

Local Law Filing

Instructions

New York State Department of State
 Division of Corporations, State Records and Uniform Commercial Code
 One Commerce Plaza, 99 Washington Avenue
 Albany, NY 12231-0001
 www.dos.ny.gov

PLEASE OBSERVE THESE INSTRUCTIONS FOR FILING LOCAL LAWS WITH THE SECRETARY OF STATE

1. Each local law shall be filed with the Secretary of State within 20 days after its final adoption or approval as required by section 27 of the Municipal Home Rule Law. The cited statute provides that a local law shall not become effective before it is filed in the office of the Secretary of State.
2. Each local law to be filed with the Secretary of State shall be an original certified copy.
3. Each local law shall be filed on a form provided by the Department of State. If additional pages are required, they must be the same size as the form. Typewritten copies of the text may be attached to the form. Only legible copies will be accepted.
4. File only the number, title and text of the local law.
5. In the case of a local law amending a previously enacted local law, the text must be that of the law as amended. Do not include any matter in brackets, with a line through it, italicized or underscored to indicate the changes made. The printed number of the bill and explanatory matter must be omitted.
6. For the purpose of filing a local law with the Department of State, number each local law consecutively, beginning with the number one for the first local law filed in each calendar year. The next number in sequence should be applied to each local law when it is submitted for filing, regardless of its date of introduction or adoption. The date of filing of a local law is the date on which the local law is placed on file by the Department.

It is suggested that municipalities use introductory identifying bill numbers for proposed local laws. After the local law is enacted (and approved by the voters, if required), the local law should then be numbered with the next consecutive local law number, as described above, and then submitted to the Department for filing.

7. Each copy of a local law filed with the Secretary of State shall have affixed to it a certification by the Clerk of the County legislative body or the City, Town or Village Clerk or other officer designated by the local legislative body. Certification forms are provided herewith.
8. A copy of each local law may be mailed or delivered to:
 - NYS Department of State
 - Division of Corporations, State Records and Uniform Commercial Code
 - One Commerce Plaza, 99 Washington Avenue
 - Albany, NY 12231.

(DO NOT FILE THIS INSTRUCTION SHEET WITH THE LOCAL LAW.)

Local Law Filing

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

County City Town Village
(Select one:)

of Schodack

Local Law No. 4 of the year 2021

A local law Pursuant to Section 131 of the Marijuana Regulation and Taxation Act Opting Out of
(Insert Title)
Allowing Cannabis On-Site Consumption Establishments Within the Jurisdiction of the
Town of Schodack, New York

Be it enacted by the Town Board of the
(Name of Legislative Body)

County City Town Village
(Select one:)

of Schodack as follows:

Section 1. Title

The title of this Local Law shall be "A Local Law Pursuant to Section 131 of the Marijuana Regulation and Taxation Act Opting Out of Allowing Cannabis On-Site Consumption Establishments Within the Jurisdiction of the Town of Schodack, New York."

Section 2. Legislative Intent

It is the intent of this Local Law to exercise, on behalf of the Town of Schodack, the option provided under Section 131 of the Marijuana Regulation and Taxation Act to not allow cannabis on-site consumption establishments within the jurisdiction of the Town of Schodack.

Section 3. Authority

This Local Law is adopted pursuant to Section 131 of the Marijuana Regulation and Taxation Act, signed into law by Governor Cuomo on March 31, 2021, which expressly authorizes towns, cities, and/or villages to adopt a local law requesting the cannabis control board to prohibit the establishment of cannabis retail dispensary licenses and/or cannabis on-site consumption licenses within the jurisdiction of such town, city, and/or village.

(If additional space is needed, attach pages the same size as this sheet, and number each.)

Section 4. Cannabis On-Site Consumption Establishment Opt-Out

Pursuant to Section 131 of the Marijuana Regulation and Taxation Act, the Town of Schodack hereby exercises the option to not allow cannabis on-site consumption establishments within the Town of Schodack, and requests that the cannabis control board prohibit the establishment of cannabis on-site consumption licenses within the jurisdiction of the Town of Schodack.

Section 5. Permissive Referendum

This Local Law is subject to permissive referendum pursuant to and in accordance, with Section 131 of the Marijuana Regulation and Taxation Act and Section 24 of the Municipal Home Rule Law.

Section 6. Severability

If any section, clause or provision of this chapter or the application thereof to any persons is adjudged invalid, the adjudication shall not affect other sections, clauses or provisions or the application thereof that can be sustained or given effect without the invalid section, clause or provision or application, and to this end the various sections, clauses or provisions of this chapter are declared to be severable.

Section 7. Effective Date

This Local Law shall take effect immediately upon filing in the office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

1. (Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, in accordance with the applicable provisions of law.

(Name of Legislative Body)

2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer*.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) (repassed after disapproval) by the _____ and was deemed duly adopted on _____ 20____, in accordance with the applicable provisions of law.

(Elective Chief Executive Officer)*

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) (repassed after disapproval) by the _____ on _____ 20____.

(Elective Chief Executive Officer)*

Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on _____ 20____, in accordance with the applicable provisions of law.

4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) (repassed after disapproval) by the _____ on _____ 20____. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 20____, in accordance with the applicable provisions of law.

(Elective Chief Executive Officer)*

* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

5. (City local law concerning Charter revision proposed by petition.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the City of _____ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on _____ 20. __, became operative.

6. (County local law concerning adoption of Charter.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the County of _____ State of New York, having been submitted to the electors at the General Election of November _____ 20____, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph _____ above.

