

**RETAINER AGREEMENT
FOR
DEPUTY TOWN ATTORNEY/TRAFFIC PROSECUTOR SERVICES**

This Retainer Agreement for Deputy Town Attorney/Traffic Prosecutor Services (“Agreement”) is made and entered into by and between the LAW OFFICES OF PHILIP J. DANAHER, ESQ., and the TOWN OF SCHODACK (the “Town), a municipal corporation of the State of New York.

RECITALS

A. Philip J. Danaher, Esq., is a firm in the general practice of law with extensive municipal experience, and is fully able to carry out the duties described in this Agreement.

B. The Town desires to contract with Philip J. Danaher, Esq., to provide contract legal services to the Town as an independent contractor and not as a Town employee.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth in this Agreement, Philip J. Danaher, Esq., and the Town agree as follows:

1. **APPOINTMENT OF CONTRACT DEPUTY TOWN ATTORNEY/TRAFFIC PROSECUTOR**

A. Philip J. Danaher, Esq., is hereby designated and appointed as Deputy Town Attorney/Traffic Prosecutor of the Town and shall serve and be compensated as provided by this Agreement. As the Deputy Town Attorney/Traffic Prosecutor, Philip J. Danaher, Esq., shall process, coordinate, and direct, as necessary, all legal services provided under this Agreement in order to maximize the timeliness and usefulness of the delivery of such services. Philip J. Danaher, Esq., shall prosecute all non-criminal tickets issued by members of the New York State Police in the jurisdictional limits of the Town of Schodack made returnable before the Town Court of the Town of Schodack and shall also attend all Town Council meetings and other meetings, as requested by the Town Council, and be available at all reasonable times to the Town Supervisor and Town Council, the Town Justices, as well as the Justice Court Clerk, in relationship to all legal services to be furnished by Philip J. Danaher, Esq., under this Agreement. Philip J. Danaher, Esq., shall also direct and coordinate all internal activities of his office so that all services provided by Philip J. Danaher, Esq., under this Agreement to the Town shall be fully competent, professional, consistent, timely, and in accordance with the standards prevalent in the industry. It is expressly understood that the experience, knowledge, capability, and reputation of Philip J. Danaher, Esq., are a substantial inducement for the Town to enter into this Agreement. Philip J. Danaher, Esq., shall be responsible during the term of this Agreement for directing all

activities of his office on behalf of the Town and devoting such time as necessary to personally supervise such services.

B. The term of this Agreement shall commence as of January 1, 2024 and shall continue thereafter unless and until it is terminated or amended.

2. SCOPE OF WORK

A. Philip J. Danaher, Esq., agrees to perform all necessary legal services as Traffic Prosecutor at the amount budgeted in the adopted Year 2024 Schodack Town Budget and as such Traffic Prosecutor shall prosecute all non-criminal traffic tickets issued by the New York State Police and Rensselaer County Sheriff's Office within the jurisdictional boundaries of the Town of Schodack and made returnable in the Schodack Town Court, and Philip J. Danaher, Esq., shall further serve as Deputy Town Attorney at no additional compensation, when the Town Attorney/Attorney for the Town is not available to serve in such capacity. All payments due and owing to Philip J. Danaher, Esq., pursuant to this Agreement shall be paid monthly in twelve (12) equal payments.

3. PROHIBITION AGAINST SUBCONTRACTING, DELEGATING OR ASSIGNMENT

Philip J. Danaher, Esq., shall not contract with or delegate to any individual or other entity to perform on the Town's behalf, in whole or in part, any of the services required under this Agreement without the prior express approval of the Town. In addition, neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior express approval of the Town.

4. CONFLICT OF INTEREST

Philip J. Danaher, Esq., shall at all times avoid conflicts of interest in the performance of this Agreement. In the event that a conflict arises, Philip J. Danaher, Esq., shall immediately notify the Town.

5. INDEPENDENT CONTRACTOR

Philip J. Danaher, Esq., shall perform all services required under this Agreement as an independent contractor of the Town, and shall remain at all times as to the Town a wholly independent contractor of the Town. Philip J. Danaher, Esq., shall not at any time or in any manner represent that he or any of his employees or agents are Town employees.

6. DISPUTE RESOLUTION

If any dispute or disagreement arises between the Town and Philip J. Danaher, Esq., as to any matter relating to this Agreement, including but not limited to the scope of services, the performance of the respective responsibilities of the Town and Philip J. Danaher, Esq., and the quality of the services rendered, the Town and Philip J. Danaher, Esq., agree to confer and attempt to resolve the matter informally. If the parties cannot agree, they agree that they will

refer the dispute to mediation to the fullest extent permitted by law. The parties are aware that mediation is a voluntary process and pledge to cooperate fully and fairly with the mediator in an attempt to reach a mutually satisfactory compromise of any dispute or disagreement. The mediator shall be chosen by mutual agreement of the parties, and mediation shall commence within thirty (30) days of either party's written request to the other for mediation. Any agreement reached by the mediation shall be reduced to writing, be signed by the parties, and be binding on them. This provision for mediation is an effort to protect, preserve, and respect the requisites of a productive attorney-client relationship, but shall be without prejudice to either party pursuing its other lawful remedies.

7. NONDISCRIMINATION

Philip J. Danaher, Esq., pledges there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry in the performance of services under this Agreement.

8. TERMINATION

A. Termination By Town

Philip J. Danaher, Esq., shall at all times serve under the terms of this Agreement at the pleasure of the Town Council, and the Town Council hereby reserves the right to terminate this Agreement at will, with or without cause, by providing written notice to Philip J. Danaher, Esq. Upon receipt of any notice of termination, Philip J. Danaher, Esq., shall cease all services under this Agreement except as may be specifically approved by the Town. At that time, all further obligations of the Town to pay Philip J. Danaher, Esq., for services rendered under this Agreement shall thereupon cease provided, however, that the Town shall be obliged to pay for all services lawfully incurred by Philip J. Danaher, Esq., prior to the effective date of such termination, or subsequent to the date of termination at the direction of Town.

B. Termination by Philip J. Danaher, Esq.

Philip J. Danaher, Esq., reserves the right to terminate this Agreement by giving thirty (30) days advance written notice to Town.

9. NOTICES

Notices regarding this Agreement shall be given in writing to the parties at the following addresses:

TOWN: TOWN OF SCHODACK
Attention: Town Supervisor
P.O. Box 436
East Schodack, New York 12063

ATTORNEY: PHILIP J. DANAHER, ESQ
77 Troy Road
East Greenbush, New York 12061

10. AMENDMENT OF AGREEMENT

This Agreement contains all of the agreements of Philip J. Danaher, Esq., and the Town. This Agreement may be amended at any time by mutual consent of the parties by an instrument in writing.

IN WITNESS WHEREOF, the duly authorized representative of the parties have executed this Agreement in duplicate the ____ day of January, 2024.

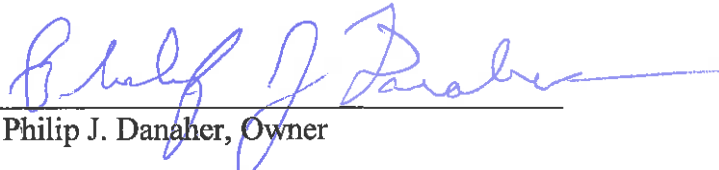
TOWN OF SCHODACK
A Municipal Corporation of the
State of New York

By: _____
Charles Peter
Town Supervisor

ATTEST:

Town Clerk

LAW OFFICES OF PHILIP J. DANAHER, ESQ.

By: 
Philip J. Danaher, Owner

**PROFESSIONAL SERVICE AGREEMENT
FOR
LEGAL SERVICES**

THIS AGREEMENT, made this day of January, 2024 by and between the TOWN OF SCHODACK, a municipal corporation existing by and under the laws of the State of New York and having its principal place of business located at Town Hall, 265 Schuurman Road, Castleton, New York 12033 (hereinafter called the "TOWN") and TABNER, RYAN AND KENIRY, LLP, 18 Corporate Woods Boulevard, Suite 8, Albany, New York 12211 (hereinafter called the "CONSULTANT"):

WITNESSETH:

WHEREAS, the CONSULTANT has heretofore submitted a proposal for professional legal services; and

WHEREAS, the TOWN has accepted the offer of the CONSULTANT for such professional services,

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE I. SERVICES TO BE PERFORMED

The CONSULTANT shall perform the professional services hereinafter set forth under the Article II entitled "SCOPE OF WORK".

ARTICLE II. SCOPE OF WORK

During the period of this Agreement the CONSULTANT agrees to perform professional services as follows:

- A. Legal services as required in connection with special improvement districts under the Town Law and any other duties as special counsel to the Town of Schodack;
- B. Legal services in connection with such other matters as determined by the Supervisor and Town Board.

ARTICLE III. AVAILABLE DATA

All technical or other data relative to this Agreement in the possession of the TOWN or in the possession of the CONSULTANT shall be made available to the other party to this AGREEMENT without expense to the other party.

ARTICLE IV. COOPERATION

THE CONSULTANT shall cooperate with representatives, agents and employees of the TOWN and the TOWN shall cooperate with representatives, agents and employees of the CONSULTANT to the end that work may proceed expeditiously and economically.

ARTICLE V. FEES

In consideration of the terms and obligations of this AGREEMENT, the TOWN agrees to pay, and the CONSULTANT agrees to accept, as full compensation for all services rendered under this AGREEMENT, fees and reimbursements determined as follows:

The CONSULTANT shall bill and render services on an hourly basis as follows:

Partners - \$290.00 per hour; Associates - \$180.00 per hour; Paralegals - \$105.00 per hour.

CONSULTANT shall only bill for disbursements incurred upon the prior authorization of the TOWN, excluding disbursements necessary for recording of papers in the County Clerk's Office, obtaining of title insurance, filing fees for permits paid to official agencies and other such necessary legal expenditures. No reimbursement shall be made or for other expenses unless prior authorization shall have been obtained. Bills shall be submitted to the Town on a monthly basis.

ARTICLE VI. ACCOUNTING RECORDS

Proper and full accounting records shall be maintained by the CONSULTANT which records shall clearly identify the costs of the work performed under this AGREEMENT. Such records shall be subject to periodic and final audit by the TOWN upon request. Such records shall be accessible to the TOWN for a period of two (2) years following the date of final payment by the TOWN to the CONSULTANT for the performance of the work contemplated herein.

ARTICLE VII. ASSIGNMENTS

The CONSULTANT is prohibited from assigning, transferring, conveying, subcontracting, or otherwise disposing of this AGREEMENT, or of CONSULTANT'S right, title or interest therein without the previous consent in writing of the TOWN.

ARTICLE VIII. OWNERSHIP OF MATERIALS

All right, title and ownership in and to all materials prepared under the provisions of this AGREEMENT shall be in the TOWN including the right of republication.

ARTICLE IX. REPORTING DUTIES

CONSULTANT shall in all appearances, appear as Special Counsel to the Town Attorney and report regularly to the Department Heads and/or the Town Attorney as they are directed.

