

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: Shawn Zinzow

Name of Seminar/Conf./Course: NYRWA Annual Tech Conference
Location (Venue, City): Niagra Falls Conference Center
Dates of Seminar: Niagra Falls, NY May 22-25, 2017
Cost of Seminar (Registration Fees): \$ 325.00

Travel Costs:
Mileage - Rate as of 1/1/16 \$ 0.540 \$

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 X Y N

Lodging:
Name of Hotel/Motel Sheraton at the Falls
of Rooms 1
of Nights 3
Cost per night 129
Total Lodging Cost \$ 387.00

Meals:
Included in seminar cost Y X N
Estimated cost if you answered no above \$80.00

Total estimated cost to attend: 792.00
Estimated cost per staff member* _____

(total cost divided by # of ppl attending)

Is the total cost budgeted? X Y N

TB Resolution needed? * X Y N
If Yes, please document resolution # #2017-

Department Head Approval _____

Supervisor Approval _____

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

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



WATER TREATMENT CONSULTANTS
& MANUFACTURER REPRESENTATIVES
1448 Saratoga Road, Ballston Spa 12020
(518) 273-0500 (518) 273-0545(f)
BandLcontrol@gmail.com

This Services agreement is made on the 1st day of January 2017 by and between B & L Control Service Inc. of 1448 Saratoga Road, Ballston Spa, New York and Town of Schodack of 265 Schuurman Road, Castleton-on-Hudson, New York (hereinafter "client" or "Owner"). B & L Control Service Inc. and client agree as follows:

1. Scope of Services: Services will be rendered by B & L Control Service Inc. (hereinafter B & L") for client for property located at 125 Harry Howard Avenue, Hudson, New York. A minimum of five service visits will be rendered during this time period to supply below marked chemical and services, as specified herein, to client's system(s). Services requested by client and to be provided by B & L include the following; B&L Control Service Inc. agrees to check on equipment function, supply chemicals when needed, provide chemical readings, make necessary equipment and supply changes or modifications at the request of and with authorization from client and provide written recommendations to appropriate facility personnel with regard to such equipment and supply. B&L Control Service Inc. cannot and will not be held responsible for recommendations made to client that are not promptly and properly implemented and followed by client. While B&L Control Service Inc. is a consultation and services company, we cannot be held responsible for the client's equipment or chemicals function, effectiveness, or failure between our visits to client's property. Please see schedule of services to be provided on schedule A. For cooling tower, evaporative and condenser water, and any open water system(s) to be treated with biocide please see the attached maintenance schedule which is an integral part of this contract.

Please Provide Site contact name and number: _____

Please check this box if Saturday access is available for routine service visits. Please provide Saturday access site contact if different from M-F Contact.

2. Term of Services : This signed agreement will start effective January 1, 2017 for a period of one year(s) and end effective December 31, 2017 for the total sum of \$3,445.00. If contract is for more than one year, the applicable payment schedule is attached. This agreement is subject to amendment and renegotiation if acceptance is not received within 10 days of the date set forth above. Any request for an estimate of time in which the services above are to be completed shall be made in writing.

3. Compensation: The authorized person or representative signing this agreement agrees and gives consent for the above named client being responsible for payment. Client agrees to pay B & L Control Service Inc. compensation for services rendered in the amount[s] specified above.

a. **Additional Fees:** The above listed fee for services does not include extra work (as defined in the attached Standard Terms and Conditions of Agreement). Fees and expenses associated with "extra work" are in addition to the fee set forth above and will be separately invoiced.

b. **Change Orders:** All changes to the scope of services must be requested, in writing, by client in advance of the work being performed by B & L Control Service Inc. Client agrees to pay for any additional services, equipment or chemicals requested in any change order or provided on service ticket signed by any agent or representative of B & L Control Service Inc.

c. **Payment Due:** Contract will be billed in full at the start of the specified term. Should the client wish to pay semi-annually or quarterly, the client must contact the office to arrange a payment schedule. Any remaining balance unpaid at the completion of the specified term is subject to interest and penalty charges. B & L Control Service Inc. accepts cash, most major

Initial: _____



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credit cards, check or ACH payments.

4. Exclusions from Services Provided: The scope of services provided by B & L Control Service Inc. is specified in the above described services and does not include the parts and equipment deemed necessary for the successful function of the system that B & L is treating. Any such parts and equipment will be billed separately from the fees described in this contract unless otherwise noted below. Parts or equipment included in this contract:

If the client desires services which are not within the scope of services outlined above, the client agrees to the Change Order provisions above and agrees to pay further fees for any such additional services rendered.

5. Permits and Licensing: B & L Control Service Inc. is a registered pesticide applicator business. Pesticides / biocides applied will be those registered with the State of New York and applied by registered pesticide applicators. B&L Control Service Inc. will not be held responsible for discharges from and or permitting of client's equipment or systems. It is the responsibility of the facility owner to obtain proper approval and/or permits for the discharge of pesticide / biocide chemical through effluent discharge, emissions or other means.

6. Authorization for execution: The undersigned warrants he/she has authority to sign as, or on behalf of, the Client. If the undersigned does not have such authority, it is agreed that he/she will be personally responsible for any breach of this agreement and for payments required hereunder. In the event of any breach of this agreement or warranty, reasonable attorney's fee shall be included in any judgment rendered and Client understands and consents to such inclusion of fees.

This agreement represents the complete and integrated agreement between the parties and supersedes all prior agreements, may be amended only in writing and is binding upon the parties, their successors, assigns and legal representatives.

This Agreement, as signed by the client or client's representative, includes the following Standard Terms and Conditions incorporated herein by this reference, and to which the client agrees to be bound.

Date

Client Representative Signature

Print name and Title

() Initial here to authorize B & L Control Service Inc. to obtain payment of any fees due from your credit card. B & L Control Service Inc. will contact you to obtain the necessary information.

Date

B&L Control Service Inc. Representative

Print name and Title

Initial: _____



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STANDARD TERMS AND CONDITIONS OF AGREEMENT

1. **EXTRA WORK:** Extra work may include, but not be limited to, the replacement and/or repair of equipment and/or part. All extra work will be authorized by Client in writing prior to commencement by B & L Control Service Inc.
2. **DELAY:** Any delay, default, or termination in or of the performance of any obligation of B & L Control Service Inc. under this Agreement caused directly or indirectly by strikes, accidents, acts of God, shortage or unavailability of labor, materials, power or transportation through normal commercial channels, failure of client or client's agents to furnish information or to approve or disapprove B & L Control Service Inc.'s work promptly, late, slow or faulty performance by client, other contractors or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of B & L Control Service Inc. work, or any other acts of the client or any other Federal, State, or local government agency, or any other cause beyond B & L Control Service Inc.'s reasonable control, shall not be deemed a breach of this Agreement. The occurrence of any such event shall suspend the obligations of B & L Control Service Inc. as long as performance is delayed or prevented thereby, and the fees due hereunder shall be equitably adjusted, as agreed by B & L Control Service Inc.
3. **TERMINATION:** The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial and material failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, B & L Control Service Inc. shall be paid for all services rendered to the date of termination, as well as for all reimbursable expenses and termination expenses. For purposes of this section, the failure of the Client to pay B & L Control Service Inc. within thirty (30) days of receipt of an invoice shall be considered a substantial and material failure. In the event of a substantial and material failure on the part of the Client, B & L Control Service Inc., in addition to the right to terminate set forth in this paragraph, may also elect to suspend work until the default in question has been cured. No delay or omission on the part of B & L Control Service Inc. in exercising any right or remedy hereunder shall constitute a waiver of any such right or remedy on any future occasion.
4. **INDEMNIFICATION:** Client shall indemnify, defend and hold B & L Control Service Inc. harmless for any and all loss, cost, expense, claim, damage, suit, injury or liability of any nature arising from: (a) existing condition of machinery, pipes, mechanical units, client's equipment, etc.; (b) job site conditions and performance of work by others; (c) inaccuracy of data or information supplied by Client; and (d) work performed on infrastructure or machinery supplied by others, unless said loss was solely caused by B & L Control Service Inc.'s own negligence.
5. **LITIGATION:** Should litigation be necessary to collect any portion of the amounts payable hereunder, then all costs and expenses of litigation and collection, including, without limitation, fees, court costs, and attorney's fees (including such costs and fees on appeal), shall be the obligation of the Client. This Agreement is to be governed by the laws of the State of New York.
6. **ARBITRATION:** Client and B & L Control Service Inc. agree to make every effort to resolve all claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this agreement through arbitration. The parties further agree that the Client will require that all contractors, subcontractors, and material-persons, and their insurers and sureties whose fees, services or materials exceed five thousand dollars (\$5,000), as a condition for participation in the project and agreement to perform labor or services, shall agree to the use of arbitration to resolve any disputes.
7. **RISK ALLOCATION:** The Client agrees that B & L Control Service Inc.'s liability for all damages, including consequential damages, to the Client for any cause whatsoever in connection with this project, and regardless of the form of action, whether in the breach of this agreement or in tort, including negligence, shall be limited to B & L Control Service Inc.'s total fee for services rendered on the project.

