay & Charge**

Quotation Subtotal:	\$ 2,314.00
Total Before Tax:	\$ 2,314.00
Total Tax Amount:	\$ 0.00
Total Amount:	\$ 2,314.00

Quotation Valid Until: 09/08/22

Subject to Shipping & Handling and Sales Tax if Applicable

EQUIPMENT WARRANTY:

All Warranties, Service and Technical Support provided through Audio-Video Corporation's Authorized Full Service Facility in Albany, NY.

Audio-Video Corporation

FED ID #14-1426006
213 Broadway
Albany, NY 12204
USA

Original

Document Number

20474

SALES QUOTATION

Document Date

08/08/22

Page

2/3

Currency: \$

**THIS QUOTATION DOES NOT CONSTITUTE A SALES ORDER UNLESS SIGNED BY YOU, OUR CLIENT.
SEE TERMS AND CONDITIONS OF SALE ATTACHED.**

Accepted By

P.O. No.

Signature

Date

**Ship-to Address:
(if different than above)**

**Credit Card Info:
(if applicable)**

TERMS AND CONDITIONS OF SALE

AUDIO-VIDEO CORPORATION, (SELLER) and the purchaser of the items covered by this Sales Order whose name appears on the reverse side hereof, (BUYER), agree that the following Terms and Conditions of Sale shall be applicable to this transaction, except as specifically superseded or amended by a typed statement in the body of this Quotation/Sales Order.