ARTICLE X. RELATIONSHIP

CONSULTANT shall at all times be deemed to be an independent contractor and shall not be considered an agent or employee of the TOWN for any purpose, nor shall CONSULTANT be entitled to participate in any employee benefit programs maintained by the Town for its officers, agents and employees.

ARTICLE XI. INDEMNIFICATION

The CONSULTANT shall defend, indemnify and save harmless the TOWN, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of any negligent act or omission of the CONSULTANT, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

ARTICLE XII. INSURANCE

The CONSULTANT agrees to procure and maintain without additional expense to the TOWN insurance of the kinds and in the amounts provided under Schedule "A" attached hereto. Before commencing work, the CONSULTANT shall furnish to the TOWN, a certificate or certificates, showing that the requirements of this article have been satisfied.

ARTICLE XIII. PAYMENTS BY CLAIM FORM

All requests for payment to CONSULTANT shall be made upon claim forms of the TOWN and submitted for approval to the Comptroller of the TOWN on a monthly basis.

ARTICLE XIV. TERM OF AGREEMENT

This Agreement shall be effective upon its acceptance by the Town Board for the Town of Schodack, and shall terminate on December 31, 2023, unless sooner terminated as set form in Article XV hereof.

ARTICLE XV. TERMINATION OF AGREEMENT

The TOWN shall have the right at any time to terminate the work required of the CONSULTANT by this AGREEMENT, by written notice of such termination provided to the CONSULTANT by the TOWN, and, in the event of such termination of this AGREEMENT, the CONSULTANT shall be entitled to compensation for all work theretofore authorized and performed, pursuant to this AGREEMENT, such compensation to be in accordance with ARTICLE V of the AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

Town of Schodack

TABNER, RYAN AND KENIRY, LLP

By: _____

By: William F. Ryan, Jr.
William F. Ryan, Jr., Esq.

SCHEDULE "A"

INSURANCE COVERAGE

The kinds and amounts of insurance to be provided are as follows:

- A. Workers' Compensation and Employees Liability Insurance - A policy or policies providing protection for Employees of the obligor in the event of job related injuries.

- B. Automobile Liability Policies with the limits of not less than \$500,000 for each accident because of bodily injury , sickness or disease, including death at any time, resulting therefrom, sustained by any person caused by accident, and arising out of the ownership, maintenance or use of any automobiles and with the limits of \$500,000 for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobiles.

- C. General Liability including comprehensive form, contractual premises/completed operations and broad form property insurance shall be furnished with limits of not less than:

<u>Liability For</u>	<u>Combined Single Limit</u>
Bodily Injury & Property damage	\$500,000

- D. Errors and Omissions policy with limit of not less than \$4,000,000.



20 Corporate Woods Blvd.
 Albany, New York 12211
 tel: 518 462 0300
 fax: 518 462 5037
 www.girvinlaw.com

Patrick J. Fitzgerald III
 Partner
 pjf@girvinlaw.com

December 22, 2023

Charles Peter
 Town Supervisor
 Town of Schodack
 265 Schuurman Road
 Castleton, NY 12033

Re: Letter of Engagement and Retainer

Dear Supervisor Peter:

This letter will serve as the written Letter of Engagement and Retainer setting forth the agreement by which the Town of Schodack (the "Town") has retained the services of Girvin & Ferlazzo, P.C., to act as its attorneys for calendar year 2024.

Girvin & Ferlazzo, P.C., has agreed to represent the Town in connection with labor and employment matters, including, but not limited to: collective bargaining and advice and guidance on contract issues, grievances, personnel matters, matters arising under the Civil Service Law and/or Public Officers Law, and other labor relations issues.

The attorneys primarily responsible for providing these legal services to the Town are shareholders James E. Girvin and Patrick J. Fitzgerald, each of whom can be reached at the above address and telephone number.

In consideration for these services, the Town has agreed to pay to Girvin & Ferlazzo, P.C. an hourly rate of Two Hundred Dollars (\$200) per hour.

In addition to the hourly fee, the Town is also responsible for reimbursing Girvin & Ferlazzo, P.C. for any costs or disbursements which may be advanced on the Town's behalf, such as the cost of court filing fees, overnight delivery charges, or other similar charges. The Firm does not bill for routine faxes, normal photocopying, or telephone charges.

We will send the Town a monthly statement every 30 days itemizing the legal services provided, the attorney(s) performing such services, the hourly rate applied, the total attorneys' fees incurred for that period, any costs and disbursements incurred for that period, and the total balance due. We expect any balance due shown on a bill to be paid within 30 days of the date of the bill.

It is hereby agreed that the aggregate amount of attorneys' fees billed by Girvin & Ferlazzo, P.C., to the Town in any given calendar year shall not exceed the sum of Ten Thousand Dollars (\$10,000), and Girvin & Ferlazzo, P.C. will not perform additional work pursuant to this Letter of Engagement and Retainer or bill for additional attorney's fees without the prior written approval of the Town.

In the event that there is a dispute as to fees, the Town may have the right to arbitrate the dispute pursuant to Part 137 of the Rules of the Chief Administrator. We would be happy to provide the Town with a copy of these rules at your request. Enclosed for your review is a Statement of Client's Rights and Responsibilities.

Under our document retention policy, we normally destroy files seven (7) years after a matter is closed, unless other arrangements are made with the client. Copies of all pleadings and correspondence, and most other documents, will be provided to the Town throughout our representation. The Town should retain these copies for its records.

Thank you for allowing us to be of service to the Town of Schodack.

Very truly yours,

GIRVIN & FERLAZZO, P.C.

By:


Patrick J. Fitzgerald III

Agreed:

TOWN OF SCHODACK

By: _____

Date

2024-072

December 19, 2023
VIA EMAIL & MAIL

Charles Peter, Supervisor
Town of Schodack
Schodack Town Hall
265 Schuurman Road
Castleton, New York 12033

Re: 2024 Contract Addendums
Town of Schodack, New York

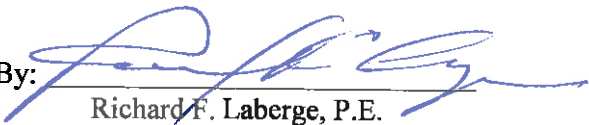
Dear Supervisor Peter:

Enclosed are five addendums to our existing contract to provide services in the following areas during the upcoming year.

2024-01	Planning & Zoning	Hourly	Escrowed
2024-02	Wastewater	Hourly Up To	\$12,000
2024-03	Water	Hourly Up To	\$12,000
2024-04	Planning & Economic Development	Hourly Up To	\$15,000
2024-05	MS4	Lump Sum	\$54,000

Please contact us with any questions on the enclosed. We look forward to working with you and the Town.

Very truly yours,
LABERGE GROUP

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

RFL: cjb
Encs.

- C: Town Board Members w/encs.
- Dawne Kelly, Secretary to Supervisor, w/encs. (via email only)
- Paul Harter, Comptroller, w/encs. (via email only)
- Melissa Knights, Acting Planning Director, w/encs. (via email only)

I:\Mktg\Business Development\Government Organizations\S\Schodack - Town\General Information\Contract & Contract Related\2024\Schodack Rate Schedule 2024.docx

CONTRACT ADDENDUM NO. 2024 – 01
(Planning & Zoning Services – Multiple LG Project Numbers)

DATED: December 12, 2023

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

The original Agreement, between Town of Schodack, Rensselaer County, New York, the OWNER and Laberge Group, the ENGINEER is hereby amended to increase the Hourly Rates in Paragraph A.5 for Planning Board and Zoning Board of Appeals to the following for calendar year 2024.

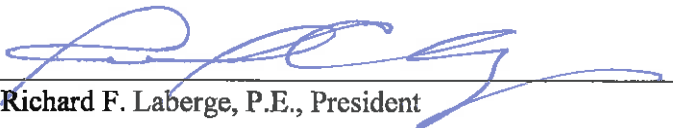
Principal/Project Manager.....	\$235
Project Engineer/Planner.....	\$164
Assistant Engineer/Planner.....	\$123
Administrative Assistant.....	\$87

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

TOWN OF SCHODACK

BY: _____
Charles Peter, Supervisor

LABERGE GROUP

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

CONTRACT ADDENDUM NO. 2024 – 02
(Wastewater Engineering & Planning Services – LG Project Number 2013032)

DATED: December 12, 2023

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

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

This Addendum authorizes services concerning planning, coordination, general engineering and consultation related to issues regarding the wastewater in the Town, including but not limited to operation, administration, expansion plans and requests, and any other issues requested by the Town.

Fee for said services shall be an hourly basis plus expenses not to exceed \$12,000 for 2024.

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

TOWN OF SCHODACK

BY: _____
Charles Peter, Supervisor

LABERGE GROUP

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

CONTRACT ADDENDUM NO. 2024-03
(Water Engineering & Planning Services – LG Project Number 2013082)

DATED: December 12, 2023

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

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

This Addendum authorizes services concerning planning, coordination, general engineering and consultation related to issues regarding water in the Town, including but not limited to operation, administration, expansion plans and requests, and any other issues requested by the Town.


Fee for said services shall be an hourly basis plus expenses not to exceed \$12,000 for 2024.

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

TOWN OF SCHODACK

BY: _____
Charles Peter, Supervisor

LABERGE GROUP

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

CONTRACT ADDENDUM NO. 2024 – 04
(General Planning & Economic Development Services – LG Project Number 2013041)

DATED: December 12, 2023

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

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

This Addendum authorizes services concerning planning, coordination, grant applications, general engineering and consultation related to issues of general planning interest and/or economic development in the Town.

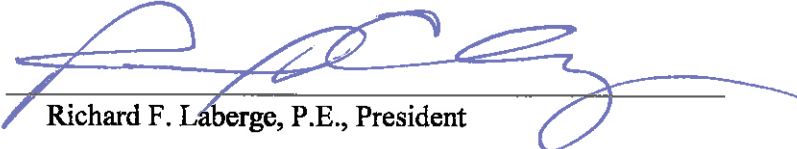
Fee for said services shall be an hourly basis plus expenses not to exceed \$15,000 for 2024.

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

TOWN OF SCHODACK

BY: _____
Charles Peter, Supervisor

LABERGE GROUP

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

CONTRACT ADDENDUM NO. 2024 – 05
(2021-2022 MS4 Program LG Project Number 2014017)

DATED: December 12, 2023

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

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

This Addendum authorizes additional services for the MS4 Consulting Services for the Town of Schodack for the MS4 year March 10, 2024 – March 9, 2025. Services for each task listed will be billed monthly.

<u>Services</u>	<u>Fee</u>
Administration	\$19,000
Field Work	\$28,500
Meetings	\$6,500
	<u>\$54,000</u>

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

TOWN OF SCHODACK

BY: _____
Charles Peter, Supervisor

LABERGE GROUP

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



Rocket Monitoring Services, LLC
Commercial Remote Monitoring Agreement

This Agreement is between the System Owner and Rocket Monitoring Services, LLC (hereafter referred to as "RMS") for Remote Monitoring ("O&M") services that RMS will perform as described in this Agreement.