Initial: _____



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8. **INSURANCE:** B & L Control Service Inc. shall procure and maintain throughout the period of this Agreement, at B & L Control Service Inc.'s own cost, insurance for protection from claims under worker's compensation, temporary disability and other similar insurance required by applicable State and Federal laws. Certificates for all such policies of Insurance shall be provided to the Client upon written request. B & L Control Service Inc. shall not be responsible for any loss, damage or liability beyond the amount limits and conditions of such insurance.
9. **SUCCESSORS AND ASSIGNS:** Neither Client nor B & L Control Service Inc. shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law.
10. **NOTICES:** All notices called for by this agreement shall be in writing and shall be deemed to have been sufficiently given or served when presented personally or when deposited in the mail, postage prepaid, certified and return receipt requested.
11. **SITE CONDITIONS:** Client shall provide B & L Control Service Inc. with any information regarding potential hazards or whether personal protective measures are required when working on site(s) associated with this agreement. B & L Control Service Inc. personnel shall be afforded the opportunity to review any health and safety plans available for the site(s) that they will be working on. Owners and/or agents should monitor their system(s) at the frequency recommended and are responsible for taking action to have their systems properly operated when and as needed, and to contact B & L if service is required. Client should contact us either by email, phone or fax to let us know about spillage, empty containers, operation malfunction or other failures or alarms so that service can be timely provided.
12. **RIGHT OF ENTRY AND CLEARANCE:** The Client agrees to furnish the right of entry to the project site for B & L Control Service Inc. or its representatives and warrants (if the site is not owned by Client) that permission has been granted pursuant to the scope of services.
13. **OTHER AGENCIES:** It is understood by both parties that acceptance of this Agreement in no way constitutes any guarantee of quantitative performance as it pertains to the procurement of approvals or permits required from any governing agency in the course of execution of this Agreement. Furthermore, although the timely execution of work is the responsibility of B & L Control Service Inc., this Agreement in no way guarantees the timeliness of any action required from a reviewing or permitting agency.

Initial: _____



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Schedule A

A detailed list of services to be provided by B & L Control Service Inc. to client is set forth below:

- Provide scale and corrosion inhibitor for closed loop water system(s)
Check freeze protection of glycol closed system(s)
Free laboratory testing of glycol systems available upon request.**

To include the following selected systems. (Check all that apply)

- Chilled
- Hot water heating
- Heat Pump Loop
- Preheat
- Reheat
- Heat Recovery

- Other – Tower Glycol – Ethylene Glycol

Glycol Loop(s) (Always billed additional unless otherwise noted)

- _____ at \$ _____ per gallon*
- _____ gallons included at above per gallon price,
additional to be billed as needed. *Per gallon price subject to change due
to market fluctuations without notice.

- Provide scale, corrosion and total bacteria control using biocides for
cooling tower / Open Evaporative Pan Water Loop(s)
Formula 1150, Stabrom 909, Aquacar 714**

It is the responsibility of the owner or its agents to give adequate advanced notice to B&L of the system(s) seasonal status changes. For example: when the system is filled with water at beginning of cooling season or when the water is drained for winter.

For positive legionella samples that need chemical disinfection and additional treatment and/or require a mini Wisconsin, an additional charge of \$1,200.00 will be assessed per disinfection needed. No warranties or guarantees of success will be given. This disinfection of the open evaporative water system will include 2 follow up legionella samples.

- Legionella samples are to be taken at 60-90 day intervals by B&L Control Services Inc. Contract price includes results from the collection of up to four samples, which will be analyzed by a New York State approved laboratory. Any additional samples needed will be billed in addition to the contract price at \$250.00 per sample. (Must be checked to be included)
- Shutdown sample must be pulled within 30 days of shutdown.
- Yearly inspection of system(s) as per NYS Law Included (Must be checked to be included)

Initial: _____



Date: Wednesday, October 5, 2016 8:08 AM
From: Tony Leggiero <ALeggiero@KinsleyPower.com>
To: holmesk@albany.twcbc.com <holmesk@albany.twcbc.com>
Subject: FW: generator service quote

Hello Sir. Thank you for the opportunity. A few notes of importance.

- Hourly Labor rate for any service call, regular hours= \$155 per hour
- Trip charge for any service call is \$65
- We are available 24/7.
- We provide technical support via phone.

I ask that you let me stop by sometime in the next week. There's a lot more I'd like to tell you about my company and its better done in person than over the email. I live on Sunset Road in Castleton so it's convenient for me to stop in whenever you choose.

Please confirm receipt. Thanks.

Location		KW	Semi Annual	Annual	
Clearview Water Treatment	✓	30	\$ 214.00	\$ 340.00	554.00
Town Hall	✓	125	\$ 271.00	\$ 516.00	787.00
RT 20 Booster	✓	70	\$ 271.00	\$ 475.00	746.00
Main Water Treatment Plant	✓	280	\$ 271.00	\$ 779.00	1050.00
Waters Road	✓	35	\$ 214.00	\$ 340.00	554.00
Castleridge Sewer		20	\$ 214.00	\$ 334.00	548.00
Pondview Sewer	✓	20	\$ 214.00	\$ 334.00	548.00
Empire Front	✓	24	\$ 214.00	\$ 338.00	552.00
Empire Back	✓	24	\$ 214.00	\$ 338.00	552.00
Miller Road Sewer	✓	38	\$ 214.00	\$ 340.00	554.00
					6,445.00

Tony Leggiero

Kinsley Power Systems
 60 Loudonville Road
 Albany, NY 12204

CELL 518.698.1004
 FAX 518.458.1738



Date: Wednesday, October 5, 2016 8:08 AM
From: Tony Leggiero <ALeggiero@KinsleyPower.com>
To: holmesk@albany.twcbc.com <holmesk@albany.twcbc.com>
Subject: FW: generator service quote

Hello Sir. Thank you for the opportunity. A few notes of importance.