1. **GENERAL** - The terms and conditions of this contract constitute the entire agreement and supersede all previous agreements between the parties. No provisions of purchase orders will prevail in conflict with these terms unless agreed to in writing by an Agent of **AUDIO-VIDEO CORPORATION**. This agreement shall be interpreted and governed by the laws of the State of New York, U.S.A. Buyer agrees that it may be served in the State of New York and appoints the Secretary of the State of New York as his agent to accept Service of Summons.
2. **DELIVERY** - Unless shown to the contrary within the body of this Quotation/Sales Order, all products are shipped F.O.B. Shipping Point of origin and BUYER shall pay all freight and delivery charges. Any special or non-customary handling charges by a carrier shall also be the responsibility of the BUYER. Damage and risk of loss of any nature after delivery shall be at BUYER'S sole risk. SELLER shall not be liable for any default or delay that, for any reason whatsoever, interferes with or impedes production or delivery of the products ordered. All promises of delivery are made in good faith and SELLER shall be diligent in its efforts to fulfill them. SELLER shall not, in any event, be liable for costs or damages for failure to meet the estimated delivery date whether reasonably foreseen or otherwise.
3. **CREDIT** - Notwithstanding the terms stated herein, SELLER may either accelerate or withhold shipment, or both, at anytime that BUYER is in default or in the event that BUYER'S credit becomes unacceptable to SELLER'S credit department.
4. **PAYMENT** - Payment shall be as provided on this Quotation/Sales Order. BUYER agrees to pay 1 % per month interest on all amounts not paid when due. BUYER also agrees to pay any and all expenses incurred by **AUDIO-VIDEO CORPORATION** in the collection of past due amounts.
5. **SECURITY** - **AUDIO-VIDEO CORPORATION** shall have the right, in addition to all other rights it may possess to withhold shipment in whole or in part, to recall goods in transit or to repossess all goods which might be stored with **AUDIO-VIDEO CORPORATION** for the BUYER'S account without the necessity of taking any other proceedings in the event of BUYER default(s) or adverse credit reason(s). The foregoing shall not be construed as limiting in any manner the rights or remedies available to **AUDIO-VIDEO CORPORATION** because of any default(s) of the BUYER under the applicable Uniform Commercial Code as in force and effect.
6. **PRICES** - The prices quoted herein and/or and supplementary schedules, unless otherwise indicated, do not include installation or any sales, use, excise, or similar taxes levied by the United States, or any state in local subdivision thereof, or other governmental agency. BUYER covenants and agrees he shall pay either to SELLER or to the applicable governmental authority any such taxes in the amount applicable to the product or the transactions described in this instrument, and in the event of failure to do so, BUYER agrees to hold SELLER harmless from any claim, cost or expense as a result of failure to make such payment.
7. **ERRORS** - SELLER reserves the right to correct clerical and typographical errors as well as any errors (of omission or commission), or misstatements by any **AUDIO-VIDEO CORPORATION** representative consistent with good business practice.
8. **CUSTOM BUILT EQUIPMENT** - BUYER'S acceptance of the proposal and the receipt of BUYER'S down payment at **AUDIO-VIDEO CORPORATION**, Albany, N.Y. headquarters will constitute authorization to **AUDIO-VIDEO CORPORATION** to begin procurement of raw materials and fabrication for custom-built equipment. Materials procurement and/or fabrication shall not commence until the down payment, in the amount specified herein, has been received at **AUDIO-VIDEO CORPORATION**, ALBANY, N.Y.
9. **CANCELLATION** - Cancellation of this order by BUYER shall obligate BUYER to pay a fifteen percent (15%) cancellation charge, plus all expenses incurred in commitments made by SELLER and all unrecoverable costs incurred by SELLER.
10. **RETURN OF GOODS** - Acceptance of goods for return shall be made only with prior written authorization by SELLER and in accordance with SELLER'S standard policy relevant to restocking charges.
11. **BREACH** - In the event of Breach of BUYER or termination of the contract by SELLER as a result of BUYER'S credit position, SELLER shall be entitled to recover loss of profits, termination or cancellation charges and all other damages obtainable under the Commercial Code of the State of New York and costs of collection including reasonable attorney's fees. Interest shall be awarded and paid at the rate of 12% per annum or the highest legal rate in the state of jurisdiction, whichever is lesser.
12. **WARRANTY** - Any product supplied or service performed by **AUDIO-VIDEO CORPORATION** is warranted in regard to workmanship for the period provided in the equipment manufacturer's warranty. NO OTHER WARRANTY OR GUARANTEE EXPRESSED OR IMPLIED INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PURPOSE IS MADE UNLESS THE SAME IS SPECIFICALLY SET FORTH WITHIN THE BODY OF THIS QUOTATION / SALES ORDER. Insofar as equipment manufactured and/or fabricated by **AUDIO-VIDEO CORPORATION**, the liability of **AUDIO-VIDEO CORPORATION** shall be limited to written warranty policy specifically set forth within the body of this Quotation/Sales Order.
13. **CLAIMS** - Claims for defective goods must be made within 30 days after receipt of shipment. Shipment is made at BUYER'S expense and risk and all claims for merchandise damage in shipment, or for undelivered merchandise must be made with the forwarder by the consignee. SELLER will not be responsible for shortages that are not reported within 10 days after receipt of shipment. SELLER shall have no liability for repair or replacement of equipment damaged in shipment or damaged as determined in the judgment of SELLER by neglect or misuse, willful or otherwise.
14. **DAMAGES** - BUYER specifically agrees that SELLER shall not be liable for any damages, injury, loss of profit, delays or any other consequential or prospective loss or damage suffered through use of the equipment purchased herewith, or by reason of the equipment's failure to perform. BUYER further agrees that in any event, recovery against SELLER or the equipment manufacturer shall be limited to repayment of the purchase price upon return of equipment or to repair and replacement of defective parts, but such recovery shall not exceed the purchase price of the equipment unless otherwise stated in the body of this Quotation / Sales Order.
15. **CONSTRUCTION** - In the event any provisions of this agreement is not enforceable, all other terms and provisions of this agreement, nevertheless shall remain in full force and effect.