Clerk of the county legislative body, City, Town or Village Clerk or officer designated by local legislative body

Date: _____

(Seal)

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Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

County City Town Village
(Select one.)

of Schodack

Local Law No. 5 of the year 20²¹

A local law Pursuant to Section 131 of the Marijuana Regulation and Taxation Act Opting Out of
(Insert Title)
Allowing Cannabis Retail Dispensaries Within the Jurisdiction of the Town of
Schodack, New York

Be it enacted by the Town Board of the
(Name of Legislative Body)

County City Town Village
(Select one.)

of Schodack as follows:

Section 1. Title

The title of this Local Law shall be "A Local Law Pursuant to Section 131 of the Marijuana Regulation and Taxation Act Opting Out of Allowing Cannabis Retail Dispensaries Within the Jurisdiction of the Town of Schodack, New York."

Section 2. Legislative intent

It is the intent of this Local Law to exercise, on behalf of the Town of Schodack, the option provided under Section 131 of the Marijuana Regulation and Taxation Act to not allow cannabis retail dispensaries within the jurisdiction of the Town of Schodack.

Section 3. Authority

This Local Law is adopted pursuant to Section 131 of the Marijuana Regulation and Taxation Act, signed into law by Governor Cuomo on March 31, 2021, which expressly authorizes towns, cities, and/or villages to adopt a local law requesting the cannabis control board to prohibit the establishment of cannabis retail dispensary licenses and/or cannabis on-site consumption licenses within the jurisdiction of such town, city, and/or village.

(If additional space is needed, attach pages the same size as this sheet, and number each.)

Section 4. Cannabis Retail Dispensary Opt-Out

Pursuant to Section 131 of the Marijuana Regulation and Taxation Act, the Town of Schodack hereby exercises the option to not allow cannabis retail dispensaries within the Town of Schodack, and requests that the cannabis control board prohibit the establishment of cannabis retail dispensary licenses within the jurisdiction of the Town of Schodack.

Section 5. Permissive Referendum

This Local Law is subject to permissive referendum pursuant to and in accordance, with Section 131 of the Marijuana Regulation and Taxation Act and Section 24 of the Municipal Home Rule Law.

Section 6. Severability

If any section, clause or provision of this chapter or the application thereof to any persons is adjudged invalid, the adjudication shall not affect other sections, clauses or provisions or the application thereof that can be sustained or given effect without the invalid section, clause or provision or application, and to this end the various sections, clauses or provisions of this chapter are declared to be severable.

Section 7. Effective Date

This Local Law shall take effect immediately upon filing in the office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

1. (Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, in accordance with the applicable provisions of law.

(Name of Legislative Body)

2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer*.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) (repassed after disapproval) by the _____ and was deemed duly adopted on _____ 20____, in accordance with the applicable provisions of law.

(Name of Legislative Body)

(Elective Chief Executive Officer*)

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) (repassed after disapproval) by the _____ on _____ 20____.

(Name of Legislative Body)

(Elective Chief Executive Officer*)

Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on _____ 20____, in accordance with the applicable provisions of law.

4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) (repassed after disapproval) by the _____ on _____ 20____. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 20____, in accordance with the applicable provisions of law.

(Name of Legislative Body)

(Elective Chief Executive Officer*)

* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

5. (City local law concerning Charter revision proposed by petition.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20 _____ of the City of _____ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on _____ 20 _____ became operative.

6. (County local law concerning adoption of Charter.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20 _____ of the County of _____ State of New York, having been submitted to the electors at the General Election of November _____ 20 _____, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph _____ above.

Clerk of the county legislative body, City, Town or Village Clerk or officer designated by local legislative body

Date: _____

(Seal)

MEMORANDUM OF AGREEMENT

BY AND BETWEEN

THE TOWN OF SCHODACK

AND

UNITED PUBLIC SERVICE EMPLOYEES' UNION
(SCHODACK POLICE DEPARTMENT)

AND

THOMAS FINN and RICK ECKEL

This memorandum of agreement by and between the Town of Schodack ("Town") and the United Public Service Employees' Union ("UPSEU") and Thomas Finn and Rick Eckel shall set forth the parties' agreement relating to the appointment of Officer Finn and Officer Eckel as Officers in Charge on a temporary basis while the Town awaits the administration of the Civil Service Examination for a Sergeant position and the creation of a list of individuals who sat for such examination and are available for appointment to the Sergeant position.

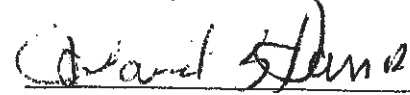
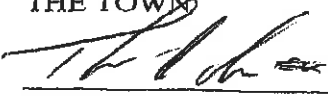
On a temporary basis while the Town awaits the administration of the Civil Service test for the Sergeant position and the creation of a list of individuals who can be appointed to such position, Officer Finn and Officer Eckel will be assigned as Officers in Charge of their shifts. In light of being assigned as Officers in Charge, Officer Finn and Officer Eckel will be provided the Sergeant differential set forth in Article 3.3 of the collective bargaining agreement between the Town and UPSEU. More specifically, Officer Finn and Officer Eckel will be provided the \$1,500.00 annual stipend per Article 3.3 of the collective bargaining agreement which will be paid out bi-weekly for the period of time they are serve as Officers in Charge.



Upon the administration of the Sergeant's exam and the creation of a list of eligible officers to be appointed to the Sergeant position, following the appointment of an officer to the Sergeant position by the Town, this memorandum of agreement will end; specifically, at that point in time, Officer Finn and Officer Eckel will no longer be provided the payment for the Officer in Charge stipends on a bi-weekly basis. More particularly, when the Town appoints an officer to the Sergeant position pursuant to the Civil Service Law exam/appointment list, the Office in Charge positions being held by Officer Finn and Officer Eckel will end and no additional payment of the pro-rated \$1,500.00 annual stipend will be made to Officers Finn and Eckel.

The parties recognize this agreement between the parties is non-precedential and only applies to the specific facts underlying the matter set forth herein.

This memorandum of agreement will be subject to formal approval by the Town Board.