System Type: AdvanTex AX100 TCOM Panel (Schodack Landing) & East Schodack VeriComm Panel

System Owner: Town of Schodack, NY

System Location: Schodack Landing Sewer System (TCOM) & Town of East Schodack (VeriComm)

Billing Address: 265 Schuurman Road, Castleton, NY 12033

Billing Contact: Dawne Kelly Telephone: _____ Email: dawne.kelly@schodack.org

Facilities Contact: Shawn Zinzow Telephone: 518-894-3863 Email: shawnzinzow@yahoo.com

1. Term of Agreement:
This Agreement is for a term of 1 year. January 1, 2024 through December 31, 2024.

2. Fees & Payments:
RMS will perform the monitoring services as outlined in this Agreement for a fee of \$1,500/year. Payment schedule will be one time, due at start of contract.

3. Remote Monitoring:
RMS will remotely monitor the System through use of the TCOM & VeriComm Control Panels for the duration of this contract. RMS will monitor for any alerts and/or alarms and notify the Facilities Contact and copy the System Owner of any such occurrences. RMS will also monitor the performance of the System and make adjustments to the System's Settings as it sees fit. Owner agrees to maintain standard telephone lines to the panels with access to dial a toll-free number (or internet connection with outbound email capabilities) for the duration of the contract.

4. Reporting:
RMS will provide monthly reports for the activities including flows, pump operation, recirculation ratio, and alarm summary.

5. Technical Support:
RMS will provide technical support by telephone for System questions and possible alarm conditions for the duration of this Agreement. RMS reserves the right to bill for any technical support provided after business hours, for calls that exceed 5 minutes, and for excessive calls. Billing rate is \$75/hr. with 1/2 hr. minimum. Excessive VeriComm calls (over 30 per month) will incur a \$.50 per call fee. Every attempt will be made to avoid excess VeriComm fees by discussing with system Owner when panel hits 20 calls.

6. Termination/Cancellation:
This Agreement may be terminated or cancelled by either party at any time and for any or no reason upon fifteen (15) days prior written notice from one party to the other. In the event of any termination or cancellation of this agreement by RMS or the System Owner:
System Owner will pay all amounts (if any) owed to RMS.

- RMS shall cease performance of all services as outlined under this Agreement.
- RMS shall refund to System Owner, on a pro-rata basis, all unearned fees paid to RMS, less a termination fee of \$250.

7. Assignment by RMS:
RMS reserves the right to assign its rights and obligations under this Agreement to a qualified third party designated by RMS and approved by System Owner. In the event of such an assignment, RMS will no longer be responsible for any performance obligations under this Agreement or any other liability associated with this Agreement.

8. LIMITATION OF LIABILITY

The sole liability of RMS under this Agreement shall be to correct any errors, malfunctions or defects in the System directly caused by RMS's failure to perform any services in a good and workmanlike manner; provided, however, in no event shall RMS's liability to the System Owner exceed the total of the amounts paid to RMS under this Agreement by the System Owner. In no event shall RMS be liable to the System Owner or any third-party claimant for any indirect, special, punitive, consequential or incidental damages or lost profits arising out of or related to this Agreement or the performance or breach thereof, whether based upon a claim or action of Agreement, warranty, negligence or strict liability or other tort, breach of any statutory duty, indemnity, or contribution or otherwise, even if RMS has been advised of the possibility of such damages.



ROCKET MONITORING SERVICES

Dated: January 2, 2024

System Owner

By: _____

Name: _____

Title: _____

Rocket Monitoring Services, LLC

By: _____

Name: Michael Curran

Title: Manager

Rocket Monitoring Services, LLC

130 Brook View Drive
North Kingstown, RI 02852
Telephone: 321-505-0504
Email: support@rocketmonitoring.com



Rocket Monitoring Services

130 Brook View Drive
North Kingstown, RI 02852

Invoice

Date	Invoice #
1/2/2024	2076

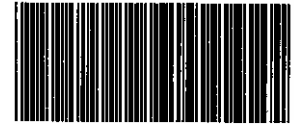
Bill To
Town Of Schodack 265 Schuuman Road Castleton, NY 12033

P.O. No.	Terms	Due Date	Rep	Site/Project Name	
	Net 30	1/31/2024	MC	2024 Septic Monitoring	
Item	Description		Qty	Rate	Amount
TCOM Monitoring - ...	Monitoring of TCOM Control Panel for Schodack Landing AdvanTex Treatment System. Includes data collection and alarm reporting to Town and/or Service Provider Panel - TCOM-DAX/DAX/DAX2 PTROCS(2)/ROCS GFI UV HT SA. System - AdvanTex AX100 x5		12	100.00	1,200.00
VeriComm Monitori...	<p>East Schodack VeriComm Panel. Includes Quarterly Reports, alarm clearing & adjustments. **Note - VeriComm calls over 30 per month incur a \$.50/call fee. RMS will notify Town when calls approach 20 so action can be taken to avoid fees.</p> <p>Rocket Monitoring Services (RMS) will provide data collection and monitoring of the control panel. This includes 24/7 coverage, annual download of complete log, and reporting to service providers and/or system owner when applicable. RMS is not responsible for any associated actions of the system such as power failures, pump/control failures or system levels. Customer agrees to maintain a standard (POTS) phone line capable of dialing a toll-free (1-800) phone number for access inbound & outbound</p> <p>2024 - January - December</p>		1	300.00	300.00
<p>321-505-0504 sales@rocketmonitoring.com www.rocketmonitoring.com</p>				Total	\$1,500.00



COMMERCIAL PROPOSAL AND SALES AGREEMENT

2024-077



* 8 9 1 7 7 6 5 4 0 *

Branch:	6789	Sales Representative:	Sheena Lozano	Today's Date:	1/9/2024
---------	------	-----------------------	---------------	---------------	----------

Customer Information			
Business Name:	TOWN OF SCHODACK	Phone:	(518) 477-7918
Address:	265 SCHUURMAN ROAD CASTLETON ON HUDSON, NY 12033	Billing Address:	265 SCHUURMAN ROAD CASTLETON ON HUDSON, NY 12033

Agreement Summary

This Commercial Proposal and Sales Agreement ("Agreement") is entered into between ADT Commercial LLC, with principal offices at 1501 Yamato Road, Boca Raton, FL 33431 ("ADT") and the customer identified above ("Customer", together with ADT, the "Parties"), effective as of the date written above ("Effective Date"), governing the sale of products, equipment, components, hardware, and software ("Product(s)", and/or security, fire, and life safety services ("Service(s)") at Customer's properties or locations ("Premises"), as set forth below.

Recurring Service Charges: \$50.26 per month

Customer agrees to pay the Recurring Services Charges shown above, plus applicable taxes and surcharges as set forth in the Agreement, for the usage of any ADT-owned equipment and any Recurring Services selected. Customer has made an advance payment of Recurring Services Charges in the amount of \$0.00 at the time of sale.

Term Length: 36 Months

Pricing under this Agreement is based on an agreement term of Thirty-Six (36) months.

Site Location Information			
Location Name:	Town of Schodack - Highway Garage		
Address:	3776 US Highway 20 NASSAU, NY 12123		
Site #:	0	Phone:	(518)477-7918

System Design Information			
System Design Name:	Town of Schodack - Highway Garage - Annual Fire Alarm Inspection	Job #:	
Equipment Ownership:	Customer Owned		

Inspections				
Category	Component	Qty	Frequency	Est. 1st Inspection
Fire Alarm	Annual Inspections	1	Annual	

Equipment List

Summary of Charges

Equipment & Installation Total	\$0.00
Estimated Taxes	\$0.00
Monthly Fee	\$50.26

Scope Of Work

Town of Schodack - Highway Garage - Annual Fire Alarm Inspection

Scope of Work – Testing & Inspection Services

1. One (1) Annual Fire Alarm Testing & Inspection.
2. Work to be performed during normal business hours, M-F 8:00am - 4:00pm.
3. Inspection report provided upon completion.

Inspections performed by our technician(s) will include the following:

1. Inspect and determine if the fire alarm and detection system is in service and in satisfactory condition
2. Inspect for any changes or modifications of fire alarm detection system
3. Check the general condition of the fire alarm detection system
4. Functional test of initiating devices. Unless otherwise specified, testing is limited to accessible devices, those where access can be obtained without restriction at the scheduled time of a test and does not exceed heights obtainable with an 8' ladder.
5. Inspect all fire alarm control panels and remote fire alarm panels
6. Inspect and test all annunciators and zones
7. Inspect all batteries
8. Visually inspect smoke detectors for cleanliness. Clean detectors where necessary by blowing compressed air into unit.
9. During testing of the fire detection system, outputs will be in operation for the purpose of equipment shutdown, start-up and HVAC smoke control.
10. Compile a complete report of inspection, explain any deficiencies and recommend corrective action to be taken according to recognized care and maintenance standards.

Fire alarm and detection systems are designed to provide early warning for your building's occupants. ADT Commercial inspection procedures are designed to assist you and ensure that your system operates as it was originally designed, while significantly minimizing false alarms and business interruptions.

Standard Security Inspections

ADT Commercial shall on a routine basis provide a visual inspection, examine, clean, and provide a walk test of system components as necessary for security equipment on premises. System repair, equipment replacement, lift rentals, and other high-reach equipment are excluded.

The frequency of service will depend on the size and complexity of the system and the client's specific needs.

ADT Commercial is to make all inspections and/or minor adjustments to the equipment by the manufacturer's recommendations.

All regularly scheduled inspections shall also be recorded or signed by the ADT Commercial technician. Work tickets shall also show the time arrived and departed from the job.

All identified deficiencies should be documented and presented to the client.

Software updates to control units are not part of a Software Support Agreement (SSA). An SSA must be purchased separately if needed as part of the functionality of the system.

irev 202307

Inclusions/Exclusions

Unless specifically identified in the scope of work, the estimated cost for the lift rental is not included in the final prices. These costs will be billed to the CUSTOMER separately.

If lift and second tech labor is required, that will need to be quoted and billed separately.

Terms and Conditions

All prices quoted and any other offers made in this Proposal are based upon the terms herein and valid for thirty (30) days from the date of this Proposal, after which they are automatically withdrawn, and this Proposal shall be void. The following terms and conditions noted with an X are incorporated into this Proposal and Sales Agreement:

- | | |
|---|---|
| <input checked="" type="checkbox"/> General Terms and Conditions | <input type="checkbox"/> Product-Specific Terms: Sprinkler and Suppression Services |
| <input type="checkbox"/> Product-Specific Terms: Extended Service Plan | <input type="checkbox"/> Product-Specific Terms: EAS and Security Gates |
| <input checked="" type="checkbox"/> Product-Specific Terms: Inspection and Testing Services | <input type="checkbox"/> Product-Specific Terms: Third-Party Services |
| <input type="checkbox"/> Product-Specific Terms: Monitoring Services | <input type="checkbox"/> Product-Specific Terms: Rented or Financed Products |
| <input type="checkbox"/> Product-Specific Terms: ATM Products and Services | <input type="checkbox"/> Product-Specific Terms: Special Business Risk Provisions |

GENERAL TERMS AND CONDITIONS ("GTCs")

1. Charges, Invoicing, and Payment

A. Invoices. ADT shall issue invoices directly to Customer for amounts owed to ADT ("Charges"). ADT shall issue invoices to Customer on the following schedule:

- i. For ongoing Services under a contract term or on a month-to-month basis ("Recurring Services"), ADT shall issue invoices monthly in advance.
- ii. For projects requiring installation of Products and that have a written schedule of values, ADT shall issue invoices as set forth in the schedule of values; or if no schedule of values exists, ADT shall issue invoices over time on a progressive basis to reflect ADT's estimated percentage of work completed, which may, in ADT's discretion, be based on field observations, costs estimated or incurred, subcontractor estimates, and/or other reasonable factors ("Percentage of Work Completed").
- iii. For all other Products or Services, ADT shall issue invoices upon delivery of the Product or completion of the Service.