2022-246

Capital District Flooring Installations

Quotation

Capital District Flooring Installations

NUMBER: 00005
DATE: 7/26/2022

Cell: 518-332-1701

CUSTOMER	JOB SITE / SHIP TO
Schodack Town Hall	265 Schuurman Road Castleton, NY 12033 518-479-7918 Contact: Steve Larson PH: 518-441-2887

SKU#/Item NO.	DESCRIPTION	QTY	UNIT	PRICE	TAX	AMOUNT
	Wall Base installation Base install	253.00	LF	1.00	0.00	253.00
	Removal of Existing Adhesive Adhesive Removal	2910.00	SF	0.30	0.00	873.00
	Floor Prep (Flat Fee)_Patch outlet covers Flat Repair Fee	2.00	EA	100.00	0.00	200.00
	Carpet tile Installation_Straight Install Monolithic Install	323.22	SY	5.00	0.00	1616.10

INSTRUCTION:
 1) Will take care of transition at vestibule doorway at no charge.
 2) Figured a flat fee of \$100.00 to cover all the skim coating around 17 metal Patches used to cover old outlets.
 3) After we remove and dispose of old adhesive we will include minor patching and skim coating to achieve a satisfactory condition to install the new flooring at no charge. (excluding item 2 above.)

NOTE: If after removing old adhesive, if there's any really serious prep work that needs to be done then additional materials and labor rates would apply. (ie. having to skim coat the entire area or if a floor primer ends up being required to give a warranted installation)

Labor	2942.10
Add-on	0.00
Subtotal	2942.10
Total	2942.10

TERMS AND CONDITIONS

TERMS: NET 30 DAYS, 1.5% COMPOUNDED ON OVERDUE INVOICES.

CUSTOMER ACCEPTANCE AND APPROVAL

Print Name and Title	Signature	Date
		7/26/2022



All Traffic Solutions Inc.
14201 Sullyfield Circle,
Ste 300
Chantilly, VA 20151
Phone: 814-237-9005
Fax: 814-237-9006
DUNS #: 001225114
Tax ID: 25-1887906
CAGE Code: 34FQ5

QUOTE Q-69883

DATE: 08/02/2022

PAGE
NO: 1

Mail Purchase
Orders to:
3100 Research Dr.
State College, PA
16801

Contract:
TX-BuyBoard608-20

Questions contact:
MANUFACTURER:
All Traffic Solutions

Julie Styskin
(866) 366-6602
x 250
jstyskin@alltrafficsolutions.com

Independent Sales Rep:

BILL TO:

Town of Schodack
265 Schuurman Road
Castleton NY 12033

SHIP TO:

Town of Schodack
265 Schuurman Road
Castleton NY 12033
Attn: Dawne Kelly

Billing Contact:

**PAYMENT
TERMS:**
Net 30

CUSTOMER: Town of
Schodack

CONTACT:(518) 477-7918

ITEM NO:	DESCRIPTION:	QTY:	EACH:	EXT. PRICE:
4000863	Shield 12B Speed Display; base unit w/ mounting bracket, Can be Upgraded to TrafficCloud	6	\$2,295.00	\$13,770.00
4000676	Solar battery kit, (Sh12,Sh15,SA18,iA18): 18Ah batt & enclosure, w/solar control	6	\$407.00	\$2,442.00
4000659	Solar panel, 50W; includes bracket for pole and harness	6	\$450.00	\$2,700.00
4001299	3 Year Warranty	6	\$0.00	\$0.00
4000641	Shipping and Handling Common Carrier	6	\$100.00	\$600.00
4000520	Violator Alert; White flash helps draw attention to the driver's speed	6	\$350.00	\$2,100.00
4001190	Discount - New Purchase	6	(\$200.00)	(\$1,200.00)

Special Notes:

**SALES
AMOUNT:** \$20,412.00

**TOTAL
USD:** \$20,412.00

Duration: This quote is good for 60 days from date of issue.

Shipping Notes: All shipments shall be FOB shipper. Shipping charges shall be additional unless listed on quote.

Taxes: Taxes are not included in quote. Please provide a tax-exempt certificate or sales tax will be applied.