Date: 11/30/21


THE TOWN

OFFICER FINN


UPSEU

OFFICER ECKEL

2021-303

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:

Joel Montross

Name of Seminar/Conf./Course:

Taser - Civilian S&K Prevention
4 Aris Drive Suite 103, Latham, NY
December 19, 2021
\$128.95

Location (Venue, City):

Dates of Seminar:

Cost of Seminar (Registration Fees):

<u>Travel Costs:</u>	<u># of Miles</u>	<u>Rate as of 1/1/21</u>	<u>Estimated Amount</u>
Mileage -	<u>34</u>	<u>\$ 0.560</u>	<u>\$ 19.04</u>
<small>Please include a copy of mapquest to estimate total mileage - this will be used as a guideline when your actual mileage is submitted for reimbursement.</small>			
Train/Bus/Plane	_____		
Town Vehicle	_____ Y _____ X X N		

Lodging:

Name of Hotel/Motel

n/a N/A

of Rooms

of Nights

Cost per night

Total Lodging Cost

\$ _____ -

Meals:

Included in seminar cost

_____ Y _____ X N

Estimated cost if you answered no above

Total estimated cost to attend:

128.95

Estimated cost per staff member*

(total cost divided by # of ppl attending)

Is the total cost budgeted?

_____ Y _____ X N

TB Resolution needed?*

If Yes, please document resolution #

_____ Y _____ N
#2021-_____

Department Head Approval

Supervisor Approval

* If the estimated cost per staff member is > \$250, then a TB resolution is required. Please plan ahead. A resolution is required prior to any town obligation 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.

2021-304



Partnership Request for Price Concurrence

Date Sent:	<u>December 21, 2021</u>	PLEASE UPDATE INFORMATION IF NEEDED
Contracting Agency:	<u>Town of Schodack</u>	
Customer Contact:	<u>Karen A. Vecchione</u>	
Job Title:	<u>Records Coordinator/RMC</u>	
Street Address:	<u>265 Schuurman Road</u>	
City, State Zip:	<u>Castleton, NY 12033</u>	
Phone: <u>518-477-7590</u>	Fax: _____	

Member Agency:	<u>Rehabilitation Support Services</u>	
Corporate Partner:	<u>Image Data</u>	
Description:	<u>Data Imaging Services</u>	
Location:	<u>Albany</u>	
	Imaging of 913 large format images @ \$2.19/image = \$1,999.47	
	Film creation of 20,000 frames @ \$.10/frame = \$2,000.00	
Proposed Price	<u>Estimated Total: \$3,999.47</u>	
If a Renewal, Current Contract #	_____	
Proposed Term:	<u>1/1/2022 – 6/30/2022</u>	

This form is not a contract; it is only an acknowledgment of your concurrence to the above proposed price. If requested a cost analysis can be provided for your review documenting the proposed cost of service.


Please Note: All contracts with Prevailing Wage Schedules issued on or after 8/1/2010 must contain escalation clauses for wages and supplemental benefits and other related costs dependent upon the annual NYS Department of Labor Published Prevailing Wage Schedules. All contracts with NYC Prevailing Wage Schedules must contain escalation clauses for wages and supplemental benefits and other related costs dependent upon the NYC Comptrollers Published Prevailing Wage Schedule

Contract Notes:

If you are in agreement with the proposed price, please sign this form as soon as possible and return by mail or fax. Upon receipt, NYSID will apply to the NYS Office of General Services for price approval if necessary. If you have any questions, please call NYSID Contract Administration at the number below. Please fax or mail to:

New York State Industries for the Disabled, Inc.	E-mail: <u>eburke@nysid.org</u>
ATTN: Eric Burke	Phone: <u>(518)-708-7453</u>
11 Columbia Circle Drive	Ext: <u>239</u>
Albany, NY 12203-5156	Fax: <u>(518)-455-0319</u>

	Authorized Signature: _____
NYSID Account Representative	Printed Name: _____
Eric Burke	Job Title: _____
	Date: _____

 See attached documents in lieu of signed form.



Today's Best Deals Best Sellers PCs & Monitors Year-End Sale LG OLED TV Deals Gift Cards Build To Order Browsing History

Shopping Cart (24 Items)

MOVE ALL TO WISH LIST REMOVE ALL EMAIL PRINT

ITEM QUANTITY LIMIT
 The quantity you entered has exceeded the item quantity limit.
 Shopping for business? Sign up for a business account then call (888) 482-6678 for volume purchasing options.
 Already have a business account, call (888) 482-6678 for assistance with your quantity needs.



Seagate IronWolf 125 SSD 2TB NAS Internal Solid State Drive - 2.5 Inch SATA 6Gb/s Speeds of up to 560 MB/s, 0.7 DWPD Endurance and 24x7 Performance for Creative Pro and...

5
Limit 5

\$1,499.95
(\$299.99 ea.)

Form Factor: **2.5"**
Capacity: **2TB**
Memory Components: **3D NAND**

MOVE TO WISH LIST SAVE FOR LATER REMOVE

Protection Plan Options

Add a Protection Plan, starting at **\$37.99** [Add](#)

Gift Wrap and Gift Message Options

Newegg's gift-wrap service is the ideal solution for making your gift special! Select your item as a gift, then add your message. [Add](#)



Seagate IronWolf Pro 10TB NAS Hard Drive 7200 RPM 256MB Cache CMR SATA 6.0Gb/s 3.5" Internal HDD ST10000NE0008

6
Limit 100

\$2,039.94
(\$339.99 ea.)

Interface: **SATA 6.0Gb/s**
Capacity: **10TB**
RPM: **7200 RPM**
Options: **256MB Cache**

MOVE TO WISH LIST SAVE FOR LATER REMOVE

Protection Plan Options

Add a Protection Plan, starting at **\$46.99** [Add](#)



Seagate IronWolf 510 1.92TB NAS SSD Internal Solid State Drive - M.2 PCIe for Multibay RAID System Network Attached Storage, 2 Year Data Recovery (ZP1920NM30011)

3
Limit 5

\$1,199.97
(\$399.99 ea.)