B. Payment. Customer shall pay each invoice in full within thirty (30) days of the date of the invoice, without discount, set-off, or deduction. Any acceptance by ADT of a partial payment shall not be construed as a waiver of ADT's right to receive any unpaid portion of an invoice. Customer shall make payment via wire, automated clearing house, check, or such other manner as may be agreed upon by ADT and Customer. If a payment due date falls on a weekend or any bank holiday, payment must be made on the next available banking day.

C. Past Due Amounts. Past due amounts shall accrue interest at a rate of two percent (2%) per month compounded or the maximum rate allowed by law, whichever is less. All overdue payments received from Customer shall first be applied to interest and collection costs before they will be applied to any principal amounts. ADT shall be entitled to recover from Customer any costs of collecting past due amounts, including reasonable attorneys' fees.

D. Charges. Charges for Products are determined on a per-order basis and are valid for thirty (30) days from any written proposal. Charges for any Products ordered by ADT for Customer more than thirty (30) days after the date of the Agreement shall be at ADT's then-current prices. After the first year of the term of any Services, but no more frequently than once in any twelve (12) month period, ADT may increase the Charges, effective upon thirty (30) days prior written notice, by an amount not to exceed the United States Producer Price Index increase over the preceding twelve (12) months plus two (2) percent.

E. Delays. ADT shall be reimbursed for all costs incurred by ADT or its subcontractors due to actions by Customer or any of Customer's vendors or customers that alters or delays the Services, whether before, during, or after ADT has started performing the Services. Any delays other than Force Majeure (as defined in Section 11, below) that cause ADT to incur more labor or overtime hours to complete the Services than originally bid will be the subject of an equitable adjustment to the Charges. ADT will give appropriate notice when possible to the Customer prior to either the Customer or ADT incurring such charges.

F. Taxes and Fees. Charges do not include any applicable taxes. The Customer shall pay the Charges, and as applicable the following:

- i. All applicable taxes, assessment, duties, fees, or charges now or hereafter levied by any domestic or foreign government or instrumentality thereof ("Taxes") related to the Products and Services, other than Taxes based on ADT's net income;
- ii. Any false alarm fines or Taxes imposed by any government, instrumentality thereof, law enforcement agency, or other public safety Authority Having Jurisdiction ("AHJ") or costs for additional or modified Products or Services required by any AHJ;
- iii. All charges related to telecommunication services required for the Products or Services to function, including expenses or costs required to modify or replace Products or Services to comply with changes made by or affecting telecommunication or related services required for the Products or Services to function;
- iv. Any costs and service charges for ADT to repair or replace Customer-owned equipment necessary for ADT to provide the Products or Services;
- v. A service charge for (a) ADT to respond to a service call or alarm signal caused by Customer error, including, but not limited to, operating Products contrary to ADT instructions; (b) if Customer cancels an installation or service appointment less than forty-eight (48) hours prior to ADT's deployment of personnel to the Premises; or (c) any use of third-party portal for invoice, order, or service or transaction management requested by Customer;
- vi. If payment and performance bonds are required by Customer, then Customer shall pay an administrative fee; and
- vii. ADT may, from time-to-time and in its sole discretion, issue surcharges in order to mitigate and/or recover increased operating costs arising from or related to, without limitation: (a) foreign currency exchange variation, (b) increased cost of third-party supplies, labor, and/or Products, (c) impact of government tariffs or other actions, and (d) any conditions that increase ADT's costs, including without limitation increased labor, freight, material or supply costs, or increased costs due to inflation (collectively, "Surcharges"). Any Surcharges, as well as the timing, effectiveness, and method of determination thereof, will be separate from and in addition to any changes to pricing that are affected by any other provisions in this Agreement.

2. Products and Installation

A. Timing. If the Agreement calls for the installation of any Products by ADT ("Installation"), then ADT will use commercially reasonable efforts to complete the Installation within the timeframe set forth in the Agreement, or if no timeframe is set forth, within a reasonable timeframe. Unless agreed otherwise in writing, Installation shall be during ADT's normal business hours. If no such agreement is made and Customer requests the Installation be performed outside ADT's normal business hours, Monday through Friday (excluding holidays), then additional charges will apply. Within 5 days of completion of the Installation, Customer shall either provide final acceptance of the Installation or identify in writing any corrections required (if no written corrections are provided, Customer will be

deemed to have provided final acceptance). If Customer is past due on any invoices at the time Installation is completed, activation of Products may be delayed until past due amounts are paid, at ADT's sole discretion, to the extent permitted by any applicable laws or regulations.

B. Compliance. Customer is responsible for providing the necessary specifications, drawings, designs, or instructions for the Installation and for ensuring they comply with all applicable codes and ordinances. Unless agreed in writing otherwise, Customer shall secure and pay for any required building permits and governmental fees, licenses, and inspection necessary for the Installation. Customer shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority relating to the Installation.

C. Products Ownership. Title and risk of loss to Products sold to Customer under the Agreement shall transfer to Customer upon the earlier of (i) receipt of the Products by ADT or (ii) delivery of the Products to Customer. If Products for an Installation are received by ADT prior to the commencement of Installation, then a fee for Products storage shall be added to the Charges. Customer shall retain title to all Customer-owned equipment that ADT utilizes to provide Services.

D. Substituted Products. If any Product becomes unavailable or discontinued after a Customer order and before Installation, then ADT may substitute an equivalent Product, upon written notice to Customer. The Charges shall be adjusted for any price difference for such substituted Product.

3. Warranty

A. General Warranty. Subject to the exclusions stated herein, and in addition to any product-specific warranty terms or exclusions set forth in the Product-Specific Terms, ADT provides the warranties below. EXCEPT FOR THE WARRANTIES SPECIFICALLY SET FORTH BELOW OR IN THE PRODUCT-SPECIFIC TERMS, ADT EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE.

i. *Products Warranty.* Products installed under this Agreement are warranted against defects in material or workmanship for the warranty period stated above, or if no such period is stated, then for ninety (90) days from installation by ADT. Defective Products will be repaired or replaced at ADT's option.

ii. *Services Warranty.* ADT warrants that the Services provided hereunder will be performed in accordance with generally accepted industry standards and practices. If any Services fail to comply with the foregoing standard within the warranty period stated above, or if no such period is stated, within ninety (90) days from the date Services are completed, then ADT will re-perform the non-complying Services during normal business hours, at no additional charge.

B. Limitations and Exclusions.

i. ADT shall perform warranty services during normal business hours, Monday through Friday, excluding ADT holidays. Customer requests for ADT to perform warranty services outside these hours may result in additional charges.

ii. ADT is not responsible under any warranty for any defect in Products or Services caused by: (a) damage or alterations to the Products or Premises caused by or resulting from any Force Majeure event (defined herein) or the actions or omissions of any third party, whether intentional or unintentional; (b) Customer's failure to follow Products' operating instructions; (c) Customer's failure to provide ordinary care and maintenance to the Products; (d) battery failure or the Products otherwise losing power supply; (e) telecommunications malfunctions or modifications that render it incompatible with the Products or ADT's central station; (f) failure of devices or components designed to fail in order to protect the Products, including but not limited to fuses and circuit breakers; (g) changes requested by Customer after Installation acceptance, including but not limited to adjustments to camera alignment or settings, monitor settings, or other items subject to discretion, after Installation and acceptance by Customer; (h) Customer's use of Products in combination with equipment or software not supplied by ADT, or changes in any of Customer's systems connected (e.g. HVAC) that are connected to the Products but not supplied by ADT; (i) repair of Products for which replacement parts or components are no longer available due to obsolescence or end-of-product life; (j) replacement of Products that are at the end-of-product life, obsolete, and/or are no longer supported by the manufacturer; and (l) normal wear and tear.

iii. To the full extent permitted by law, all warranties shall become voided immediately if Customer permits any person or entity other than ADT, ADT's employees, or ADT's agents to perform maintenance or service to the Products without ADT's prior written approval.

4. Customer's Obligations

A. Customer's Representations and Warranties. Customer represents and warrants that:

i. Customer owns or leases any equipment Customer provides or allows ADT to use;

ii. Customer has legal authority to authorize ADT to (a) install Products, (b) use, modify, or connect to previously installed equipment, and (c) provide Services to the Premises;

iii. Customer will comply with all laws, codes, and regulations related to this Agreement, or to the Premises, the Products, and Services, including but not limited to any applicable requirements regarding notice of and/or consent to the use of video and/or audio recording devices;

iv. the Products and Services are ordered for commercial purposes and not for personal, family, or household purposes;

v. Customer's entry into this Agreement will not breach, violate, or interfere with any other contract or third-party's rights;

vi. the Premises comply with all applicable safety and work rules, OSHA regulations, and other governmental and contractual requirements as to working conditions; and

vii. if any Services require payment of a prevailing wage under federal or state law, Customer will provide the applicable wage determination to ADT prior to the start of work.

B. Customer's Responsibilities.

i. *Responsibilities regarding Products.* Customer agrees to (a) instruct all users on the Products' proper use, (b) test the Products' protective devices and send monthly test signals through the ADT customer portal, (c) turn off, control, or remove all HVAC systems that interfere with alarm detection service, (d) notify ADT immediately upon discovering a defect in the Products, (e) obtain and keep current all necessary permits and licenses required for the Products, and (f) pay all usage fees imposed by any AHJ in connection with the Products.

ii. *Responsibilities regarding the Premises.* Customer agrees to (a) permit ADT to have reasonable access to the Premises during ADT's normal business hours, (b) cooperate with ADT to obtain any necessary consents and waivers from the Premises owner, if not the Customer, relating to the installation or operation of the Products, or the provision of the Services, (c) supply and maintain all supplemental equipment and facilities necessary for any installation or operation of Products or Services, such as structural changes, conduits, back boxes, commercial power electrical wiring, outlets, bypass or switch units, and associated equipment, equipment room(s), and necessary operating environment as specified by the manufacturers of any goods or equipment to be installed, and (d) remediate any materials defined as being radioactive, infectious, hazardous, dangerous, or toxic by any AHJ ("Hazardous Materials") upon discovery by ADT, prior to ADT continuing work at the affected Premises.