- Hourly Labor rate for any service call, regular hours= \$155 per hour
- Trip charge for any service call is \$65
- We are available 24/7.
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Location	KW	Semi Annual	Annual
Clearview Water Treatment	30	\$ 214.00	\$ 340.00
Town Hall	125	\$ 271.00	\$ 516.00
RT 20 Booster	70	\$ 271.00	\$ 475.00
Main Water Treatment Plant	280	\$ 271.00	\$ 779.00
Waters Road	35	\$ 214.00	\$ 340.00
Castleridge Sewer	20	\$ 214.00	\$ 334.00
Pondview Sewer	20	\$ 214.00	\$ 334.00
Empire Front	24	\$ 214.00	\$ 338.00
Empire Back	24	\$ 214.00	\$ 338.00
Miller Road Sewer	38	\$ 214.00	\$ 340.00

Tony Leggiero

Kinsley Power Systems
60 Loudonville Road
Albany, NY 12204

Proposal



Quote Number	Project Name	Date
Q-17-0258	Schodack Highway Department - MCC	3/21/2017

From: Tony Leggiero
60 Loudonville Road
Albany, NY 12204
Phone: 518.292.6657
Fax: 518.458.1738
Email: aleggiero@kinsleypower.com
Cell: 518.698.1004

Billing Info: Town of Schodack - Highway Dept
3776 U.S. Route 20
Nassau, NY 12123

Contact: Kenneth Holmes

Summary

Kohler Generator: 30REZG, 3011268 / Kohler ATS: KSS-DCTB-02005, K2343543

Physical Address - Town of Schodack , Clearview Blvd, Castleton, NY, 12033

Level 1 Service - Qty Per Year: 1, Price Per Service: **\$214.00**, Level 1 Total Yearly Price:**\$214.00**

Level 2 Service - Qty Per Year: 1, Price Per Service: **\$340.00**, Level 2 Total Yearly Price: **\$340.00**

Generator: 125kW, TOWN HALL

Physical Address - Town of Schodack - Town Hall , Castleton, NY, 12033

Level 1 Service - Qty Per Year: 1, Price Per Service: **\$271.00**, Level 1 Total Yearly Price:**\$271.00**

Level 2 Service - Qty Per Year: 1, Price Per Service: **\$516.00**, Level 2 Total Yearly Price: **\$516.00**

Generator: 70kW , RT 20 Booster

Physical Address - Town of Schodack , RT20 Booster, Castleton, NY, 12033

Level 1 Service - Qty Per Year: 1, Price Per Service: **\$271.00**, Level 1 Total Yearly Price:**\$271.00**

Level 2 Service - Qty Per Year: 1, Price Per Service: **\$475.00**, Level 2 Total Yearly Price: **\$475.00**

Generator: 280kW, Main Water Plant

Physical Address - Town of Schodack , Main Water Treatment Plant, Castleton, NY, 12033

Level 1 Service - Qty Per Year: 1, Price Per Service: **\$271.00**, Level 1 Total Yearly Price:**\$271.00**

Level 2 Service - Qty Per Year: 1, Price Per Service: **\$779.00**, Level 2 Total Yearly Price: **\$779.00**

Generator: 35kW, Waters Road

Physical Address - Town of Schodack , Waters Road, Castleton, NY, 12033

Level 1 Service - Qty Per Year: 1, Price Per Service: **\$214.00**, Level 1 Total Yearly Price:**\$214.00**

Level 2 Service - Qty Per Year: 1, Price Per Service: **\$340.00**, Level 2 Total Yearly Price: **\$340.00**

Proposal



Generator: 20kW, Castleridge Sewer

Physical Address - Town of Schodack , Castleridge Sewer, Castleton, NY, 12033

Level 1 Service - Qty Per Year: 1, Price Per Service: **\$214.00**, Level 1 Total Yearly Price: **\$214.00**

Level 2 Service - Qty Per Year: 1, Price Per Service: **\$334.00**, Level 2 Total Yearly Price: **\$334.00**

Generator: 20kW Pondview Sewer

Physical Address - Town of Schodack , Pondview Sewer, Castleton, NY, 12033

Level 1 Service - Qty Per Year: 1, Price Per Service: **\$214.00**, Level 1 Total Yearly Price: **\$214.00**

Level 2 Service - Qty Per Year: 1, Price Per Service: **\$334.00**, Level 2 Total Yearly Price: **\$334.00**

Generator: 24kW

Physical Address - Town of Schodack , Empire Front, Castleton, NY, 12033

Level 1 Service - Qty Per Year: 1, Price Per Service: **\$214.00**, Level 1 Total Yearly Price: **\$214.00**

Level 2 Service - Qty Per Year: 1, Price Per Service: **\$338.00**, Level 2 Total Yearly Price: **\$338.00**

Generator: 24kW

Physical Address - Town of Schodack , Empire Back, Castleton, NY, 12033

Level 1 Service - Qty Per Year: 1, Price Per Service: **\$214.00**, Level 1 Total Yearly Price: **\$214.00**

Level 2 Service - Qty Per Year: 1, Price Per Service: **\$338.00**, Level 2 Total Yearly Price: **\$338.00**

Generator: 38kW

Physical Address - Town of Schodack , Miller Road Sewer, Castleton, NY, 12033

Level 1 Service - Qty Per Year: 1, Price Per Service: **\$214.00**, Level 1 Total Yearly Price: **\$214.00**

Level 2 Service - Qty Per Year: 1, Price Per Service: **\$340.00**, Level 2 Total Yearly Price: **\$340.00**

Prevailing wage rates apply

TOTAL YEARLY CONTRACT PRICE: \$6,445.00

Price Quotation Expires in 30 Days

Who will service your equipment?

Kinsley employs the largest number of EGSA certified technicians--over 40 technicians serving the northeast with collectively more experience and focus on generator repair and maintenance than any service company in the industry. In some cases you may see the same technician at every service visit. Regardless, you will be treated respectfully, your equipment will be serviced expertly, and your property will be cared for with respect and attention to detail when we are on site.

CUSTOMER PREFERENCES: Circle below:

Proposal



<p>Do you require us to call ahead and schedule the maintenance work when it is due to be performed?</p>	<p>To exercise the generator under load or to service indoor mounted transfer switches, will someone be present to allow our technician to enter the building?</p>	<p>If generator is inoperable when we attempt to perform maintenance, do we have your permission to replace needed parts at time of service if no one is available to authorize the above repairs while on site?*</p>	<p>Is the generator drive up serviceable at grade level?*</p>	<p>Does the location have prevailing wage requirements?*</p>
<p>YES <> NO</p>	<p>YES <> NO</p>	<p>YES <> NO</p>	<p>YES <> NO</p>	<p>YES <> NO</p>

*Price increase will apply

How often will your unit(s) be serviced?

The most common plan selected (assuming backup/exercise hours only) is to get one Level 1 service and one Level 2 service each year (except for healthcare/life safety or other critical applications where more is required).

Please **initial below**, and specify the quantities of visits (by type) being requested on an annual basis (as well as your preference for what month(s) you prefer the work be done):

<p><u>QUANTITY of Level 1 visits per year</u></p>	<p><u>QUANTITY of Level 2 visits per year</u></p>
<p>Qty: _____</p>	<p>Qty: _____</p>
<p>Initials _____</p>	<p>Initials _____</p>
<p>Preference of timing: _____</p>	<p>Month(s): _____</p>

What's included:

<u>Preventative Maintenance Performed</u>	<u>Generator or ATS?</u>	<u>Level 1 (Minor)</u>	<u>Level 2 (Major)</u>
Check Lubricating oil, add as required	Generator	X	NA
Change Lubricating oil and oil filter	Generator	NA	X
Check radiator/cooling system (radiator, radiator cap, water pump, coolant hoses/clamps). Add coolant as required	Generator	X	X
Perform on site coolant analysis-test freeze point, nitrate levels, corrosion inhibitor levels	Generator	NA	X
Check air filter(s), hoses and crankcase breather	Generator	X	NA
Change air filter as needed	Generator	NA	X
Check fuel lines/hoses for leaks/pliability, inspect fuel vents for obstructions, check/clean fuel sediment bowl	Generator	X	X
Check fuel / water separator (if applicable)	Generator	X	NA
Replace fuel / water separator (if applicable)	Generator	NA	X
Check (and notate for diagnosis) warning lights illuminated, gauges/instrumentation function/fauls	Generator & ATS	X	X
Check fan belts for excessive wear, inspect/adjust tension	Generator	X	X

The Energy Solutions Company

Proposal



Check governor belts for excessive wear, adjust tension if needed (if applicable)	Generator	X	X
Check battery charger, adjust if necessary	Generator	X	X
Replace spark plugs, points, distributor cap and ignition rotor (if applicable)	Generator	NA	X
Check battery capacity, clean battery and apply anti-corrosion treatment to terminal	Generator	X	X
Perform Generator, Generator End, ATS & Component functional and safety check	Generator & ATS	X	X
Run Generator – under load when possible (customer authorization required)	Generator & ATS	X	X
Conduct Electrical Frequency Analysis and adjust if necessary	Generator	X	X

OFFER ACCEPTANCE

I hereby authorize Kinsley Power Systems, Inc. to use this form as a bona fide purchase order of the services quoted on Proposal Number Q-17-0258 which clearly establishes definite price and specifications of services ordered. The person signing is doing so according to the terms and conditions.