Form Factor: **M.2 2280**
Capacity: **1.9TB**
Memory Components: **3D NAND**



INSUFFICIENT ITEM STOCK
Sorry, we don't have enough stock on hand.



Today's Best Deals

Best Sellers

MOVE TO WISH LIST

SAVE FOR LATER

PCs & Monitors Year-End Sale

LG OLED TV Deals

Gift Cards

Build To Order

Browsing History

REMOVE

Protection Plan Options

Add a Protection Plan, starting at **\$49.99**

[Add](#)

Gift Wrap and Gift Message Options

Newegg's gift-wrap service is the ideal solution for making your gift special! Select your item as a gift, then add your message.

[Add](#)



QNAP TVS-H1288X-W1250-16G-US Diskless System Network Storage

2

\$5,639.98

Limit 20

(\$2,819.99 ea.)

Processor: **Intel Xeon**

Default/ Max. Memory: **16GB**

Included HDD Capacity: **Diskless System**

MOVE TO WISH LIST

SAVE FOR LATER

REMOVE

Protection Plan Options

Add a Protection Plan, starting at **\$259.99**

[Add](#)



QNAP RAM-16GDR4A0-UD-2400 16GB DDR4 RAM, 2400 MHz, U-DIMM, 288-pin

8

\$2,337.92

(\$292.24 ea.)

MOVE TO WISH LIST

SAVE FOR LATER

REMOVE

Protection Plan Options

Add a Protection Plan, starting at **\$37.99**

[Add](#)

Summary

Item(s):

\$12,717.76

Est. Delivery:

\$0.00

Apply Promo Code

Est. Total:

\$12,717.76



Sign up to get promo codes in your inbox. Year-End Sale LG OLED TV Deals Gift Cards Build To Order Browsing History

You will never miss exclusive savings for subscribers.

Enter your e-mail address

SIGN UP

View Latest Email Deals

DOWNLOAD OUR APP

- CUSTOMER SERVICE
MY ACCOUNT
COMPANY INFORMATION
TOOLS & RESOURCES
SHOP OUR BRANDS

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Today's Best Deals Best Sellers PCs & Monitors Year-End Sale LG OLED TV Deals Gift Cards Build To Order Browsing History

Shopping Cart (24 Items)

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5
Limit 5

\$1,499⁹⁵
(\$299.99 ea.)

Form Factor: **2.5"**
Capacity: **2TB**
Memory Components: **3D NAND**

MOVE TO WISH LIST SAVE FOR LATER

REMOVE

Protection Plan Options

Add a Protection Plan, starting at **\$37.99** [Add](#)

Gift Wrap and Gift Message Options

Newegg's gift-wrap service is the ideal solution for making your gift special! Select your item as a gift, then add your message. [Add](#)



Seagate IronWolf Pro 10TB NAS Hard Drive 7200 RPM 256MB Cache CMR SATA 6.0Gb/s 3.5" Internal HDD ST10000NE008

6
Limit 100

\$2,039⁹⁴
(\$339.99 ea.)

Interface: **SATA 6.0Gb/s**
Capacity: **10TB**
RPM: **7200 RPM**
Options: **256MB Cache**

MOVE TO WISH LIST SAVE FOR LATER

REMOVE

Protection Plan Options

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Seagate IronWolf 510 1.92TB NAS SSD Internal Solid State Drive - M.2 PCIe for Multibay RAID System Network Attached Storage, 2 Year Data Recovery (ZP1920NM30011)

3
Limit 5

\$1,199⁹⁷
(\$399.99 ea.)

Form Factor: **M.2 2280**
Capacity: **1.9TB**
Memory Components: **3D NAND**



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QNAP TVS-H1288X-W1250-16G-US Diskless System Network Storage

Processor: **Intel Xeon**
Default/ Max. Memory: **16GB**
Included HDD Capacity: **Diskless System**

2
Limit 20

\$5,639.98
(\$2,819.99 ea.)

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Add a Protection Plan, starting at **\$259.99**

[Add](#)



QNAP RAM-16GDR4A0-UD-2400 16GB DDR4 RAM, 2400 MHz, U-DIMM, 288-pin

8

\$2,337.92
(\$292.24 ea.)

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Protection Plan Options

Add a Protection Plan, starting at **\$37.99**

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Summary

Item(s): **\$12,717.76**
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Est. Total: **\$12,717.76**



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 Keywords

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TVS-H1288XW125016GUS - 12BAY TURBONAS 8X3.5 HDD+4X 2.5 SSD SATA 6G XEON W-1250 6CORE 12THR

Product Details:
[Enlarge](#)

Image may differ from the actual product of model# TVS-H1288XW125016GUS

QNAP
12BAY TURBONAS 8X3.5 HDD+4X 2.5 SSD SATA 6G XEON W-1250 6CORE 12THR

QNAP TVS-H1288X-W1250-16G SAN/NAS Storage System - Intel Xeon W-1250 Hexa-core (6 Core) 3.30 GHz - 8 x HDD Supported - 0 x HDD Installed - 12 x SSD Supported - 0 x SSD Installed - 16 GB RAM DDR4 SDRAM - Serial ATA/600 Controller - RAID Supported 0, 1, 5, 6, 10, 50, 60, Hot Spare, JBOD - 12 x Total Bays - 4 x 2.5" Bay - 8 x 2.5"/3.5" Bay - 3 x Total Slot(s) - 10 Gigabit Ethernet - HDMI - 5 USB Port(s) - Network (RJ-45) - QuTS hero 4.5.0 - TCP/IP, IPv4, IPv6, DHCP, DDNS, NAT, STP, HTTP, HTTPS