5. Risk of Loss. ADT shall bear the risk of loss or damage to Products until delivery to the Premises. ADT shall be responsible for loss or damage to the Products during testing or installation only to the extent such loss or damage is directly caused by ADT. Customer shall be responsible for security and proper storage of Products after delivery to the Premises and shall bear risk of loss for Products on Premises unless the loss is directly caused by ADT. Customer shall keep all ADT-owned Products insured against all risks of loss in an amount equal to the replacement cost and, at ADT's request, list ADT on the policy as the "loss payee."

6. Termination

A. Termination by ADT.

i. ADT may terminate the Agreement or any Service(s) provided thereunder, without penalty, upon thirty (30) days' prior written notice, if: (a) Customer fails to follow any recommendations ADT may make for the repair or replacement of defective or discontinued Products not covered under Warranty or an Extended Service Plan; (b) Customer fails to follow the operating instructions provided by ADT; (c) the Products generate excessive false alarms due to circumstances beyond ADT's reasonable control; (d) in ADT's sole opinion, the Premises in which the Product is installed becomes unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service impractical or impossible; (e) in ADT's sole opinion, continuation of the Agreement is impractical or impossible under the circumstances; (f) ADT is unable to obtain or continue to support technologies, communication facilities, or Products or component parts thereof that are discontinued, become obsolete or are otherwise not commercially available; or (g) Customer fails to cure any breach of this Agreement, including failure to make payments when due, within thirty (30) days of receiving written notice of such breach.

ii. ADT may terminate the Agreement or any Service(s) provided thereunder, without penalty, immediately upon written notice, if: (a) any representation by Customer herein or in any other agreement it has with ADT is materially untrue; (b) Customer breaches any warranty contained herein or in any other agreement it has with ADT; (c) Customer denies ADT reasonable access to ADT-owned Products located at any Premises; or (d) Customer becomes insolvent, becomes a debtor in a bankruptcy or other insolvency proceeding, makes an assignment for the benefit of its credits, or has a receiver or trustee appointed for Customer or its assets.

B. Termination by Customer.

i. If ADT has materially breached the Agreement, and that breach is not cured within thirty (30) days after ADT receives written notice of the breach, then Customer shall have the right to terminate the Agreement or any Service(s), without penalty.

ii. Customer may terminate Services provided at any individual Premises, upon thirty (30) days' prior written notice, if Customer sells or otherwise ceases owning or occupying an individual Premises, other than through merger or change of control transaction.

C. Effect of Termination or Expiration.

i. Upon termination or expiration of the Term, all Services provided under the Agreement shall terminate.

ii. All Charges due from Customer to ADT shall become immediately due and payable on the date of termination or expiration, including (a) all Charges for Services or Products rendered prior to the effective date of termination or expiration, (b) the percentage of Charges for Installation equivalent to the Percentage of Work Completed as of the effective date of termination or expiration, (c) the costs for any materials, goods, equipment, or Products purchased or allocated for Customer by ADT prior to notice of termination, and (d) any other costs incurred by ADT in reliance on or on behalf of Customer, prior to the effective date of termination or expiration.

iii. If the termination is for any reason other than those permitted in 5.B, then in addition to all fees due under the Agreement for Products and Services rendered prior to termination, Customer shall pay an early termination charge equal to the sum of monthly charges for Recurring Services for the remaining duration of the term of such Recurring Services.

iv. Upon the expiration of the term of any Recurring Services ordered under this Agreement, such Recurring Services shall automatically renew on a month-to-month basis under the terms of this Agreement until terminated by either party by giving no less than thirty (30) days' prior written notice.

7. Limitation of Liability

A. Alarm Event Limitation. The amounts ADT charges Customer are not insurance premiums. ADT is not qualified to assess the value of Customer's property, and ADT's charges are unrelated to the value of Customer's property, any property of others located in or at the Premises, or the risk of loss associated with the Premises. For purposes of this Agreement, an "Alarm Event" shall mean any losses or damages arising from or related to a casualty occurring at Customer's Premises during which the Products and/or the Services operated, operated improperly, failed to operate, or otherwise did not detect, prevent, terminate, warn of, or mitigate losses or damages resulting from the casualty. Such Alarm Event losses or damages may include, but are not limited to, damage to property, personal injury, or death, and may be caused by casualties such as fire, burglary, unauthorized intrusion, assault, or other event. TO THE FULL EXTENT PERMITTED BY LAW, ADT, ITS AFFILIATES, AND THEIR RESPECTIVE EMPLOYEES AND AGENTS SHALL HAVE NO LIABILITY FOR ANY LOSSES OR DAMAGES ARISING FROM OR RELATED TO ANY ALARM EVENT, WHETHER UNDER CONTRACT, WARRANTY, TORT, NEGLIGENCE, OR OTHER LEGAL THEORY OR CLAIM THAT ADT FAILED TO DETECT, PREVENT, WARN OF, TERMINATE, OR MITIGATE THE CASUALTY UNDERLYING THE ALARM EVENT. ADT ASSUMES NO RISK OF LOSS OR LIABILITY FOR ANY LOSSES OR DAMAGES ARISING FROM OR RELATING TO ANY ALARM EVENT. THE RISK OF LOSS FOR ALL ALARM EVENTS REMAINS WITH CUSTOMER. Customer releases and waives for itself and its Insurer all subrogation and other rights to recover from ADT arising as a result of paying any claim for loss, damage, or injury to Customer or another person arising from or related to an Alarm Event.

B. Consequential Damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS) ARISING OUT OF ANY PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT, WHETHER SUCH CLAIM FOR DAMAGES IS BASED ON TORT, NEGLIGENCE, STRICT LIABILITY, WARRANTY, CONTRACT, OR ANY OTHER LEGAL THEORY, EVEN IF A PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AT ANY TIME PRIOR TO OR DURING THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES.

C. Liability Cap. WITHOUT LIMITING THE FOREGOING SECTIONS, IN NO EVENT SHALL ADT'S LIABILITY OR THE DAMAGES RECOVERABLE BY CUSTOMER FROM ADT, AND/OR ADT'S EMPLOYEES, AGENTS, OR AFFILIATES, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER FOR PRODUCTS AND SERVICES AT THE PREMISES WHERE THE EVENT FOR WHICH ADT IS LIABLE OCCURRED, OVER THE TWELVE (2) MONTHS PRECEDING THE EVENT FOR WHICH ADT IS LIABLE.

8. Indemnification

A. Indemnification by ADT. ADT shall indemnify and hold Customer and its owners, employees, and officers harmless from any and all third-party claims, demands, liabilities, losses, causes of action, fines, penalties, costs, and expenses, including reasonable attorneys' fees (collectively, "Losses") arising from or related to: (i) the negligence or intentional misconduct of ADT, its agents, or employee, but excluding any Losses arising from or related to an Alarm Event; and (ii) any allegation that a Product infringes any third party intellectual property right, to the same extent that ADT is indemnified by the manufacturer or distributor of the applicable Product for the Losses.

B. Indemnification by Customer. Customer shall indemnify and hold ADT and its affiliates, parents, directors, employees, agents, and officers harmless from any and all Losses arising from or related to: (i) the negligence or intentional misconduct by Customer, its agents, employees, contractors, and subcontractors; (ii) an Alarm Event; (iii) any breach of any representation or warranty made by Customer in the Agreement; and (iv) any defect, hazardous condition, or Hazardous Materials present at the Premises.

9. Insurance. During the term of the Agreement, ADT will maintain the following insurance policies in full force and effect: (a) comprehensive general liability insurance with a limit of two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate; (b) statutory workers' compensation and employer's liability insurance meeting all applicable federal and state workers' compensation laws; and (c) commercial automobile liability covering bodily injury and property damage, with a combined single limit of two million dollars (\$2,000,000) per occurrence. Certificates of insurance naming Customer as an additional insured are available upon request. Neither the existence of such insurance policies nor the terms of this Section shall be deemed to modify any limitation of liability or indemnification obligation under this Agreement.

10. Intellectual Property.

A. No Transfer of IP. The parties acknowledge that one or both parties may have certain intellectual property rights that may be revealed or provided to the other party in accordance with the Agreement. Each party acknowledges that the Agreement does not grant any right or title of ownership in their respective intellectual property rights to the other unless specifically provided in the Agreement. Any intellectual property shall remain the originator's property unless otherwise provided in the Agreement.

B. Third Party Products and Software.

i. ADT is a reseller of certain software, licenses, subscriptions, products, services, and equipment ("Third-Party Services") performed, provided, manufactured, maintained, and/or managed by independent contractors ("Vendor(s)").

ii. "EULA" means all product and services documentation provided by Vendor and all end user license agreements Vendor may require Customer to enter into. EULAs are available on Vendors' websites and upon request. Customer represents that it has read and agrees to any applicable EULA prior to entering into this Agreement. Customer agrees that it is solely responsible for complying with all terms of any applicable EULA.

iii. Third-Party Services are sold only with the warranties provided in the applicable EULA. ADT MAKES NO OTHER REPRESENTATION OR WARRANTY REGARDING THE THIRD-PARTY SERVICES. ALL SALES OF SOFTWARE LICENSES ARE FINAL.

iv. Customer agrees that ADT may pass through any price change in Vendor's cost of Third-Party Services upon written notice to Customer. Customer shall be responsible for, and shall reimburse if ADT pays, any charges from Vendor resulting from (a) Customer's use of the Third-Party Services beyond that purchased under the Agreement and the EULA, and (b) Customer's premature termination of any Third-Party Services that are subject to a term agreement.

v. In addition to and without limiting any other indemnification obligations under the Agreement, Customer shall indemnify and hold ADT harmless to the same extent Customer indemnifies Vendor under an applicable EULA and from any Losses arising from or related to: (a) Customer's breach of any applicable EULA; (b) any actual or alleged compromise, unauthorized access, disclosure, theft, loss, or unauthorized use of Customer information or data in connection with the Third-Party Service; and (c) any failure by Vendor to provide the Third-Party Services, in part or in whole.

C. Data Usage. ADT, Vendors, or their respective designees(s), shall use Customer data, records, and information only: (a) for the specific purpose for which it was submitted; (b) to provide and improve Products and Services; (c) for analytics and research purposes related to Products and Services; (d) to monitor compliance with this Agreement; and (e) for any other purpose permitted in this Agreement or in any other applicable terms and conditions.

11. Force Majeure. ADT shall not be responsible for any delays or costs caused by acts of God (such as fires, earthquakes, floods, hurricanes, tropical storms, tornadoes, lightning, explosions, and other severe acts of nature or weather), war, revolutions, acts of terrorism, epidemics, pandemics, contagions, acts of governmental authorities such as expropriation, condemnation, quarantining, executive orders and changes in laws and regulations, raw material shortages, component shortages, supply chain disruptions, strikes, labor disputes, or for any other cause beyond ADT's reasonable control ("Force Majeure"). ADT shall be entitled to a Change Order and reimbursement for all demonstrable costs incurred due to Force Majeure and an extension of time equivalent to the delay caused by Force Majeure. The parties agree that any delays or costs caused by or related to COVID-19, foreseeable or not, shall be considered a Force Majeure event for purposes of this Agreement.