Proposed By:

Company: Kinsley Power Systems, Inc.

Signature: Tony Leggiero

Printed Name: Tony Leggiero

Title: AMS Sales Manager

Date: Tuesday, March 21, 2017

Accepted By:

Company: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Terms & Conditions:

This Preventative Maintenance Agreement is entered into by Kinsley Power Systems, and the generator equipment owner as signed, for the purpose of maintaining their equipment in the best possible operating conditions in order to minimize the necessity of emergency service. This agreement does not relieve the owner of periodic checks and testing as outlined in the manufacturer's manuals. While preventative maintenance should result in maximum availability of generator equipment, Kinsley Power Systems, makes no warranties or guarantees as to equipment uptime and disclaims any responsibility for consequential damages. Services to be performed are specified herein, and constitute the extent of this agreement. The generator equipment owner will be furnished with an inspection report denoting conditions found and further service found to be required, if any.

No services, parts or materials are covered under this agreement unless specifically referred to herein, nor does this agreement include expenses to repair any damage resulting from abuse, accident, theft, acts of a third party, forces of nature or altering the equipment. Services requested but not covered under this agreement will be billed at normal rates for labor, travel, or parts.

CONTRACT: This agreement will be automatically renewed every year until canceled in writing with 30 days prior written notice by either party. Kinsley Power reserves the right to review the service contract pricing annually, using the Consumer Price Index as a guideline for any adjustments. It is mutually understood that this proposal sets forth our entire agreement.

PLEASE RETURN A SIGNED COPY OF THIS QUOTE TO US BY FAXING IT TO 860.392.0222

For any questions, please contact our aftermarket sales specialist, at ams@kinsleypower.com

The Energy Solutions Company

Kinsley Power Systems General Terms and Conditions

1.6 Summary: These General Terms & Conditions are between Kinsley Group, Inc. d/b/a Kinsley Power Systems ("Kinsley") having a mailing address of 14 Connecticut South Drive, East Granby, CT 06026 (fax number 860-844-6136) and the person, company, firm or business entity purchasing equipment, renting equipment and/or obtaining products or services from Kinsley ("Customer", "You" or "Your"). The purpose of these General Terms & Conditions is to set forth the general terms and conditions that will apply to all services performed by Kinsley for the Customer and all products sold by Kinsley to the Customer. Specific terms and conditions on which such services and products will be provided may be set forth in separate agreements (written proposals, quotations, etc.) (each hereinafter referred to as a "Related Agreement"). The provisions of these General Terms & Conditions shall be incorporated into each of these Related Agreements and govern all the understandings and agreements between the parties unless otherwise expressly set forth in a Related Agreement. In the event of a specific conflict between the provisions of these General Terms & Conditions and the express provisions of any Related Agreement, the Related Agreement shall control, except for Section 3.0 below, "Limited Warranty Statement", which shall control over any Related Agreement, unless such Section 3.0 is specifically referenced and amended in writing and signed by authorized personnel of Kinsley. These General Terms and Conditions shall apply to each individual project, sale or transaction, provided that a default by Customer under the General Terms and Conditions or a Related Agreement with respect to one project, sale or transaction shall constitute a Customer default under all projects, sales and transactions with such Customer and its affiliates.

2.0 Freight and Payment Terms: Kinsley's freight terms are F.O.B. Factory/Origin. All charges are due and payable in accordance to our credit terms set forth on Kinsley's invoice. Down payments and/or progress payments may be required prior to order, release or shipment. Unless otherwise agreed to in writing, payments related to equipment purchases are due on Net, thirty (30) day terms from invoice date or prior to start-up, whichever comes first. No retainage is allowed. Payments related to rentals or service invoices are due on a Net, ten (10) day term from invoice date. If the Purchaser delays delivery from the agreed upon date, payment terms shall take effect on the date Kinsley is prepared to make shipment. The failure of customer to make any payments required by General Terms and Conditions or under any Related Agreement shall be considered a material breach and event of default and, without limiting its remedies at law or under these General Terms and Conditions, shall entitle Kinsley to suspend or terminate the services or products provided to you under all Related Agreements, even if the Related Agreements are for different projects or locations.

2.1 Recoverable Costs & Expenses: All costs advanced and expenses incurred that are related to the services performed will be reimbursed to Kinsley. These may include, but not be limited to, airfare, hotel accommodations, tolls, business meals, parking, miscellaneous travel expenses, fares, courier charges, express mailing, mileage round-trip from Kinsley's service location or shipping point, and all other out-of-pocket expenses.

2.2 Finance Charges, Collection Costs, Expenses, and Other Remedies: All bills not paid within agreed-upon terms shall be assessed a late charge of one and one-half percent (1.5%) per month (eighteen percent (18%) per annum) on the unpaid balance until paid in full. In the event that Kinsley incurs collection expenses or brings any lawsuit, arbitration or other proceeding to collect amounts owed, Kinsley shall be entitled to recover the costs and expenses (including but not limited to its filing fees, witness fees and reasonable legal fees) incurred in collecting such amounts. Kinsley reserves the right, where permitted by law, to charge a two percent (2%) surcharge, processing fee, or convenience fee for all payments made by credit card. Furthermore, if Kinsley is not paid in full within one hundred twenty (90) days of invoice date, Kinsley reserves the right to remove any rental equipment or partially paid equipment from customer site, storage, or any physical location where equipment resides and place the equipment back into Kinsley inventory for resale or further rent. Any proceeds from resale will be used first to reimburse Kinsley for any removal costs and other remedies or costs incurred due to the delinquency, removal, and resale.

2.3 Storage: If equipment ordered by Customer is not shipped after notification has been made to the Customer or its agent that it is ready for shipping, for any reason beyond Kinsley's control, including Customer's failure to give shipping instructions, Kinsley may store the equipment at the Customer's risk and expense. The Customer shall pay all handling, transportation, storage and insurance cost at the prevailing commercial rates.

2.4 Credit Approval, Sales: Shipments, deliveries and performance of work shall at all times be subject to the approval of Kinsley. Kinsley may at any time reject any purchase order, or decline to make any shipment or delivery or perform any work except upon receipt of payment or security or upon terms and conditions satisfactory to Kinsley in its sole discretion.

2.5 Cancellation or Changes: Order cancellations without Kinsley's written consent, shall be subject to, in Kinsley's sole discretion, the following:

General Note: Standard Product Orders cancelled within five (5) weeks of the acknowledged ship date from the vendor or three (3) weeks of the production start date will be subject to a charge of twenty percent (20%) of the selling price plus a charge for unique parts. Orders completed and ready for shipment are non-cancelable. Estimated order cancellation fees will be offered upon request and are subject to change based on actual product and engineering fees.

Electrical Controls: Standard Product Orders cancelled within five (5) weeks of the acknowledged ship date from the vendor or cancelled within three (3) weeks of the production start date will be subject to a charge of up to twenty percent (20%) of selling price plus a charge for unique parts. Orders completed and ready for shipment are non-cancelable.

Paralleling Switchgear or DPS: In the event of order cancellation, prior to release of order for manufacture and following receipt of order by Kohler, there will be a charge of fifteen percent (15%) of selling price, with additional charges related to unique part procurement and engineering fees. Once a Kohler accepted order is released for manufacture, paralleling switchgear and DPS orders are non-cancelable.

ATS, Standard, Programmed or Closed Transition (100 to 1200A): Orders cancelled at least two (2) weeks prior to acknowledged ship date from the vendor will be subject to a charge of twenty percent (20%) of selling price. Orders cancelled within two (2) weeks of acknowledged ship date from the vendor will be subject to a charge of fifty percent (50%) of selling price.