Warranty: Unless otherwise indicated, all products have a one year warranty from date of sale. Warranty extensions are a component of some applications that are available at time of purchase. A Finance Charge of 1.5% per month will be applied to overdue balances. GSA GS-07F-6092R

Authorization: By Signing below, I indicate that my organization does not require a purchase order and I am authorized to commit my organization to this order.

Signature: _____ Date: _____

Print Name: _____ Title: _____



2022-249

July 12, 2022

VIA FEDEX

Town of Schodack, NY
265 Schuurman Rd.
Castleton, NY 12033

RE: Option and Lease Agreement dated July 8, 1995 (as heretofore amended and assigned, if applicable, and together with any related easements or other appurtenances, the "Lease Agreement") by and between The Town of Schodack ("Landlord" or "you"), and SBC Tower Holdings LLC, or one of its affiliates ("AT&T"); Location of Site: 10,000 square feet - Part of Tax Map No. 189-7-3.11

Dear Landlord:

AT&T and American Tower Asset Sub II, LLC have previously entered into that certain Lease and Sublease Agreement dated December 14, 2000 ("Master Agreement"), under which American Tower Asset Sub II, LLC or an affiliate or subsidiary of American Tower Asset Sub II, LLC (collectively, "American Tower") has the right to purchase certain assets from AT&T, including an assignment of AT&T's rights in the Lease Agreement to American Tower (the "Assignment").

On and after the effective date of the Assignment (the "Closing Date"), which is expected to be consummated in the third quarter of 2022, American Tower will become the "tenant" under the Lease Agreement. The actual Closing Date may be earlier or later. This letter, once signed, will act as Landlord's consent to the Assignment with respect to the Lease Agreement.

Accordingly, we ask that you please confirm your consent to the Assignment and your agreement to the provisions of this letter by signing where indicated below and returning it in the enclosed pre-paid federal express envelope.

If you have any questions about this letter or the Assignment, you may contact Douglas W. Dimitroff of Phillips Lytle LLP at (716) 847-5408. We ask that prior to mailing the signed letter to Mr. Dimitroff, you fax or email the counter-signed copy of this letter to Mr. Dimitroff at (716) 852-6100 or ddimitroff@phillipslytle.com.

Very truly yours,

SBC Tower Holdings LLC

By: 
Gram Meadors

Assistant Vice President Sourcing Operations

cc: Douglas W. Dimitroff, Esq.



Acknowledged, Consented and Agreed to as of _____, 2022:

Town of Schodack, NY

By: _____
Name:
Title:



Doc #10506643.1



Join us in Saratoga Springs By Hon. Barbara Seelbach, (T/Clinton)

NYSMA Director, Training and Education Committee Member, bseelbach@nycourts.gov

This year's Annual NYSMA Conference will be held in beautiful Saratoga Springs, New York, at the Saratoga Hilton from October 30 through to November 2, 2022.

Our Training and Education Committee, led by the tireless Hon. Edward Van Der Water, works year-round to select up-to-date and informative topics to present at the conference. The committee constantly endeavors to provide our membership with an engaging set of elective courses that are separate and distinct from the Core A and Core B programs provided by the Office of Court Administration. In deciding which topics to present, the committee considers current events, legal and legislative updates, and most importantly, the ideas and suggestions that we garner from our membership. We also strive to select qualified, knowledgeable instructors from across the state to ensure our members get the best training possible. The live presentations, which are often sprinkled with a healthy dose of questions and answers from our engaging colleagues and instructors, help bring the learning to life.

We understand the role of town or village justice provides little opportunity for judges to gather and discuss the practices, processes and stresses associated with the job. We know first-hand the complexities associated with the duties of the position and the inherent sense of isolation that comes along with it. The annual conference provides us with an opportunity to learn from each other and to engage in lively, fruitful discussions with our colleagues and instructors in a friendly and collegial atmosphere.