12. Confidentiality. During the Agreement, each party may disclose to the other confidential information, the disclosure of which to third parties would be damaging. Confidential information shall include any information relating to the identity of the party's customers, the nature of their relationship with their customers, the nature of the other party's business, or the rates charged by it to third parties. The parties agree not to make use of this information other than for the performance of the Agreement, to release it only to employees requiring such information and only after ensuring that such employees are aware of the terms of this Section, and not to release or disclose it to any other party other than as required by law. The parties further agree not to use any Services performed under the Agreement for advertising, portfolio, or other promotional purposes without the written consent of the other party. Confidential information shall not include any information that: (a) was, is, or becomes public information through no fault of the receiving party; (b) was in the possession of the receiving Party before the commencement of this Agreement; (c) is developed independently by the receiving Party; or (d) must be disclosed pursuant to or as required by law or by a court or other tribunal of competent jurisdiction. The obligations under this section shall survive the termination or expiration of the Agreement for three (3) years.

13. Miscellaneous.

A. Nature of Relationship. ADT is an independent contractor and not an employee, agent, joint venturer, or partner of Customer.

B. License Information. ADT state license information is available at www.adt.com/commercial/licenses

C. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) Product or Service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify, and save harmless ADT from and against all Losses assessed against or suffered by ADT as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement.

D. Conflicts of Interest. ADT does not permit the offering or acceptance of gifts or gratuities by ADT employees from parties with whom ADT is contracting for services, products, or other matters, and Customer shall not make any offer to any ADT employee that would violate this policy. Customer further represents and warrants that there is no financial or business relationship or any other conflict of interest that Customer has with or has offered to any employee of ADT. In the event ADT determines any offer of gifts or gratuities has been made by Customer to an ADT employee or a financial or business relationship or other conflict of interest has been offered to or exists between Customer and an ADT employee, ADT may terminate this Agreement, without penalty, upon five (5) days' prior written notice to Customer.

E. Survival. Sections 3 (Warranty), 5 (Risk of Loss), 7 (Limitation of Liability), 8 (Indemnity), and 12 (Confidentiality) shall survive any termination or expiration of the Agreement.

F. Assignment. Customer may not assign the Agreement or any right thereunder without the prior written consent of ADT, which consent shall not be unreasonably conditioned, withheld, or delayed. ADT may subcontract any portion of the work described in the Agreement.

G. Severability. In the event any one or more of the provisions of this Agreement is held to be unenforceable or invalid under applicable law, such unenforceability or invalidity shall not affect any other provision of this Agreement.

H. Cross-Default. A default by Customer under the Agreement shall be a default of all Agreements between ADT and Customer.

I. Remedies. All remedies under the Agreement are cumulative and in addition to any other rights at law or equity that a party may have.

J. Amendment. The Agreement may be amended or modified only by a writing signed by both parties. Any purported oral amendment or modification is void.

K. Notice. Any and all notices required or permitted to be given under the Agreement shall be in writing and delivered via certified or registered mail, or by overnight courier. Notices to ADT shall be deemed duly given on the date received by ADT at the following address: ADT Commercial LLC, Attn: General Counsel, 1501 Yamato Road, Boca Raton, FL 33431. Notices to Customer shall be deemed duly given on the date received by Customer at the address for Customer stated in the Agreement, or if no such address is provided, at any Premises.

L. Waiver. The waiver by either party of any right under the Agreement or any breach of the Agreement shall not operate as, or be construed as, a waiver of any subsequent right under or breach of the Agreement.

M. Governing Law; Dispute Resolution. This Agreement and any dispute or claim arising under it shall be governed by the laws of the state of Florida, without giving effect to its conflicts of law rules. Any and all matters of dispute between the parties to this Agreement, whether regarding performance of the Agreement, interpretation of any term or provision of this Agreement, or other dispute, shall be decided by arbitration conducted under the Commercial Arbitration Rules of the American Arbitration Association in Boca Raton, Florida, with the arbitrator's costs borne equally by the Parties. The enforceability of this arbitration provision shall be determined by arbitration. The arbitrator(s) decision shall be final and binding on the Parties.

N. Entire Agreement. The Agreement contains the entire agreement between the parties with respect to the subject matter of the Agreement, and supersedes any and all prior agreements or understandings, whether written or oral. The parties agree that there are no oral or written agreements, representations, or understandings by or between the parties regarding the subject matter of the Agreement that are not contained in the Agreement.

O. Electronic Signature; Counterparts. The Agreement may be signed and/or delivered by electronic means (such as e-mail), and all such signatures and electronic transmissions of this Agreement are to be treated as originals for all purposes and given the same legal force and effect as a signed paper contract. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement.

Product-Specific Terms: Inspection and Testing Services

2. Inspection and Testing Services. The terms of this section and its subsections apply only to inspection and/or testing services provided by ADT ("Inspection and Testing"). These Product-Specific Terms and Conditions apply in addition to the GTCs and supersede any conflicting term of the GTCs.

2.1. Time and Manner of Performance. Unless agreed otherwise in writing, Inspection and Testing shall be performed during ADT's normal business hours, Monday through Friday, excluding ADT holidays. Inspection and Testing outside of ADT's normal business hours shall be subject to additional Charges. ADT shall use commercially reasonable efforts to perform Inspection and Testing on Premises and equipment described in the Agreement, in accordance with prevailing industry standards. Inspection and Testing shall be performed only for accessible areas and equipment. The Charges are based upon only the device quantities identified in writing in the Agreement, and any additional devices requiring Inspection and Testing may result in additional Charges.

2.2. Defects Identified by ADT. ADT has no obligation to repair any defects identified during Inspection and Testing, unless the defects are on Products ADT has an obligation to repair or replace under a separate warranty, extended service plan, or other Service.

2.3. Warranty Exclusion. IN LIMITATION OF SECTION 3 OF THE GTCs, ADT MAKES NO WARRANTY, EXPRESS OR IMPLIED, IN CONNECTION WITH ANY INSPECTION AND TESTING SERVICES.

Signatures

IN WITNESS HEREOF, Customer and ADT have caused this Agreement to be executed by their duly authorized representatives below.

Customer Signature

ADT Authorized Manager

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:

Gary L. Ziegler

Name of Seminar/Conf./Course:

Building Officials Conference

Location (Venue, City):

Lake Placid, New York

Dates of Seminar:

3-3-24 to 3-7-24

Cost of Seminar (Registration Fees):

\$470.00

Travel cost round trip

of Miles 300

Estimated Amount

Mileage

\$195.00

Please include a copy of mapquest to estimate total mileage - this will be used as a guideline when your actual mileage is submitted for reimbursement.

Train/Bus/Plane

\$

Town Vehicle

No town vehicle

Lodging:

Name of Hotel/Motel

Cambria Hotel Lake Placid

of Rooms

One

of Nights

Four

Cost per night

\$140.00

Total Lodging Cost

\$560.00

Meals:

Included in seminar cost

No, Not Dinner

Estimated cost if you answered no above

\$200.00

Total estimated cost to attend:

\$1,425.00

Estimated cost per staff member*

(total cost divided by # of ppl attending)

Is the total cost budgeted?

Yes

TB Resolution needed?*

Yes

If Yes, please document resolution #

Department Head Approval

Ther King

Supervisor Approval

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

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

2024 Northern ADK Code Conference Invitation

From: register@codesclass.com (register@codesclass.com)

To: glzigzegler@aim.com

Date: Thursday, November 2, 2023 at 12:57 AM EDT

**29th ANNUAL
NORTHERN ADIRONDACK
CODE ENFORCEMENT OFFICIALS
EDUCATIONAL CONFERENCE
“FIRST PREVENTOR INSTITUTE”
Monday, March 4, 2024-
Thursday, March 7, 2024**

**Members and Friends, I am pleased to announce:
The 2024 conference will be held in the “JUST” completed
GAMBRIA HOTEL.**

Lake Placid, New York

- . Lots of onsite free parking
- . Huge new above grade meeting rooms that have large floor to ceiling windows with lake and mountain views. The most modern Guest rooms in all of Lake Placid.

But the absolute best thing!

- All Conference food will be prepared by the Chief who in the past did all our food when we were at the Crown Plaza Hotel.

I brought back all the instructors you asked for.

We ordered the courses you requested.

Please join us, “get more in 2024”

TO: GARY ZIEGLER

NY Training ID: NYC004376

FDID: 42006

Please note:

This year's Conference will be at:

The Cambria Hotel

2127 Saranac Ave

Lake Placid NY 12946

Conference Room Rates start Sunday March 3, 2023 at \$140.00 per night.

[CLICK HERE FOR HOTEL RESERVATIONS](#)

Rooms must be reserved by January 31, 2024

This year we are pleased to again have on-line registration for the conference. Please read this entire email before proceeding.

The program will include 24 hours of in-service credits. All courses are new to the north county and will be a quality balance of timely Building and Fire Code issues. Instructors have been handpicked for their ability and willingness to answer any and all questions.

Schedule is still in progress.

Conference includes Breakfast, Morning and Afternoon breaks every day. Monday – Wednesday Lunch.

To register for the conference, you will need your NY Training ID and your FDID numbers. They are listed above for your convenience. The on-line registration will ask you if you wish to have your 2024 membership dues of \$30.00 added to your invoice. Please make sure you review these items during the registration process.

The cost of this year's conference is \$440.00.

Click on registration link below and enter your NY Training ID and your FDID number. Please be sure to include the NY or CE and any zeros in the Training ID field. When you click SUBMIT at the bottom of the page you will be directed to a page to enter your personal information. Please make sure all of this data is correctly entered. Once the data is entered correctly and you have made all required choices please click REGISTER at the bottom of the page.

A pdf file will now open in your browser. Please print out these pages for your records. A copy of this information will also be emailed to you.

James E. Morganson
Host First Preventer Institute

Sign up today for Lake Placid's "First Preventer Institute"!

Thank you for your continued support.

To continue to registration go to

<https://www.codesclass.com/na/>

If you only wish to renew membership go to
<https://www.codesclass.com/na/mem.php>

Northern Adirondack Educational Conference Registration

From: Northern Adirondack Code Enforcement Officials Association (register@codesclass.com)

To: glzigzegler@aim.com

Date: Thursday, November 2, 2023 at 03:07 PM EDT

**Thank you for registering for The Northern Adirondack Code Enforcement Officials Association
29th Annual Conference on March 4 - 7, 2024**

The Conference will be held at:
CAMBRIA LAKESIDE RESORT
2127 SARANAC AVE
LAKE PLACID NY 12946

**COURSE SCHEDULE WILL BE AVAILABLE SOON
YOUR INVOICE IS ATTACHED. PLEASE MAKE PAYMENT BEFORE THE CONFERENCE**

[FOR HOTEL RESERVATION CLICK HERE](#)

Registration will begin Sunday March 3, 2024 from 2 - 5 pm . Registration will continue Monday March 4, 2024 at 7:30 am.