ATS, Standard, Programmed or Closed Transition (1600 to 4000A): Orders cancelled at least four (4) weeks prior to acknowledged ship date from the vendor will be subject to a charge of twenty percent (20%) of selling price. Orders cancelled less than four (4) weeks prior to acknowledged ship date from the vendor will be subject to a charge of fifty percent (50%) of selling price.

ATS, Busway Isolation (up to 1200A): Orders cancelled at least three (3) weeks prior to acknowledged ship date from the vendor will be subject to a charge of thirty percent (30%) of selling price. Orders cancelled less than three (3) weeks prior to acknowledged ship date from the vendor will be subject to a charge of sixty percent (60%) of selling price.

ATS, Busway Isolation (1600A to 4000A): Orders cancelled at least five (5) weeks prior to acknowledged ship date from the vendor will be subject to a charge of thirty percent (30%) of selling price. Orders cancelled less than five (5) weeks prior to acknowledged ship date from the vendor will be subject to a charge of sixty percent (60%) of selling price.

ATS, Service Entrance: Orders cancelled at least two (2) weeks prior to acknowledged ship date from the vendor will be subject to a charge of twenty percent (20%) of selling price. Orders cancelled less than two (2) weeks prior to acknowledged ship date from the vendor will be subject to a charge of fifty percent (50%) of selling price.

Engineered Specials & Standard Accessories: In the event of order cancellation, once the order has been submitted to Kohler and the order is outside of standard product parameters by Kohler, there will be a charge of fifteen percent (15%) of the selling price plus additional unique parts and engineering charges. Standard accessories cancelled or changed after order acknowledgements are subject to a charge of eight percent (8%) of the value of the accessory or Fifty Dollars (\$50.00) (whichever is greater) plus a charge for unique parts.

Order changes without Kinsley Power Systems' written consent, shall be subject to, in Kinsley's sole discretion, the following:

Rescheduling Product Shipment Dates: Requests to extend the acknowledged ship date from the vendor will be considered on an individual basis. The extended date cannot be greater than three months following the original acknowledged ship date, and storage fees will be assessed. Requests for improved shipping dates will be considered on an individual basis subject to availability of material and manufacturing capacity.

Product Changes: Requests for factory modifications, on an individual basis, will be reviewed and may be possible if received thirty (30) calendar days prior to production start date. Product change requests to orders within the factory frozen schedule (factory will need to be contacted - frozen schedule varies based on generator, tank and enclosure) will be subject to a Five Hundred Dollar (\$500.00) fee in addition to any product or components deemed as unusable by the factory after the change has taken place. All other requests for modifications, including Switchgear and Engineering Specials that are in production at time of order acknowledgement, will be reviewed on an individual basis and will be subject to availability of material. Any product changes may affect the acknowledged shipping date and the acknowledged price. Product deletions will be subject to the conditions of the cancellation policy.

Storage Policy: Products not accepted at acknowledged ship date are subject to a two percent (2%) storage fee per month assessed at time of confirmed ship date. The base date for determination will be the distributor requested shipping date or the Kohler confirmed product availability date, whichever is latest.

Shipping Policy: A claim for a shortage or shipment error must be submitted to Kinsley within thirty (30) days of the product invoice date.

2.6 Return Merchandise: Electrical parts/components and special orders are not returnable. There will be a minimum of a twenty-five percent (25%) restocking charge on all other parts and equipment returns. All sales are final after ninety (90) days. Prior written authorization is required before returning any merchandise. All merchandise must be returned prepaid to Kinsley's designated outlet, unless otherwise instructed when the authorization is granted. Kinsley reserves the right to deny authorization for return of any items in its sole discretion.

Kinsley reserves the right to refuse unauthorized returns in its sole discretion.

All claims on returned goods must be made within thirty (30) days from shipment and accompanied by receipt on which original delivery was made.

In cases where Kinsley sells a product on an "exchange" basis, a "core charge" is payable by the Customer if an acceptable "core" is not returned to Kinsley, freight prepaid, within thirty (30) days after shipment of the exchange product. Kinsley reserves the right to determine if the "core" is "acceptable" (i.e., reasonably and economically suitable for repair and resale).

2.7 Force Majeure: Kinsley shall not be liable in any way for any default or delay due to conditions or contingencies beyond its control, which prevents or interferes with Kinsley or its suppliers or subcontractors making delivery or performing services on the date specified, including but not limited to war, or restraints affecting shipping, delivery of materials or credit as a result of war or war restrictions, non-arrival delay or failure to produce materials as a result of war or war restrictions, rationing of fuel, strikes, lockouts, fires, bombings, acts of terrorism, accidents, weather conditions, floods, droughts and any other condition or contingency affecting Kinsley, its suppliers, or subcontractors; and Kinsley shall have the right to cancel a contract for services or cancel a contract of sale or to extend the shipping date in the event of one or more of such conditions or contingencies. In the event of delayed or extended shipping dates due to the above causes, and the Customer changes shipping instructions, any additional shipping charges shall be paid by the Customer as a part of the purchase price.

2.8 Third Party Vendors: Kinsley may from time to time refer the Customer to third party vendors for specific products or services. These vendors are not Kinsley's subcontractors, so it is the Customer's responsibility to select and negotiate the terms and conditions of the Customer's business with them. Kinsley will not be responsible for their products or services.

2.9 Taxes: In addition to all other amounts payable under this Agreement or under a Related Agreement, the Customer shall pay all United States and foreign sales, use, value added, and other taxes.

Proposal



and duties, of whatever nature, federal, state, provincial or otherwise (herein "taxes"), which are levied or imposed by reason of these General Terms and Conditions or any of the services or products purchased from Kinsley. The Customer must promptly pay Kinsley for any such Taxes paid by Kinsley on behalf of the Customer or which are required to be collected and paid by Kinsley. Kinsley may bill the Customer separately for such Taxes.

2.10 General. Any claims for shortages or deductions for erroneous charges must be made in writing within thirty (30) days after receipt of goods or services or shall be deemed waived. All manufacturers' names, numbers, symbols and descriptions are used for reference purposes only, and it is not implied that any part listed is the product of these manufacturers.

All clerical errors on the part of Kinsley are subject to correction.

Prices are subject to change without notice.

Unless otherwise stated, prices are FOB point of manufacture.

Delivery dates may be quoted by Kinsley. Such dates are estimates only and in no event shall such dates be construed as falling within the meaning of "time is of the essence".

2.11 No Hire Clause. During the term of any Related Agreement under which Kinsley is providing products or services, and for a period of one (1) year thereafter, neither the Customer nor its affiliates shall: (a) employ or hire, or engage as a consultant or subcontractor, any employee or subcontractor of Kinsley or any of its affiliates; (b) solicit any employee or subcontractor of Kinsley or any of its affiliates to become an employee of, or consultant or subcontractor to Customer or any of its affiliates; or (c) recommend or suggest to any other person or entity that it so solicit, employ, hire, or engage any such employee or subcontractor. In the event of any breach of the foregoing provisions, Kinsley shall be entitled to be paid, on demand, as liquidated damages and not as penalty, an amount equal to the annualized base salary and other regular compensation being paid to such employee or subcontractor as of the date of the termination of his or her employment or contract with Kinsley or its affiliate. It is agreed that the amount of damages, which would be suffered because of a breach of the foregoing provisions of this Section, would be difficult to measure and that such payment amount constitutes reasonable liquidated damages for such a breach.

2.12 Governing Law and Jurisdiction. These General Terms & Conditions and each Related Agreement shall be construed and enforced in accordance with the laws of the State of Connecticut, without regard to its conflict of law provisions. The United Nations Convention on the International Sale of Goods shall not apply to these General Terms and Conditions and conditions of any Related Agreement. All suits under this agreement shall be brought and filed in the State of Connecticut.

2.13 Assignment and Transfer. Except as otherwise provided in any Related Agreement, these General Terms and Conditions and any Related Agreement may not be assigned or transferred by Customer, and shall be binding upon and for the benefit of Kinsley and the Customer, as well as the Customer's and Kinsley's respective legal representatives, successors and assigns.