SKU#: 8NA463

UPC#: 00885022020430

Model#: TVS-H1288XW125016GUS MSRP: ~~\$2,749.00~~Our Price: **\$2,868.70**Availability: **Dropship / Preorder**

Qty: 1

**2021
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General Information:

Manufacturer: QNAP Systems**Manufacturer Part Number:** TVS-H1288XW125016GUS**Manufacturer Website Address:** <http://www.qnap.com>**Brand Name:** QNAP**Product Series:** TVS-hx88X**Product Model:** TVS-H1288X-W1250-16G**Product Name:** TVS-H1288X-W1250-16G SAN/NAS Storage System**Marketing Information:**

Intel® Xeon® W desktop QuTS hero NAS, ideal for high-speed media collaboration over Thunderbolt™ 3 and 10GbE virtual machine applications

The high-capacity TVS-h1288X features a powerful Intel® Xeon® W processor and allows for installing two QNAP QXP-T32P Thunderbolt™ 3 PCIe expansion cards (sold separately) to attain four Thunderbolt™ 3 ports, making it a perfect match for Thunderbolt™-equipped Mac® and Windows® users for high-speed media collaboration. The built-in 10GbE and 2.5GbE connectivity supports Port Trunking and failover to further satisfy bandwidth and reliability demanding business applications. Running the ZFS-based QuTS hero operating system, the TVS-h1288X supports block-level inline data deduplication and compression, near-limitless snapshots, real-time SnapSync, and read/write cache technologies, helping your business achieve reliable service-level

agreement performance, from creative workflows to file server, virtualization server, and efficient file backup and recovery applications.

Advertisement



- Attain quad-port Thunderbolt™ 3 connectivity by installing two QXP-T32P expansion cards in the PCIe Gen 3 x4 slots.
Note: QXP-T32P expansion cards are sold separately
- Two 10GBASE-T and four 2.5GbE LAN ports accelerate virtualization, intensive file access, large backup/restoration tasks, and media transfer.
- PCIe slots allow for installing 5/10/25/40GbE adapters, QM2 cards, or graphics cards to increase application performance.
- 4K media playback and real-time transcoding; directly output videos to an HDMI display (up to 4K @30Hz).
- Supports virtual machines and containerized apps, centralized storage, backup, sharing, disaster recovery, and storage expansion.
- Cloud storage gateways realize hybrid cloud applications by working with the cache space reserved on NAS to ensure low-latency data access to the cloud.

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[See Codes](#)

Six cores up to 4.7 GHz with up to 128 GB DDR4 ECC memory

Intel® Xeon® W processors are designed for a wide range of creative professionals. Powered by an Intel® Xeon® W-1250 6 cores/12 threads 3.3 GHz processor (Burst up to 4.7 GHz), the TVS-h1288X has enormous processing power to drive virtual machine performance. The integrated Intel® AES-NI encryption engine boosts encryption performance while also maintaining the security of NAS data. With dual-channel modules and 4 Long-DIMM slots, the TVS-h1288X's DDR4 ECC memory can be upgraded up to 128 GB for memory-intensive and complex multitasking workloads.

Streamline video editing and 4K workflows with Thunderbolt™ 3 connectivity

You can install two QXP-T32P Thunderbolt™ 3 expansion cards (sold separately) to the PCIe Gen 3 x4 slots of the TVS-h1288X and transform it into a Thunderbolt™ 3 NAS with quad-port Thunderbolt™ 3 connectivity. Up to four Thunderbolt™-equipped workstations can be connected to the TVS-h1288X to achieve greater teamwork efficiency in 4K workflows, file storage, backup, and sharing. An SLC/MLC SSD RAID 5 configuration is recommended for the highest possible performance and the best storage allocation for your NAS.

Thunderbolt™ 3 + 10Gb Ethernet: perfect for studios and post-production houses

The TVS-h1288X can simultaneously run general Ethernet services with the built-in 10GBASE-T LAN card in addition to the Thunderbolt™ 3 network, completely independently and with no bandwidth interference. The media resources in the TVS-h1288X can be easily accessed by Thunderbolt™ and Ethernet workstations for different concurrent tasks with increased productivity.

Product Type: SAN/NAS Storage System

Storage:

Number of Hard Drives Supported: 8

Number of Hard Drives Installed: 0

Number of Solid State Drive Supported: 12

Number of Solid State Drive Installed: 0

Flash Memory Capacity: 5 GB

Processor & Chipset:

Processor Manufacturer: Intel

Processor Type: Xeon

Processor Model: W-1250

Processor Core: Hexa-core (6 Core)

Processor Speed: 3.30 GHz

Memory:

Standard Memory: 16 GB

Memory Technology: DDR4 SDRAM

Network & Communication:

Ethernet Technology: 10 Gigabit Ethernet

I/O Expansions:

Number of Total Expansion Bays: 12

Number of 2.5" Bays: 4

Number of 2.5"/3.5" Bays: 8

Number of Total Expansion Slots: 3

Expansion Slot Type: PCI Express 3.0 x8

Expansion Slot Type: PCI Express 3.0 x4

Controllers:

Controller Type: Serial ATA/600

RAID Supported: Yes

RAID Levels: 0, 1, 5, 6, 10, 50, 60, Hot Spare, JBOD

Interfaces/Ports:

HDMI: Yes

Total Number of USB Ports: 5

Network (RJ-45): Yes

Number of Network (RJ-45) Ports: 6

Software:

Operating System: QuTS hero 4.5.0

Management & Protocols:

Protocols: TCP/IP

Protocols: IPv4

Protocols: IPv6

Protocols: DHCP

Protocols: DDNS

Protocols: NAT

Protocols: STP

Protocols: HTTP

Protocols: HTTPS

Protocols: TLS

Protocols: WEBDAV

Protocols: SSL

Protocols: SSH

Protocols: Telnet

Protocols: FTP

Protocols: CIFS/SMB

Protocols: AFP

Protocols: iSCSI

Protocols: SMSC

Protocols: SNMP
Protocols: LDAP
Protocols: UPnP
Protocols: SNMPv2
Protocols: SNMPv3
Protocols: NFSv3
Protocols: NFSv4
Protocols: SFTP
Protocols: TFTP
Protocols: SSL/TLS
Protocols: FXP
Protocols: MTP
Protocols: RSync
Protocols: PPTP
Protocols: L2TP
Protocols: IPsec
Protocols: SMTP
Protocols: DLNA

Power Description:

Maximum Power Supply Wattage: 550 W

Physical Characteristics:

Height: 9.2"
Width: 14.6"
Depth: 12.6"
Form Factor: Tower
Weight (Approximate): 24.85 lb

Miscellaneous:

Package Contents:

- TVS-H1288X-W1250-16G SAN/NAS Storage System
- 1 x 10GBASE-T Ethernet Cable
- 1 x Power Cord
- 24 x Flat Head Screws (for 3.5" HDD)
- 24 x Flat Head Screws (for 2.5" HDD)
- 2 x M.2 SSD Heatsinks
- 2 x Drive Tray Keys
- Quick Installation Guide (QIG)

Country of Origin: Taiwan

Warranty:

Limited Warranty: 3 Year



TVS-H1288XW125016GUS Image Gallery:





12BAY TURBONAS 8X3.5 HDD+4X 2.5 SSD SATA 6G XEON W-1250 6CORE 12THRTVS-H1288XW125016GUS

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Qnap TVS-H1288X High Speed 12-Bay Thunderbolt 3 NAS Enclosure, Intel Xeon W-1250 6-Core 3.3GHz, 16GB ECC UDIMM DDR4 RAM, No HDD

Model: TVS-H1288X-W1250-16G SKU: qn240730



1 of 2

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List Price: ~~\$3,166.38~~

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Quantity: 1

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- No Additional Warranty
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- 3 Year Product Repair +\$239.99 



Brand New, Never Restocked or Refurbished



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Ships from and sold by a third party. 

ResellerRatings

9844 REVIEWS



BBB Rating: A+

Product Overview

The Qnap TVS-H1288X High Speed 12-Bay Thunderbolt 3 NAS Enclosure, Intel Xeon W-1250 6-Core 3.3GHz, 16GB ECC UDIMM DDR4 RAM, No HDD is brand new.

Qnap TVS-H1288X High Speed 12-Bay Thunderbolt 3 NAS Enclosure, Intel Xeon W-1250 6-Core 3.3GHz, 16GB ECC UDIMM DDR4 RAM, No HDD

Our Service, Product Condition, and Warranty: Discount Bandit is a shopping service that matches buyers looking for a great deal to retailers. Retailers agree to sell only items in brand new condition including standard manufacturer warranty. Please see our [Frequently Asked Questions](#) for additional information.

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Specifications

Excellent 

Customers Also Viewed



Qnap

QNAP 2U 8-Bay NAS/iSCSI IP-SAN - AMD Ryzen V1000 series V1500B Quad-co Model: TS-873AU-RP-4G-US

~~\$2324.04~~
\$2112.74

Qnap

QNAP 12-Bay High-Performance Dual-2.5GbE NAS - AMD Ryzen V1500B Quad-C Model: TS-1273AU-RP-8G-US

~~\$2684.33~~
\$2440.30

QNAP 2U 12-Celeron C Model

CUSTOMER REVIEWS

Great price



Was able to get a great price on the product I needed. Great communication

- *CalmMoth-92983*

Verified Customer - December 19th, 21

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Excellent



2021-306

Dawne Kelly

From: Paul F. Gigante <pfg@escohvac.com>
Sent: Thursday, December 9, 2021 9:07 AM
To: Dawne Kelly
Subject: control panel

Dawn

Price to install new Johnson control in existing control panel. This panel controls the water source heat pump system. Boilers ,pumps ,tower.

To include:

- New Johnson controller
- Remove old and dispose
- Gut panel and rewire
- Wire new controller
- New relays and sensors
- Programing and commissioning

Total price for parts and labor \$6,500.00

Thanks
Paul

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Dawne Kelly

From: Geoffrey A Mohr <Geoffrey.A.Mohr@jci.com>
Sent: Friday, December 17, 2021 10:47 AM
To: Dawne Kelly
Cc: David Harris
Subject: Johnson Controls - Proposal
Attachments: Johnson Controls - Town of Schodack Proposal.pdf; Town of Schodack - OGS Pricing Form.pdf

Dawne,

Please find our attached proposal with everything priced per NYS OGS Contract PT68817 (supporting documentation attached).

With this job, we (JCI) would be carrying a subcontractor (as shown on the OGS form) who is a NYS registered MWBE organization and is listed on the NY OGS Contract as well.

You'll note that I do not have a "Bill To" populated on the proposal. This is due to us not having worked with you previously. We would need to fill out a couple quick forms to get that set up, should you decide to accept this proposal.

Keep in mind that our scope and any of our competitors may differ (which of course, impacts the price). Johnson Controls is supplying new sensors for the outdoor air, loop supply temperatures, flow switches and cooling tower status as the integrity of the existing equipment could be questionable due to its age. The materials are relatively inexpensive, but the labor to install and commission the devices does take our price up a little higher. Also, keep in mind that the panel we're installing is also groundwork for potential future build-up of the existing heat pump loop, with the controller having the ability to pull in the multiple thermostats throughout the building and begin having true schedules, setbacks and really reigning in energy usage and spend.

Certainly, if you have any questions – I'm here to help and answer whatever I can. I'm sure that one of the questions is going to be around material availability. I have that question out to our team on that already and as soon as I have an answer, I can let you know.

Hope to hear from you soon - Your feedback is appreciated!
Have a great weekend!