Cost can be a factor when considering whether or not a judge can or should attend the annual conference. Our Association has worked diligently to provide judges with scholarship opportunities to assist members with the costs. Alternatively, if your town or village provides you with a small budget for training, you may wish to consider traveling and/or sharing a room with a colleague. In addition, conference attendees who sign in and attend the annual meeting will receive reimbursement from the Office of Court Administration for mileage, tolls and a portion of one night of lodging.

We hope that you will consider attending the conference. However, if you are still unsure about the benefits of attending, or if you need help in securing a scholarship, please consider speaking to me or any of the members of the NYSMA Executive Board for assistance.



Attendance At This Conference is a Valid Town or Village Expense

You Must Receive Prior Approval To Attend

Section 77-b of the General Municipal Law authorizes the governing board of any municipality, by majority vote, to authorize any of its members, any officer or employee, or any other person who has been elected pursuant to law to a public office for which the term has not commenced, to attend a conference as defined in Section 77-b(c). The authorization must be by resolution adopted prior to such attendance (General Municipal Law §77-b[2]). The governing board, however, may delegate its power to authorize attendance to any executive officer or administrative board.

Your Registration Fee Can Be Reimbursed

Subdivision 3 of section 77-b provides that all actual and necessary registration fees, all actual and necessary expenses of travel, meals and lodging and all necessary tuition fees incurred in connection with attendance at a conference shall be a charge against the municipality and the amount thereof shall be audited, allowed and paid in the same manner as are other claims against the municipality.

New York State Reimburses a Portion of the Cost

The Office of Court Administration will reimburse each justice who attends the Annual Meeting on Monday afternoon for mileage, up to \$116.00 for one day's lodging and up to \$64.00 for certain applicable meals. These costs would lower the reimbursement required from your municipality. (Subject to change)

Need A Cash Advance?

In addition to the authorization in subdivision 3 to reimburse for expenses previously incurred, subdivision 6 of section 77-b expressly authorizes a municipality to provide for cash advances to persons duly authorized to attend a conference for estimated expenditures for registration fees, travel, meals, lodging and tuition fees. If an advance is provided, the officer or employee must submit an itemized voucher showing actual expenditures after attendance. Also money advanced in excess of actual expenditures must be refunded to the municipality. If an officer or employee fails to return such excess advance at the time of submitting the voucher or upon demand after audit of the voucher, the municipality shall deduct the amount of the unreturned excess advance from the salary or other money owed the officer or employee. Any itemized actual and necessary expenses in excess of the cash advance may be paid after audit.

Municipality Won't Pay? You Can Usually Deduct the Expense on Your Taxes

In most cases, expenses incurred in connection with attendance at this conference are qualifying work-related expenses. Depending on your individual circumstances, conference related expenses can be deducted on Schedule A if you itemize your deductions. We recommend that you discuss this with your tax preparer.

Does Your Town or Village Pay Your NYSMA Dues?

Pursuant to Op. St. Comp. 80-501, 10/29/80, with prior approval of your Town or Village Board, Association dues may be a legitimate charge against a town or village.

Important

PLEASE BE SURE TO FILL OUT THE STATE EXEMPTION CERTIFICATE ON THE HOTEL REGISTRATION FORM. (OTHERWISE YOU WILL BE BELLED FOR TAXES).

MAKE SURE YOUR MUNICIPAL PAYMENT VOUCHER IS ATTACHED TO THE HOTEL REGISTRATION FORM. THIS WILL AVOID ANY PROBLEM AT CHECK OUT TIME.



Dear Members:

All certified sitting justices who are members in good standing of NYSMA and attending the New York State Magistrates Association's Annual Meeting on Monday, October 31, 2022 at 4:30 pm may be reimbursed by the State through the Unified Court System for one 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, November 1, 2022.

In order to expedite registration, we urge you to pre-register.