2.14 Invalid Provisions. These General Terms and Conditions and any Related Agreement shall be valid and enforceable to the fullest extent permitted by law. If any term, condition, or provision of these General Terms and Conditions or any Related Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, then such term, condition, or provision shall be curtailed and limited to the extent necessary to bring it within the legal requirements, and the remainder of these General Terms and Conditions, or Related Agreement, and the application of such term, condition, or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

2.15 Entire Agreement, Modification. These General Terms and Conditions and any Related Agreements constitute the entire agreement between Kinsley and the Customer with respect to the subject matter thereof, superseding all previous communications and negotiations, whether written or oral. No modification of these General Terms and Conditions or any Related Agreement shall be binding unless it is in writing and executed by authorized representatives of Kinsley and the Customer.

2.16 Notices. Any written notice or other written communication to a party under these General Terms & Conditions or any Related Agreement shall be delivered personally, sent by fax, or sent by express carrier for next business day delivery evidenced by a receipt, or by United States registered or certified mail, freight or postage prepaid. Notices shall be sent to a party's address or fax number set forth at the beginning of the agreement or purchase order in which these General Terms and Conditions are incorporated or such other address or fax number as such party may specify in writing in accordance with these notice provisions.

2.17 Waiver of Failure to Act. No failure or delay by Kinsley in exercising any right or remedy under these General Terms and Conditions or a Related Agreement shall be deemed to be a waiver. The waiver by Kinsley in any respect of any right provided for in these General Terms and Conditions or any Related Agreement shall not be deemed a waiver of any further right hereunder.

2.18 Third Party Beneficiaries. These General Terms and Conditions and any Related Agreement shall not be deemed to create any rights in any third parties (excepting only Kinsley's affiliates), including suppliers and customers of a party, or to create any obligations of a party to any such third parties.

2.19 Affiliate. As used in these General Terms and Conditions or in any Related Agreement, an "affiliate" of a party means a third party that directly or indirectly (by the ownership of voting securities, contract or otherwise) controls, is controlled by, or is under the common control with, such party.

2.20 Security Interest. Customer hereby grants Kinsley, and Kinsley will retain, a purchase money security interest and lien on any and all equipment, goods or merchandise sold hereunder wherever located, and all replacements or proceeds of the same, until the invoice for the applicable equipment, goods or merchandise is paid in full, including any late charges and costs of collection. Customer consents to Kinsley's use of these General Terms and Conditions, as well as product invoices, as financing statements under the Uniform Commercial Code ("UCC") and to create additional financing statements for protecting this security interest, and appoints Kinsley as Customer's agent for any necessary signatures on such filings and hereby authorizes Kinsley, at Customer's expense, to take such action as may be necessary to perfect and protect Kinsley Power Systems' security interest, including the filing and/or recording of UCC financing statements, and grants Kinsley the right and power of attorney to execute Customer's name thereto. Customer agrees to pay or reimburse Kinsley for any

searches, filings, recording or stamp fees or taxes arising from the filing or recording of any such instrument or statement. In the event of a default by Customer of any of its payment obligations hereunder, Kinsley shall be entitled to any of the rights and remedies provided by law. Customer will not change its name, principal place of business, or state of incorporation without Kinsley's prior written consent, and Customer will notify Kinsley in writing of any change in the location of any other place of business prior to making such change, and of the acquisition of any new place of business prior to such acquisition. Customer shall at its expense protect and defend Kinsley's rights against all persons claiming against or through Customer at all times, keeping the equipment, goods or merchandise sold hereunder free from any other legal process or encumbrance whatsoever, including, but not limited to liens, attachments, levies and executions, and shall give Kinsley immediate written notice thereof and shall indemnify and hold Kinsley harmless from any loss caused thereby.

3.0 LIMITED WARRANTY STATEMENT. Kinsley makes no express or implied warranties, including without limitation, implied warranties of merchantability and fitness for particular purpose, on equipment, parts or devices or any other goods or products sold or rented by Kinsley. The Customer's sole remedy is under the warranty of the manufacturer. At the Customer's request, Kinsley may furnish specific manufacturers' express limited warranty policies. The Customer accepts the goods or products sold "as is" and "with all faults" except only as provided by the warranty of the manufacturer of the goods or products sold.

Kinsley may provide technical information or advice to assist the Customer in the proper application and utilization of equipment or systems, in which case Kinsley disclaims all warranties, express or implied, including without limitation implied warranties of merchantability and fitness for a particular purpose, or compliance with governmental regulations.

SOLE LIMITED WARRANTY BY KINSLEY. Kinsley warrants that for ninety (90) days beginning on the date of invoice, service labor by Kinsley technicians shall be free from material defects in workmanship. This warranty does not cover damage due to external causes including accident, abuse, misuse, problems with electrical power, servicing not authorized or performed by Kinsley, usage not in accordance with product instructions, failure to perform required preventive maintenance, and problems caused by use of parts and components not supplied by Kinsley. This warranty does not cover replacement or repair of materials due to normal wear. Kinsley's responsibility is limited to repair or replacement at its designated facility, and the decision as to location of the repair work shall be made in the sole judgment of Kinsley.

IN NO EVENT SHALL KINSLEY BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE LOSSES OR DAMAGES (INCLUDING, WITHOUT LIMITATION, BUSINESS INTERRUPTION, LOSS OF REVENUE OR PROFITS, FEES OR FINES), EVEN IF KINSLEY HAS BEEN ADVISED OR MADE AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES OR DAMAGES AND REGARDLESS OF WHETHER THE CLAIM IS BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHER THEORY OF LIABILITY.

Kinsley's cumulative liability for all losses and damages under these General Terms and Conditions or under any of the Related Agreements (including, without limitation, those arising out of contract, tort (including negligence), strict liability, warranty, or other theory of liability) shall not exceed (a) in the case of any services provided or to be provided by Kinsley, the amount of the fees paid by Customer for such services under the applicable Related Agreement, and (b) in the case of any products or devices provided or to be provided by Kinsley, the amount of Kinsley's labor services paid by Customer and associated with the product sale.

Kinsley makes no warranties beyond those stated in this warranty statement. Furthermore, no personnel of Kinsley are authorized to make warranties of any nature, orally or otherwise.

3.0 Indemnification. Customer shall save harmless, indemnify, and at Kinsley's option, defend Kinsley, and Kinsley's owners, directors, officers, agents, representatives, affiliates and successors and assigns, from and against any and all liability, liens, claims, demands, damages, expenses, fees, costs, fines, penalties, suits, proceedings, actions and causes of action of every kind and nature arising or growing out of or in any way connected with Kinsley's selling, repairing, evaluating, starting up, testing or maintaining equipment or other items or providing other services or products to or for the benefit of Customer or its affiliates, unless it is determined by a court of competent jurisdiction, after expiration of applicable appeal rights, that such matters were directly caused by Kinsley's gross negligence or willful misconduct.

3.0 Waiver of Subrogation. Customer and all parties claiming to be related to customer hereby agree to release and discharge Kinsley from all claims and/or liabilities arising from or caused by any casualty or hazard which may arise out of or in connection with activities associated with Kinsley's work on equipment or premises at the request or direction of Customer except as specifically stated herein, and Customer agrees to waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof and further agree to evidence such waiver as may be required by Customer's insurance policies.

3.0 Acknowledgment. Customer acknowledges that it engages in the conduct of trade or commerce. Customer acknowledges that this transaction is in a business context and is not for personal services or for personal goods sold or delivered as a consumer.



10/4/2016

Town Of Schodack Highway Department
Town Of Schodack
3776 US Route 20
Nassau, NY
12123

RE: Planned Maintenance Proposal

Attn: Kenneth J. Holmes

Cummins Sales and Service is a premier engine and power generation systems provider committed to delivering fast and proven solutions to our customers. We are pleased to offer you a Planned Maintenance Proposal for your review and approval. Due to the critical nature of your standby power system, this Agreement was developed based on your specific needs and equipment to ensure maximum performance and reliability.