Classes will start each morning promptly at 9:00am.

Please carefully review all information below for accuracy

email any corrections to register@codesclass.com

Last Name: **ZIEGLER**

First Name: **GARY**

Middle Initial: **L**

Address Line 1: **2173 JENSIS ROAD**

Address Line 2:

City: **CASTLETON**

State: **NY**

Zip: **12033**

email: glzigzegler@aim.com

Municipality or firm: **TOWN OF SCHODACK**

NY Training Id Num: **NY0004376**

FDID Num: **42006**

Phone Number: **518-960-4198**



ZIEGLER .pdf
3.7kB

**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: William Morgan

Name of Seminar/Conf./Course: Introduction to Farm Appraisal
 Location (Venue, City): 197 Main St, Cooperstown NY 13326
 Dates of Seminar: 4/8/24 -4/12/24
 Cost of Seminar (Registration Fees): \$0.00

<u>Travel Costs:</u>	<u>200</u>	<u>Rate as of 1/1/23</u>	<u>Estimated Amount</u>
Mileage		\$ 0.670	\$ 134.000
<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			<u>0</u>
Town Vehicle			

Lodging:

Name of Hotel/Motel	<u>Best Western Cooperstown Inn & Suites</u>
# of Rooms	<u>1</u>
# of Nights	<u>5</u>
Cost per night	<u>\$107.00</u>
Total Lodging Cost	<u>\$ 610.45</u>

Meals:

Included in seminar cost	<u>two per day</u>
Estimated cost if you answered no above	<u>\$150.00</u>

Total estimated cost to attend:	<u>\$894.45</u>
Estimated cost per staff member*	<u>\$894.45</u>

(total cost divided by # of ppl attending)

Is the total cost budgeted?
TB Resolution needed?* Y

If Yes, please document resolution # #2023

Department Head Approval Wm Morgan *Wm Morgan*

Supervisor Approval _____

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

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

VOUCHER TOWN OF SCHODACK Town Hall 265 Schuurman Road Castleton, NY 12033		(CLAIMANT- DO NOT WRITE IN THIS AREA)		VOUCHER NUMBER _____ _____	
William Morgan III 1181 Simons Rd, Castleton NY DETAILED INVOICE MAY BE ATTACHED AND TOTAL ENTERED ON THIS VOUCHER. CERTIFICATION BELOW MUST BE SIGNED.		FUND APPROPRIATION		AMOUNT	
		1355.4		894.45	
TERMS: _____ P.O. NO.: _____		CHECK NO. _____ DATE: _____		TOTAL \$ 894.45	
DATE	INVOICE NUMBER	QUANTITY DESCRIPTION OF MATERIAL OR SERVICES	UNIT PRICE	AMOUNT	
1/4/2024		Introduction to Farm Appraisal 4/8/24 -4/12/24			
				Total	\$ 894.45
CLAIMANT'S CERTIFICATION					
I <u>Wm Morgan III</u> certify that the above account in the amount of \$ <u>894.45</u> is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.					
<u>1/4/24</u> DATE		<u>Wm Morgan III</u> SIGNATURE		<u>Assessor</u> TITLE	
DEPARTMENT APPROVAL			APPROVAL FOR PAYMENT		
The above services or materials were rendered or finished to the municipality on the date stated and the changes are correct.			This claim is approved and ordered paid from the appropriations indicated above.		
<u>1/4/24</u> DATE		<u>Wm Morgan III</u> AUTHORIZED OFFICIAL			

Introduction to farm appraisal

Course information

Prerequisite	<u>Cost, market and income approach to value</u>
Duration	5 days (classroom)
CE credits	30
Self-study	Currently available
Web-based	Not currently available
Course description	<p>An intermediate course building upon basic appraisal concepts. Those concepts are brought to life by practical application to the valuation of agricultural lands and structures used in agricultural production.</p> <p>This course will give the students exposure to valuation considerations needed to appraise the broad spectrum of agricultural enterprises found in New York.</p> <p>A "hands-on" field trip benefits the student with a better understanding of New York's agricultural industry. Students will be taught current approaches for appraising agricultural enterprises found in New York.</p>

To find course offerings refer to [Educational organizations specializing in appraisal training](#).

For more information on courses that are equivalent, please contact [Educational Services](#).

Information is available on [Certification requirements](#).



265 Schuurman Rd, Castleton-On-Hudson, NY 12033 to 197 Main St, Cooperstown, NY 13326

Drive 80.8 miles, 1 hr 31 min

265 Schuurman Rd

Castleton-On-Hudson, NY 12033

This route has tolls.

Take N Old Post Rd to US-20 E/US-9 S

1 min (0.1 mi)

1. Head south toward N Old Post Rd

92 ft

2. Turn left toward N Old Post Rd

253 ft

3. Turn left onto N Old Post Rd

174 ft

Drive from I-90 W and US-20 W to Cherry Valley

1 hr 7 min (62.6 mi)

4. Turn right at the 1st cross street onto US-20 E/US-9 S

0.6 mi

5. Use the right lane to take the ramp onto I-90 W

Toll road

15.1 mi

6. Keep left to stay on I-90 W

Toll road

10.6 mi

7. Take exit 25A for I-88 toward NY-7/Schenectady/Binghamton

Toll road

0.7 mi

8. Continue onto I-88 W

Toll road

5.1 mi

9. Take exit 24 toward U.S. 20/NY-7/Duanesburg

0.2 mi

10. Turn right toward Duanesburg Rd

482 ft

11. Turn left onto Duanesburg Rd

1.0 mi

12. Slight right onto US-20 W/Western Turnpike

Continue to follow US-20 W

29.3 mi

Take Co Rd 54, NY-166 S and Co Hwy 33 to Main St in Cooperstown

Travelocity travel confirmation - Apr 7 - (Itinerary # 72728701444285)

From: Travelocity.com (email@e.travelocity.com)

To: williammorgan3@aol.com

Date: Thursday, January 4, 2024 at 09:24 AM EST



Thanks!

Your reservation is confirmed. No need to call to reconfirm.

Best Western Cooperstown Inn & Suites, Cooperstown

Apr 7, 2024 - Apr 12, 2024

See live updates to your itinerary, anywhere and anytime.

[See your itinerary](#)

[Download to your phone](#)

Hotel overview



Best Western Cooperstown Inn & Suites

50 Commons Drive, Cooperstown, NY,
13326 United States of America

[View hotel](#)

[Map and directions](#)

Reservation dates

Apr 7, 2024 - Apr 12, 2024

Itinerary #
72728701444285

Protect your stay against certain unexpected cancellations, delays, and other covered events.



Check-in and Check-out

Check-in time
3 PM

Check-out time
11 AM

Check-in policies

Check-in time starts at 3 PM

Check-in time ends at 5 AM

Minimum check-in age is: 19

If a late check-in is planned, contact this property directly for their late check-in policy.

Special instructions

Front desk staff will greet guests on arrival.

Room

Guests

Reserved for William Morgan III

2 adults

Room

Standard Room, 1 King Bed, Accessible, Non Smoking

Room requests

1 King Bed

Non-smoking room

Price summary

Price breakdown

Room price: \$610.45

5 nights: \$107.11 /night

Taxes & Fees: \$74.90

Total: \$610.45

Collected by Travelocity

Unless specified otherwise, rates are quoted in US dollars.

Additional hotel fees

The below fees and deposits only apply if they are not included in your selected room rate.

The price shown above DOES NOT include any applicable hotel service fees, charges for optional incidentals (such as minibar snacks or telephone calls), or regulatory surcharges. The hotel will assess these fees, charges, and surcharges upon check-out.

Rules and restrictions

Cancelations and changes

We understand that sometimes plans fall through. We do not charge a cancel or change fee. When the property charges such fees in accordance with its own policies, the cost will be passed on to you. Best Western Cooperstown Inn & Suites charges the following cancellation and change fees.

Free cancellation until Apr 6 at 4:00pm (Eastern Standard Time (US & Canada))

Cancelations or changes made after 4:00pm (property local time) on Apr 6, 2024 or no-shows are subject to a property fee equal to the first night's rate plus taxes and fees.

Pricing and Payment

Hotel fees

The price DOES NOT include any applicable property service fees, charges for optional incidentals (such as minibar snacks or telephone calls), or regulatory surcharges. The property will assess these fees, charges, and surcharges upon check-out.

Pricing

Your credit card is charged the total cost at time of purchase. Prices and room/unit availability are not guaranteed until full payment is received.

Some properties request that we wait to submit guest names until 7 days prior to check in. In such a case, your room/unit is reserved, but your name is not yet on file with the property.

Guest Charges and Room Capacity

Base rate is for 2 guests.

Total maximum number of guests per room/unit is 2.

Maximum number of adults per room/unit is 2.

Maximum number of children per room/unit is 1.

This property considers guests aged 12 and under, at time of travel, to be children.

Availability of accommodation in the same property for extra guests is not guaranteed.

For details on Best Western's privacy policy, visit www.bestwestern.com/privacy.

Need to cancel or make a change to your trip?

Please visit our resource page for guidance. If you need to contact us, please reference **Itinerary #72728701444285** when you call so we can serve you more quickly.

More help

About the Hotel

For special requests or questions about the property, please call the hotel directly at
Tel: 1 (607) 547-7100, Fax: 1 (607) 547-7082

About your Reservation

Visit our [Customer Support](#) page.

Call Travelocity customer care at 1-855-201-7820

Complete your trip



Avoid the stress of traffic!

Let someone else do the driving

Get a ride



Make it fun!!

Explore activities in Cooperstown

Get activities



How will you get there?

Find exclusive low-cost fares with major airlines

Book your flight



How will you get around Cooperstown?

Explore Cooperstown with your own set of wheels

Rent a car

Please do not reply to this message. This email was sent from a notification-only email address that cannot accept incoming email.

You are viewing this transactional email based on a recent booking or account-related update on [Travelocity.com](https://www.travelocity.com).

© 1996-2024 Travelocity, Inc.. All rights reserved. Travelocity, the Stars Design, and The Roaming Gnome Design are trademarks of Travelocity, Inc. Use of this Web site constitutes acceptance of the [Travelocity User Agreement](#) and [Privacy Policy](#). CST# 2056372-50

EMLCID=TRAVELOCITY-
US.PT.EVENTTRIGGEREDMAILING.ENSPURCHASECONFIRMATION.HOTEL&EMLDTL=DATE20240104-
ISSUX.SIDX.KEY96154746098.PAIDX.LANGEN_US.MCIDX.TESTX.VERSX.MIDSX

ANIMAL SHELTERING AGREEMENT

THIS AGREEMENT, made this ___ day of December, 2023 by and between the **TOWN OF SCHODACK**, a municipal corporation in the County of Rensselaer, State of New York, with offices located at 265 Schuurman Road, Castleton, New York 12033 (“Town”) and **MAGGIE SIMMONS** (“DCO”), an individual residing at 117 Saddle Back Ridge Rd, East Nassau, NY 12062.