Regards,

Geoff Mohr
Account Executive – Owner, HVAC – Albany, NY
Building Technologies & Solutions
[Johnson Controls](#)

+1 518 605 4949 cell
+1 518 451 2701 fax
geoffrey.a.mohr@jci.com
www.johnsoncontrols.com

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****New address****

Johnson Controls
1399 Crescent Vischer Ferry Rd

Clifton Park, NY 12065
USA



ALBANY
 1399 Crescent Vischer Ferry Rd
 Clifton Park, NY 12065
 Contact: Geoff Mohr

PRICING PER NYS CONTRACT
 NO. PT88817

JOHNSON CONTROLS, INC.

CUSTOMER NAME

JCIQuote Number:

DATE: December 15, 2021

REV DATE:

FACILITY: Town of Schodack
 COUNTY: Rensselaer
 OGS REGION NUMBER: 5
 BLDG NAME & NUMBER: Schodack Town Hall
 PROJECT NAME: Schodack Town Hall - Water Loop Controller
 PROJECT NUMBER: N/A

PAGE 1

NYS CONTRACT ITEMS PRICING

QTY	MODEL	DESCRIPTION	NYS NET PRICE (EACH)	NET TOTAL	NYS CONTRACT LINE NUMBER
1	TE-6313P-1	TEMP SENSOR; 1000 OHM, NI (GSA SCHEDULE ITEM)	\$ 20.90	\$ 20.90	52467
1	RR10NN	PILOT RELAY, 10A, SPDT	\$ 14.38	\$ 14.38	51114
1	RR10NN	PILOT RELAY, 10A, SPDT	\$ 14.38	\$ 14.38	51114
1	CSDSC-C50100L0	CURR SW SELF CAL CLMP (GSA SCHEDULE ITEM)	\$ 49.52	\$ 49.52	42657
1	CSDSC-C50100L1	CURR SW SELF CAL CLMP (GSA SCHEDULE ITEM)	\$ 79.16	\$ 79.16	42658
1	TE-631AM-2	WELL TEMP SEN 6" 1K NI (GSA SCHEDULE ITEM)	\$ 16.81	\$ 16.81	52481
2	F261KAH-V01C	LIQUID FLOW SWITCH (GSA SCHEDULE ITEM)	\$ 109.86	\$ 219.72	44215
1	M4-CGM09090-0	18 PT CNTL GENPRP, MSTP (GSA SCHEDULE ITEM)	\$ 526.77	\$ 526.77	48034
1	MS-DIS1710-0	RMT DISPLAY FOR NCE, FEC (GSA SCHEDULE ITEM)	\$ 210.68	\$ 210.68	48645
1	PAN-ENC2436WDP4	24X36X9.25 ENC+DOOR+PNL (GSA SCHEDULE ITEM)	\$ 432.89	\$ 432.89	50147
1	PAN-PWR8P	PANEL POWER SUPPLY 96VA (GSA SCHEDULE ITEM)	\$ 111.76	\$ 111.76	50172
1	MS-IOM4711-0	IOM4711,IOM 17 POINT (GSA SCHEDULE ITEM)	\$ 355.05	\$ 355.05	48697
			NYS MATERIAL Sub-Total Page 1		\$2,054.02



Town of Schodack - Town Hall Water Control Panel
Quote Prepared by Geoffrey Mohr
12/17/2021



PROPOSAL

Account Information

Bill To:

Quote Reference Number: 1-1EKBJZPJ
Project Name: Town of Schodack - Town Hall Water Control Panel
Site: TOWN OF SCHODACK
265 SCHUURMAN RD
CASTLETON ON HUDSON NY 12033
Branch Info: JOHNSON CONTROL ALBANY NY BURLINGTON VT CB - 0N66
Attn: Dawne Kelly

Customer Information

Name: Dawne Kelly

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work, subject to credit approval By Johnson Controls, Inc. Milwaukee, WI.
We propose to furnish the materials and/or perform the work below for the net price of: \$14,709.62

This proposal is valid through: 01/14/2022

Johnson Controls Inc.

Signature: _____
Name: _____
Title: _____
Date: _____
PO: _____

Signature: _____
Name: _____
Title: _____
Date: _____

Proposal Overview

Benefits/Scope of Work: Supply and install complete Johnson Control Metasys retrofit of failed McQuay Water Control Panel for control of heat pump loop
Scope Includes:
Label and remove all wires from existing panel
Install new panel and pull wires into panel
New Panel includes CGM Controller, I/O Module, 96VA Transformer, 96VA Power Supply, remote display - all mounted in 24x36 metal enclosure
Isolate loop - Provide and install new paddle-style flow switches into existing wells
Provide and install replacement Outdoor Air Sensor
Provide and install new loop water temperature sensors (re-use existing wells)
Write customized software/program to control loop per standard building use - including the implementation of schedules to maximize energy/cost savings.

Exclusions:

- 1.Labor or material not specifically described above is excluded from this proposal.
- 2.Unless otherwise stated, any and all overtime labor is excluded from this proposal.
- 3.Applicable taxes or special freight charges are excluded from this proposal

(IMPORTANT): This proposal incorporates by reference the terms and conditions which are attached to this document. All work is to be performed Monday through Friday during normal Johnson Controls, Inc. (JCI) business hours unless otherwise noted. This proposal, or any accepted alternates, are hereby accepted by Customer, and JCI is authorized to proceed with the work; subject, however, to credit approval by JCI, Milwaukee, Wisconsin.

TERMS AND CONDITIONS

By accepting this proposal, Customer agrees to be bound by the following terms and conditions:

1. SCOPE OF WORK. This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. Disinfecting of chiller condenser and cooling tower water systems and components for biohazards, such as but not limited to Legionella, are excluded unless otherwise specifically stated in this agreement. In-line duct and piping devices, including, but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by JCI, shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Customer agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Customer shall not back charge JCI for any costs or expenses without JCI's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any language or provision of the agreement elsewhere contained which may authorize or empower the Customer to change, modify, or alter the scope of work or services to be performed by JCI and shall not operate to compel JCI to perform any work relating to Hazards or Biohazards, such as but not limited to Legionella, without JCI's express written consent.