Benefits of Planned Maintenance

- Improves system reliability.
- Maintenance performed by certified technicians specifically trained in power generation.
- PM customers receive preferred service for unscheduled emergency repairs.
- Creation of a service record for customer equipment.
- Additional maintenance recommendations documented at that time.
- Scheduling managed by Cummins Sales and Service to ensure timely maintenance intervals.
- Eliminates administrative burden, covers equipment from multiple vendors.

Please sign, date and return the enclosed Agreement to our office along with any purchase documentation necessary so we can tend to your servicing needs. Should you have any questions or require additional information on any subject relating to your equipment, please feel free to contact me. We look forward to the opportunity to earn your trust and business.

Sincerely,

John Pecori

John Pecori
PM Sales
Office: 518-935-2881
Cell: (518) 915-5846
Email: john.pecori@cummins.com



Cummins Northeast LLC
 101 Railroad Ave
 Albany, NY 12205
 Phone: (518)459-1710
 Fax: (518)459-7815

PLANNED EQUIPMENT MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
Town Of Schodack Highway Department	Name: Kenneth J. Holmes	Quote Date: 10/4/2016
Town Of Schodack	Phone: 518-766-4000	Quote Expires: 12/3/2016
3776 US Route 20	Cell:	Quote ID: QT-810
Nassau, NY	Fax: 518-766-7590	Quoted By: John Pecori
12123	E-mail: holmesk@albany.twcbc.com	Quote Term: 1 Year
Customer #:		
Payment Type: Pay As You Go		

Site Name: Castleridge Sewer

(Town Of Schodack 3776 US Route 20 Nassau NY 12123)

Unit Name:	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Castleridge Sewer						
Make: Cummins						
Model: 20ES	1	July	Inspection	1	\$161.71	\$161.71
S/N: A950565839	1	January	Full Service	1	\$353.86	\$353.86
Size: 35kW						Year 1 Total:\$515.57

ATS Qty: 1
 Notes: The following riders are included for this unit on this quote:
 With Full Service: Air Filter

Site Name: Clearview Water Treatment

(Town Of Schodack 3776 US Route 20 Nassau NY 12123)

Unit Name:	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Clearview Water Treatment						
Make: Kohler						
Model: 30REZG	1	July	Inspection	1	\$174.85	\$174.85
S/N: 301268	1	January	Full Service	1	\$439.35	\$439.35
Size: 30kW						Year 1 Total:\$614.20

ATS Qty: 1
 Notes: The following riders are included for this unit on this quote:
 With Full Service: Air Filter

Site Name: Empire Blvd. Sewer Front

(Town Of Schodack 3776 US Route 20 Nassau NY 12123)

Unit Name:	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Empire Blvd. Sewer Front						
Make: Kohler						
Model: 24RCL	1	July	Inspection	1	\$150.98	\$150.98
S/N: SGM32FZ3B	1	January	Full Service	1	\$395.08	\$395.08
Size: 24kW						Year 1 Total:\$546.06

ATS Qty: 1
 Notes: The following riders are included for this unit on this quote:
 With Full Service: Air Filter

Site Name: Empire Blvd. Sewer Rear

(Town Of Schodack 3776 US Route 20 Nassau NY 12123)

Unit Name:	Empire Blvd. Sewer Rear	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Make:	Kohler	1	July	Inspection	1	\$161.71	\$161.71
Model:	24RCL	1	January	Full Service	1	\$405.81	\$405.81
S/N:	SGM32FZ33	Year 1 Total:\$567.52					
Size:	24kW	The following riders are included for this unit on this quote:					
ATS Qty:	1	With Full Service: Air Filter					
Notes:							

Site Name:Main WTP

(Town Of Schoodack 3776 US Route 20 Nassau NY 12123)

Unit Name:	Main WTP	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Make:	Other	1	July	Inspection	1	\$208.46	\$208.46
Model:	432PSL62101	1	January	Full Service	1	\$783.96	\$783.96
S/N:	MARATHON	Year 1 Total:\$992.42					
Size:	MX131415	The following riders are included for this unit on this quote:					
ATS Qty:	1	With Full Service: Air Filter					
Notes:							

Site Name:Miller Road Sewer

(Town Of Schoodack 3776 US Route 20 Nassau NY 12123)

Unit Name:	Miller Road Sewer	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Make:	Kohler	1	July	Inspection	1	\$161.71	\$161.71
Model:	38RCL	1	January	Full Service	1	\$448.28	\$448.28
S/N:	SMG32BZRK	Year 1 Total:\$609.99					
Size:	38kW	The following riders are included for this unit on this quote:					
ATS Qty:	1	With Full Service: Air Filter					
Notes:							

Site Name:Pondview Sewer

(Town Of Schoodack 3776 US Route 20 Nassau NY 12123)

Unit Name:	Pondview Sewer	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Make:	Other	1	July	Inspection	1	\$161.71	\$161.71
Model:	20DSJ SPECTRUM	1	January	Full Service	1	\$395.96	\$395.96
S/N:	648918	Year 1 Total:\$557.67					
Size:	20kW	The following riders are included for this unit on this quote:					
ATS Qty:	1	With Full Service: Air Filter					
Notes:							

Site Name:Route 20 Booster Station

(Town Of Schoodack 3776 US Route 20 Nassau NY 12123)

Unit Name:	Route 20 Booster Station	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Make:	Caterpillar	1	July	Inspection	1	\$208.83	\$208.83
Model:	LD4P01127	1	January	Full Service	1	\$488.41	\$488.41
S/N:	NEEDED	Year 1 Total:\$697.23					
Size:	70kW	The following riders are included for this unit on this quote:					
ATS Qty:	1	With Full Service: Air Filter					
Notes:							

Site Name: Testing and Minor Repair

(Town Of Schodack 3776 US Route 20 Nassau NY 12123)

Unit Name:	Testing and Minor Repair	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Make:	Other	1	Unknown	Misc Labor repair charge	1	\$374.00	\$374.00
Model:	NA						
S/N:	NA						
Size:	0kW						
ATS Qty:	0						
Notes:							

Site Name: Town Hall

(Town Of Schodack 3776 US Route 20 Nassau NY 12123)

Unit Name:	Town Hall	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Make:	Kohler						
Model:	125ROZ181	1	July	Inspection	1	\$208.46	\$208.46
S/N:	NEEDED	1	January	Full Service	1	\$583.38	\$583.38
Size:	125kW						
ATS Qty:	1						
Notes:							
The following riders are included for this unit on this quote:							
With Full Service: Air Filter							
						Year 1 Total:	\$791.84

Site Name: Waters Road

(Town Of Schodack 3776 US Route 20 Nassau NY 12123)

Unit Name:	Waters Road	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Make:	Cummins						
Model:	GGFD-5779331	1	July	Inspection	1	\$161.71	\$161.71
S/N:	K06090379	1	January	Full Service	1	\$426.20	\$426.20
Size:	35kW						
ATS Qty:	1						
Notes:							
The following riders are included for this unit on this quote:							
With Full Service: Air Filter							
						Year 1 Total:	\$587.91

Year 1 Total:* \$6,854.41

Total Agreement Amount:* \$6,854.41

*Quote does not include applicable taxes



Cummins Northeast LLC
 101 Railroad Ave
 Albany, NY 12205
 Phone: (518)459-1710

PLANNED EQUIPMENT MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
Town Of Schodack Highway Department	Name: Kenneth J. Holmes	Quote Date: 10/4/2016
Town Of Schodack	Phone: 518-766-4000	Quote Expires: 12/3/2016
3776 US Route 20	Cell:	Quote ID: QT-810
Nassau, NY	Fax: 518-766-7590	Quoted By: John Pecori
12123	E-mail: holmesk@albany.twcbc.com	Quote Term: 1 Year
Customer #:		
Payment Type: Pay As You Go		

Total Agreement Amount:* **\$6,854.41**
**Quote does not include applicable taxes*

Comment:

Total Agreement Amount Does Not Include Applicable Taxes. Please call (315) 437-2751 for invoice total prior to sending payment.