FEES: Pre-Registration: \$75.00

On-site Registration: \$100.00

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 Manne 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 112th 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 112th Conference of the New York State Magistrates Association
The Saratoga Hilton - Saratoga Springs, 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: _____

Is this your first NYSMA Conference: Yes or No

Please choose one of the following for your materials for the conference: Printed or USB stick

NAME TAGS WILL BE PROVIDED

Please make checks payable to: NYSMA

Send to: 163 Delaware Avenue, Delmar, NY 12054

Fee: \$75.00 must be received by September 27, 2022 * Non-refundable after October 4, 2022



The Saratoga Hilton
534 Broadway, Saratoga Springs, NY 12866



RESERVATION INFORMATION
ARRIVAL: Sunday, October 30, 2022
DEPARTURE: Wednesday, November 2, 2022

All reservations must be made no later than **September 27, 2022**.

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

Fax: 518-584-7430 / Email: Saratogainfo@hilton.com

NYS Magistrates Association

Select Package Guest Room Rates & Occupancy:

 3 Nights Package
 Single Occupancy: \$889.26 + tax (13%)
 Double Occupancy: \$1286.52 + tax (13%)

Includes:

Accommodations on October 30th, October 31st & Nov 1st, 2022
Breakfast on Monday, Tuesday and Wednesday
Lunch on Monday and Tuesday
Dinner on Sunday and Tuesday

 2 Nights Package
 Single Occupancy: \$583.52+ tax (13%)
 Double Occupancy: \$839.04 + tax (13%)

Includes:

Accommodations on October 30th & October 31st, 2022
Breakfasts on Monday and Tuesday
Lunches on Monday and Tuesday
Dinner on Tuesday

A credit card number must be provided to guarantee and confirm your reservation, unless the form is accompanied by a Purchase Order.

of Rooms: _____ # of people per room: _____

Roommate's Name: _____

Arrival Date: _____ Departure Date: _____

Special Requests: _____

CC#: _____

Exp: _____ CVC# _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Email: _____

Fax or Scan and email to:

Fax: 518-584-7430 / Saratogainfo@hilton.com

Hilton's Parking Lot Discounted Parking Fee of \$5.00 per vehicle per night is not included

RESERVATION POLICIES

- If paying by Purchase Order, indicate on this form; PO must be sent in with this form, OR provided a minimum of two weeks prior to arrival.
- Provide your NYS tax exemption form when sending this form to hotel, or along with PO. (Purchase Order or Credit Card) Name on form must match the name on the NYS tax exemption form.
- Reservations must be received no later than **September 27, 2022**. Reservations received after that date will be accepted on a space and rate availability basis.
- Cancellations must be received 3 days prior to arrival date. *Cancellations after this date will result in one night's charge.*
- Check-in time is 3:00pm. Check-out time is 11:00am.
- The \$169.00 room rate will be offered, based on availability, to attendees two days before and two days after the conference dates.
- Guests staying on dates outside group's conference and/or are self-pay will be subject to tax.
- A conference rebate has been included in the package rate to offset the expenses of the conference
- Confirmation of your reservation will be emailed, or faxed using the information provided on this form.

**UNLESS ALL PROPERLY COMPLETED FORMS ARE
SUBMITTED BY SEPTEMBER 27, 2022,
RESERVATIONS WILL NOT BE PROCESSED**



Department of Taxation and Finance
New York State and Local Sales and Use Tax
Exemption Certificate
Tax on occupancy of hotel or motel rooms

ST-129
(2/18)

This form may only be used by government employees of the United States, New York State, or political subdivisions of New York State.

Name of hotel or motel		Dates of occupancy		
Address (number and street)		City	State	ZIP code
				Country

Certification: I certify that I am an employee of the department, agency, or instrumentality of New York State, the United States government, or the political subdivision of New York State indicated below; that the charges for the occupancy of the above business on the dates listed have been or will be paid for by that governmental entity, and that these charges are incurred in the performance of my official duties as an employee of that governmental entity. I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make these statements and issue this exemption certificate with the knowledge that this document provides evidence that state and local sales or use taxes do not apply to a transaction or transactions for which I tendered this document, and that willfully issuing this document with the intent to evade any such tax may constitute a felony or other crime under New York State Law, punishable by a substantial fine and a possible jail sentence. I understand that the vendor is a trustee for, and on account of, New York State and any locality with respect to any state or local sales or use tax the vendor is required to collect from me; that the vendor is required to collect such taxes upon request. I also understand that the Tax Department is authorized to investigate the validity of tax exemptions claimed and the accuracy of any information entered on this document.