2. INVOICE AND PAYMENTS. JCI may invoice Customer monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Customer shall pay JCI at the time Customer signs this agreement an advance payment equal to 10% of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due hereunder. Unless otherwise agreed to by the parties, payment is due to JCI upon Customer's receipt of JCI's invoice. Invoicing disputes must be identified by Customer in writing within 21 days of the date of the invoice. Payment of any disputed amounts are due and payable upon resolution of such dispute.. Failure to make payments when due will give JCI, without prejudice to any other right or remedy, the right to: (i) stop performing any services, withhold deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or terminate this agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Lien waivers will be furnished upon request, as the work progresses, to the extent payments are received.

3. MATERIALS. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.

4. EQUIPMENT WARRANTY. JCI warrants that equipment manufactured or labeled by JCI shall be free from defects in material and workmanship arising from normal usage for a period of one year. No warranty is provided for third-party products and equipment installed or furnished by JCI. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and JCI will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not installed by JCI shall be borne by Customer. These warranties shall not extend to any equipment that has been abused, altered, misused or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty date decals have been removed or altered. Customer must promptly report any failure of the equipment to JCI in writing.

5. LIMITED WARRANTY. JCI warrants its workmanship or that of its agents (Technicians) in relation to installation of equipment for a period of ninety (90) days from date of installation. Customer shall bear all labor costs associated with replacement of failed equipment still under JCI's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All warranty labor shall be executed on normal business days during JCI normal business hours. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL JCI BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF EQUIPMENT OR THE PERFORMANCE OF SERVICES. JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

6. LIABILITY. To the maximum extent permitted by law, in no event shall JCI and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to you or any third party under any cause of action or theory of liability even if advised of the possibility of such damages, for any: (a) special, incidental, consequential, punitive, or indirect damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings, or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. In any case, the entire aggregate liability of the JCI Parties under this proposal for all damages, losses, and causes of action (whether in contract, tort (including negligence), or otherwise) shall be limited to the amounts payable to JCI hereunder.

7. TAXES. The price of this proposal does not include duties, sales, use, excise, or other taxes, unless required by federal, state, or local law. Customer shall pay, in addition to the stated price, all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Customer with any tax payment certificate upon request and after completion and acceptance of the work.

8. DELAYS. JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond JCI's control, including but not limited to; acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Customer, Owner, or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.

9. COMPLIANCE WITH LAWS. JCI shall comply with all applicable federal, state, and local laws and regulations, and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits a permanent nature shall be procured and paid for by the Customer.

10. PRICING; PAYMENT. JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. Customer shall pay all invoices

when due in accordance with the payment terms provided for herein, and such payment is a condition precedent to JCI's obligation to provide products or perform services hereunder.

11. DISPUTES. All disputes involving more than \$15,000.00 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorneys' fees incurred as a result. Nothing here shall limit any rights under construction lien laws.

12. INSURANCE. Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.

13. INDEMNITY. The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, by the negligent act or omission of the indemnifying Party.

14. CUSTOMER RESPONSIBILITIES. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Johnson Controls secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

15. FORCE MAJEURE. JCI shall not be liable, nor in breach or default of its obligations under this proposal, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this proposal, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under this proposal. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in this proposal due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Customer is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

16. OCCUPATIONAL SAFETY AND HEALTH. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of the, Occupational Safety and Health Act relating in any way to the project or project site.

17. ONE-YEAR CLAIMS LIMITATION. No claim or cause of action, whether known or unknown, shall be brought against JCI more than one year after the claim first arose. Except as provided for herein, JCI's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

18. JCI CONNECTED EQUIPMENT SERVICES. Certain equipment sold hereunder includes by default JCI's Connected Equipment Services. Connected Equipment Services is a data-analytics and monitoring Software platform that uses a cellular or network connection to gather equipment performance data to assist JCI in advising Customer on (and Customer in better understanding) such equipment's health, performance or potential malfunction. If Customer's equipment includes Connected Equipment Services, such services will be on by default and the remote connection will continue to connect to Customer's Equipment through the full equipment lifecycle, unless Customer specifically requests in writing that JCI disable the remote connection or JCI discontinues or removes such remote connection. For more information on whether your particular equipment includes Connected Equipment Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal, or purchase documentation or talk to your JCI sales representative. If Customer's equipment includes Connected Equipment Services, JCI will provide a cellular modem or other gateway device ("Gateway Device") owned by JCI or Customer will supply a network connection suitable to establish a remote connection with Customer's applicable equipment to permit JCI to use Connected Equipment Services to perform first-year and extended warranty services as well as other services, including troubleshooting, quarterly health reports, remote diagnostic and monitoring and aftermarket services. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using Connected Equipment Service's mobile or web app. Any Gateway Devices provided hereunder shall remain JCI's property, and JCI may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Customer does not permit JCI to connect via a connection validated by JCI for the equipment or the connection is disconnected by Customer, and a service representative must therefore be dispatched to the Customer site, then the Customer will pay JCI at JCI's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative. JCI disclaims any obligation to advise Customer of any possible equipment error or malfunction. **Customer acknowledges that, while Connected Equipment Services generally improve equipment performance and services, Connected Equipment Services does not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that JCI shall not be responsible for any injury, loss, or damage caused by any act or omission of JCI related to or arising from the monitoring of the equipment under Connected Equipment Services.**

19. SOFTWARE AND DIGITAL SERVICES. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

20. Privacy. **JCI as Processor:** Where JCI factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply. **JCI as Controller:** JCI will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with JCI's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

21. ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.

22. CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon JCI unless accepted by JCI in writing.