WHEREAS, the DCO has been duly appointed as a Dog Control Officer for the Town of Schodack, New York; and

WHEREAS, in the course of the performance of her duties as Dog Control Officer, DCO will from time to time come into the physical possession of dogs seized by the DCO in accordance with the provisions of Section 117 of the Agriculture and Markets Law; and

WHEREAS, the DCO maintains a facility located at 113 Saddle Back Ridge Rd, East Nassau, NY 12062 (“the Facility”) suitable for the sheltering and care of dogs which may come into her possession in the course of the performance of her duties as DCO for the Town; and

WHEREAS, the Town and the DCO wish to enter into this Animal Sheltering Agreement for the purpose of setting forth the terms and conditions pursuant to which DCO shall shelter at the Facility those dogs which come into her possession in the course of her performance of her duties as the DCO for the Town.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. **TERM** This Animal Sheltering Agreement shall be for a term commencing on January 1, 2024, and terminating on December 31, 2024, unless terminated earlier in accordance with the provisions of Section 4 below.

2. **SERVICES** The DCO shall provide the following shelter services during the term of this Agreement:

a. The DCO shall provide and maintain shelter at the Facility for up to three (3) dogs at any one time. In the event that the DCO cannot shelter a dog at the Facility because the Facility capacity has been reached, or because the DCO deems the dog too dangerous to safely shelter at the Facility, the DCO shall arrange for the dog to be sheltered by _____.

b. The DCO shall maintain the Facility in good order and good repair, and in a safe, clean, and usable condition, in accordance with 1 NYCRR Part 77 and any other applicable State and local laws and/or ordinances. The DCO shall be solely responsible for maintaining the Facility in good order and good repair, and in a safe, clean, and usable condition.

c. The DCO shall be responsible for ensuring that all dogs sheltered at the Facility are properly sheltered, fed, and watered pursuant to the regulations promulgated by the New York State Department of Agriculture and Markets, as set forth at 1 NYCRR Part 77.

d. The DCO shall hold each unidentified dog sheltered at the Facility for a period of five (5) days from the date of seizure (“redemption period”), during which period the dog may be redeemed by the owner thereof upon payment of the appropriate impoundment fee. All impoundment fees shall be payable to, and the property of, the Town. The redemption period for identified dogs shall be in accordance with Section 117 of the Agriculture and Markets Law.

e. Upon expiration of the redemption period, the DCO shall, in her discretion, arrange for the disposition of each dog not redeemed by the owner thereof via adoption, euthanasia, or transfer.

f. The DCO shall promptly make and maintain a complete record of any seizure and the subsequent disposition (i.e., redeemed, adopted, euthanized or transferred) of any dog, including but limited to (a) a description of the dog by breed, coloring, and gender, (b) the date and hour of the seizure, (c) the official identification number of such dog, if any, (d) the location of the seizure, (e) the reason for the seizure, and (f) the owner’s name and address, if known. If the DCO delivers a dog to the _____, the date of the delivery must be recorded. The DCO shall maintain all such records for a minimum of three (3) years.

g. The DCO shall in all respects perform the shelter services set forth in this Agreement in accordance with all application State and local laws and regulations.

3. **FEES FOR SERVICES** In consideration of the shelter services provided hereunder, the Town shall pay to the DCO a fee equal to \$55.00 per day for each dog sheltered at the Facility. Fees shall accrue beginning on the first day of confinement and shall continue to accrue each day thereafter until either the dog is redeemed and returned to its owner, or the applicable redemption period has expired. In the event that the dog is deemed to be dangerous, the fee for sheltering (use of cage with guillotine door) will be \$105.00 per day for the five-day hold.

4. **TERMINATION** Either party shall have the right to terminate this Agreement, with or without cause, upon thirty (30) days written notice of such termination.

In witness whereof, the parties by their duly authorized representatives have signed as of the date indicated on the first page of this Agreement.

TOWN OF SCHODACK

By: _____
Charles J. Peter, Town Supervisor

By: _____
Maggie Simmons, DCO



PO BOX 331608 Attn: Account Services
Nashville, TN 37203-7515
Attn: Account Services
Phone: 1-800-505-4052
Fax: 1-615-691-7795

2024-085

December 20, 2023



GJ594Q00206007 -

David B Harris
Supervisor
Town Of Schodack, NY
Town Of Schodack, NY
PO Box 436
East Schodack, NY 12063-0436

Re: Account No. - 500639586
Town Of Schodack, NY
Town Of Schodack, NY
265 Schuurman Road
Castleton, NY 12033

Dear Mr. Harris:

Thank you for being an ASCAP licensee, and appreciating the value that music brings to your community.

Your ASCAP agreement calls for an annual license fee adjustment, based on the year-over-year change in the Consumer Price Index (CPI). This year's measurement of inflation between October 2022 and October 2023 resulted in an overall increase of 3.24114% to your license fee.

The 2024 fee schedule reflecting the increase is enclosed. If there have been any changes to your population or if you have a special event to report, please complete and return the report form by mail to:

ASCAP
Customer Care
PO Box 331608
Nashville, TN 37203

If an ASCAP billing statement is enclosed, your license fee is now due. To ensure that your ASCAP license remains current, please submit payment for your 2024 license today online by credit card or echeck.

Sign in to your account at www.ascap.com/mylicense with your UserID and Password. If you do not have sign-on credentials, please "Register as a New User" using your 9-digit account number and zip code.

With your online account you can:

- Pay your balance - with a credit card or e-check.
- Go Paperless - change your billing statement preference to paperless delivery and receive your monthly billing statements electronically. Select "Change Paperless Statements Option" on the Main Menu and select "Enroll for Estatements".

If you do not have a billing statement enclosed, you will receive one 30 days before your annual renewal date.

If you wish to pay by mail, please send to the remittance address on your billing statement.

For any questions about your license, reporting or payment, please call us at 1-800-505-4052 or send us an email at glcs@ascap.com.

Sincerely,

Account Services

Account Services

Enclosures:
Rate Schedule
Report Form
Return Envelope

F0166_0124
IMLA



**LOCAL GOVERNMENT ENTITIES
2024 Rate Schedule and Report Form**

Account No.: 500639586

Premise Name: Town Of Schodack, NY; Castleton, NY

Report Due: 12/30/2024



SCHEDULE A: Base License Fee

Population Size			Base License Fee
1	to	50,000	\$434.00
50,001	to	75,000	\$867.00
75,001	to	100,000	\$1,041.00
100,001	to	125,000	\$1,389.00
125,001	to	150,000	\$1,734.00
150,001	to	200,000	\$2,256.00
200,001	to	250,000	\$2,773.00
250,001	to	300,000	\$3,299.00
300,001	to	350,000	\$3,817.00
350,001	to	400,000	\$4,338.00
400,001	to	450,000	\$4,854.00
450,001	to	500,000	\$5,378.00
500,001	Plus***		\$6,591.00

*** \$6,591.00 plus \$500 for each 100,000 of population above 500,000 to a maximum fee of \$86,727.00

SCHEDULE B: Special Events

The rate for Special Events shall be 1% of Gross Revenue.

"Special Events" means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" of such Special Event exceeds \$25,000.


"Gross Revenue" means all monies received by LICENSEE or on LICENSEE'S behalf from the sale of tickets for each Special Event. If there are no monies from the sale of tickets, "Gross Revenue" shall mean contributions from sponsors or other payments received by LICENSEE for each Special Event.

SCHEDULE C: State Municipal and/or County Leagues or State Associations of Attorneys

The annual license fee for LICENSEES who are legally organized as state municipal and/or county leagues or state associations of municipal and/or county attorneys shall be \$500.00 .

License Fee for Year 2025 and Thereafter

For each calendar year commencing 2025, all dollar figures set forth in Schedules A, B and C above (except for \$500.00 add-on for populations of 500,001 or more) shall be the license fee for the preceding calendar year, adjusted in accordance with the increase in the Consumer Price Index - All Urban Consumers (CPI-U) between the preceding October and the next preceding October. Any additional license fees due resulting from the CPI adjustment shall be payable upon billing by ASCAP.

	LOCAL GOVERNMENT ENTITIES 2024 Rate Schedule and Report Form
Account No.: 500639586	Premise Name: Town Of Schodack, NY; Castleton, NY
Report Due: 12/30/2024	



SCHEDULE A: Base License Fee (Due upon execution of Agreement and within 30 days of the Agreement's Renewal Date.)

Population Size: ____ (Per current U.S. Census Data)
 Base License Fee: ____ (Please refer to attached Rate Schedule)

SCHEDULE B: Special Events* (Report and Payment due 90 days after the conclusion of each Special Event)

Event Date (mm/dd/yyyy) If More than 1 Event Per Day, Please Report As Separate Entries)	Performer(s) or Group(s) Appearing	Gross Revenue of Event (Musical Exceed \$25,000)	% Applies to Gross Revenue	Event Fee	Is a Program of Musical Works Attached? (Yes/No)	If the Event is Co-Sponsored (Please Identify The Co-sponsor's Name, Address, Phone Number and ASCAP Account Number)
			x .01	\$		Name: _____ Address: _____ Phone No: _____ Account No: _____
			x .01	\$		Name: _____ Address: _____ Phone No: _____ Account No: _____
			x .01	\$		Name: _____ Address: _____ Phone No: _____ Account No: _____
			x .01	\$		Name: _____ Address: _____ Phone No: _____ Account No: _____

****Special Events** means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" of such Special Event exceeds \$25,000.

*****Gross Revenue** means all monies received by LICENSEE or on LICENSEE'S behalf from the sale of tickets for each Special Event. If there are no monies from the sale of tickets, "Gross Revenue" shall mean contributions from sponsors or other payments received by LICENSEE for each Special Event.

GLCS@ascap.com 1-800-505-4052 1-615-691-7795 (FAX)
 Epayment Websites: <http://www.ascap.com/mylicense> or <http://www.ascap.com>

LOCAL GOVERNMENT ENTITIES (continued): (Please complete form in its entirety.)

SCHEDULE C: State Municipal and/or County Leagues or State Associations of Attorneys

Report Year: _____ Annual License Fee: \$500.00 (Due within 30 days of Renewal Date.)

Total Fees Reported From Any or All of Schedules A, B or C: \$ _____

Base License Fees accompanied by a completed Report Form are due and payable within 30 days of the License Agreement's renewal date. The Report along with payment may be mailed to the ASCAP address below.

Contact Person: _____ / _____
(Please print Contact's Name.) (Please print Contact's Title.)

Phone No.: () _____ Fax No.: () _____ Email: _____ Website: _____

I certify that the above information is true and correct. Signature: _____

Dated: _____ (Please print Name and Title of Signature name above.)

GLCS@ascap.com 1-800-505-4052 1-615-691-7795 (FAX)
Epayment Websites: <http://www.ascap.com/mylicense> or <http://www.ascap.com>

12/20/2010 F0166_0124



Account No.: 500639586

Town Of Schodack, NY
265 Schuurman Road
Castleton, NY 12033

ASCAP
Account Services
P. O. Box 331608-7515,
Nashville, TN 37203-9998

IMLA