Governmental entity (federal, state, or local)		Agency, department, or division		
Employee name (print or type)	Employee title	Employee signature	Date prepared	

Instructions

Who may use this certificate

If you are an employee of an entity of New York State or the United States government and you are on official New York State or federal government business and staying in a hotel or motel, you may use this form to certify the exemption from paying state-administered New York State and local sales taxes (including the \$1.50 hotel unit fee in New York City).

New York State governmental entities include any of its agencies, instrumentalities, public corporations, or political subdivisions.

Agencies and instrumentalities include any authority, commission, or independent board created by an act of the New York State Legislature for a public purpose. Examples include:

- New York State Department of Taxation and Finance
- New York State Department of Education

Public corporations include municipal, district, or public benefit corporations chartered by the New York State Legislature for a public purpose or in accordance with an agreement or compact with another state. Examples include:

- Empire State Development Corporation
- New York State Canal Corporation
- Industrial Development Agencies and Authorities

Political subdivisions include counties, cities, towns, villages, and school districts.

The United States of America and its agencies and instrumentalities are also exempt from paying New York State sales tax. Examples include:

- United States Department of State
- Internal Revenue Service

Other states of the United States and their agencies and political subdivisions do not qualify for sales tax exemption. Examples include:

- the city of Boston
- the state of Vermont

To the government representative or employee renting the room

Complete all information requested on the form. Give the completed Form ST-129 to the operator of the hotel or motel upon check in or when you are checking out. You must also provide the operator with proper identification. Sign and date the exemption certificate. You may pay your bill with cash, a personal check or credit/debit card, or a government-issued voucher or credit card.

Note: If you stay at more than one location while on official business, you must complete an exemption certificate for each location. If you are in a group traveling on official business, each person must complete a separate exemption certificate and give it to the hotel or motel operator.

To the hotel or motel operator

Keep the completed Form ST-129 as evidence of exempt occupancy by New York State and federal government employees who are on official business and staying at your place of business. The certificate should be presented to you when the occupant checks in or upon checkout. The certificate must be presented no later than 90 days after the last day of the first period of occupancy. If you accept this certificate after 90 days, you have the burden of proving the occupancy was exempt. You must keep this certificate for at least three years after the later of:

- the due date of the last sales tax return to which this exemption certificate applies; or
- the date when you filed the return.

This exemption certificate is valid if the government employee is paying with one of the following:

- cash
- personal check or credit/debit card
- government-issued voucher or credit card

Do not accept this certificate unless the employee presenting it shows appropriate and satisfactory identification.

Note: New York State and the United States government are not subject to locally imposed and administered hotel occupancy taxes, also known as local bed taxes.

Substantial penalties will result from misuse of this certificate.

152-2201

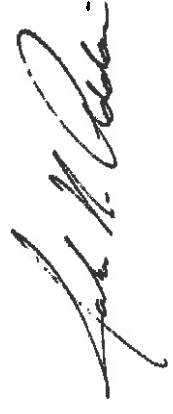
STATE OF NEW YORK

Be it known that

Thomas King

has successfully completed the requirements of a Basic Code Enforcement Training Program established by the Minimum Standards for Code Enforcement Personnel (19 NYCRR Part 1208) in the State of New York as a:

CODE ENFORCEMENT OFFICIAL



John R. Addario, P.E., Director
Division of Building Standards and Codes



**Building Standards
and Codes**

Certification No 0822-0380

To maintain this certification, such person must satisfy annual in-service training requirements and advanced in-service training.