Please return signed agreement to:
 Cummins Northeast LLC
 6193 Eastern Ave
 Syracuse, NY 13211
 Phone: (315) 437-2751
 Fax: 315-437-6596

Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to buy from Seller, the foregoing products/services upon the terms and conditions set forth in the "Planned Equipment Maintenance Agreement Terms and Conditions" attached hereto, which are hereby incorporated herein by reference.

Customer Approval (Quote ID: QT-810) _____ **Cummins Northeast LLC Approval** _____

Signature: _____ Signature: _____

Date: _____ Date: _____

Please return this sheet only.

EXHIBIT A

TERMS AND CONDITIONS FOR CUMMINS NORTHEAST LLC.

It is the purpose of this inspection to repair and put the equipment back into good running condition if it requires such. For this purpose, any parts required, not specifically mentioned for the pm, and any additional travel time and/or labor to install these parts will be charged to the generating set owner at PM agreement holder's discounted rates.

Demand service between regular inspections will be provided during regular business hours at PM agreement holder's discounted rates for parts and labor plus the established traveling charges from the shop to the location of the generating set. It is understood that this agreement does not include any parts, labor, or traveling expenses other than those specifically mentioned in the pm. It does not include expenses to repair damage caused by abuse, accident, theft, acts of a third person, forces of nature, or altering of the equipment.

Cummins Northeast, LLC shall not be held responsible or liable for any loss, damage, detention or delay caused by strike, lockouts, fire, explosion, theft, acts of God, riots, civil commotion, malicious mischief, or by any cause beyond its reasonable control. Whether or not the same herein specified, and in any event, it shall not be liable for consequential damages, no work, service, or liability on the part of Cummins Northeast, LLC, other than that mentioned specifically herein is included or intended. This agreement becomes effective upon signature.

Upon credit approval, the agreement will be invoiced to be due within thirty (30) days. This agreement is not assignable without the consent of Cummins Northeast, LLC. The agreement is to run thru terms noted on the pm contract.

Check Points for Annual Full Service Inspection

- Battery condition including cleaning of the terminals and adding water, if needed
- Battery charger operation and charge rate, adjustment if necessary
- Replacement of lubrication oil and filters
- Perform oil analysis (if applicable)
- Disposal of waste oil and filters
- Replacement of fuel filters
- Replacement of water filters
- Inspection of coolant hoses, lubricant and fuel line hoses
- Test coolant system inhibitor level (coolant sample analysis)
- Test antifreeze protection level
- Inspect water pump and all belts
- Visually inspect fuel plumbing and fuel tank
- Inspect air filter and intake system
- Inspect exhaust system
- Functional testing of engine, generator set, including shutdowns, alarms and crank cycling
- Adjustment of engine governor and voltage regulator, if necessary
- Recording and verifying unit is running with proper temperature, pressures, and engine speed
- Check engine operation noting any unusual conditions of performance
- Function testing of automatic transfer switch, switchgear and/or annunciator, if possible (same location / on site)
- Check generator brushes and slip ring (if applicable), stator, lead splices, and circuit breaker
- Inspection of block heater and hoses

Check Points for Minor Inspections

- Battery condition including cleaning of the terminals and adding water, if needed
- Battery charger operation and charge rate, adjustment if necessary
- Inspection of coolant hoses, lubricant and fuel line hoses
- Test coolant system inhibitor level
- Test antifreeze protection level
- Inspect water pump and all belts
- Visually inspect fuel plumbing and fuel tank
- Inspect air filter and intake system
- Inspect exhaust system
- Functional testing of engine, generator set, including shutdowns, alarms and crank cycling
- Adjustment of engine governor and voltage regulator, if necessary
- Recording and verifying unit is running with proper temperature, pressures, and engine speed
- Check engine operation noting any unusual conditions of performance
- Function testing of automatic transfer switch, switchgear and/or annunciator, if possible (same location / on site)
- Check generator brushes and slip ring (if applicable), stator, lead splices, and circuit breaker
- Inspection of block heater and hoses

CAPITAL POWER

Automatic Stand-by Generators

INDUSTRIAL GENERATOR ANNUAL PREVENTATIVE MAINTENANCE SERVICE CONTRACT – (10) Locations, see page (3) for details.

Date: September 23, 2016

Customer Town of Schodack Highway Department
Address 3776 U.S. 20
Nassau, NY 12123
Attention Mr. Ken Holmes, Superintendent
Phone 477-6103

Generator Locations: (10) See page 3.

Service year covered by this agreement: 10/1/16 through 9/30/17

2 Scheduled service visit per site, per contract year.

Next scheduled FULL service date: See Schedules

Next Scheduled CHECK-UP service date: See Schedules

Annual Preventative Maintenance includes the following:

- (2) service visits per year: (1) annual generator full service (facility interruption required), (1) semi-annual check-up service (facility interruption not required).
- Travel to and from the site and up to 4 hours of labor for the full service, testing, and any system diagnostics or minor repair.
- Oil change, filters, spark plugs, unit cleaning, air cleaner replace/cleaning, fluid top-off, misc. consumables, factory PM checks.
- Full system transfer test (1), firmware update and misc. adjustments as required.
- Year-long stand-by 4 hour maximum service response time during utility outage.
- Unlimited technical support for the generators, by phone.

Cost of Annual PM Service Contracts: \$ 7,822.00



Factory Authorized Sales
Certified Service

Division of SL Enterprises Inc. of Albany
500 Elk Street
Albany, NY 12206
518.436.8982

www.capitalstandbypower.com -web
Voits33@aol.com - email

If additional labor and materials are required to diagnose and make any repairs not under warranty, these will be billed out in addition to the above. Labor for repairs required beyond that included in this contract is billed at \$105 per hour by the quarter hour. Non-warranted parts are billed at manufacturer's list price plus freight if applicable. All billing is plus state and local taxes unless a tax-exempt form is on file with Capital Power. Additional costs of repair beyond the base service or warranty coverage will be authorized by the owner before performed or charged. If a second annual full service is required due to generator operating hours caused by an extended power outage before the annual fulfillment of this contract, an additional pro-rata contract will be executed and paid, if desired, to pay for the added Full-Service, as required.

Billing for this service contract will be as follows:

70% billing, upon execution of this agreement.
30% billing, 2/1/2017.

Capital Power is authorized to complete the generator service in accordance with the above terms and conditions.

Authorized by _____, Title _____

Date _____

Thank you for being a Capital Power customer!

Generator location	Man.	Model	Serial	Size	Engine	Full Service Date Lev-1	Check Service Date Lev-2	Annual Cost
Clearview Water Trtment	Kohler	30REZG	301268	30kW	GM-4 LP	10/1-30/2016	4/1-30/2017	\$612.00
Town Hall	Kohler	125ROZJ81		125kW	John Deere, Diesel	10/1-30/2016	4/1-30/2017	\$1,125.00
Route 20 Water Boost	Olympian	LD4PO1127		70kW	Cat Diesel	10/1-30/2016	4/1-30/2017	\$885.00
Main Water Trtment	Marathon	432PSL62101	MX131415	280kW	John Deere Diesel	10/1-30/2016	4/1-30/2017	\$1,255.00
Waters Road	Cummins	GGFD-5779331	K06090379	35kW	Ford NG	10/1-30/2016	4/1-30/2017	\$612.00
Castleridge Sewer	Cummins	20ES	A950565839	20kW	Ford NG	10/1-30/2016	4/1-30/2017	\$612.00
Pondview Sewer	Spectrum	20DSJ	648918	20kW	John Deere Diesel	10/1-30/2016	4/1-30/2017	\$885.00
Empire Blvd - Front Sewer	Kohler	24RCL	SGM32FZ3B	24kW	Kohler LP	5/1-30/2017	11/1-30/2016	\$612.00
Empire Blvd - Rear Sewer	Kohler	24RCL	SGM32FZ33	24kW	Kohler LP	5/1-30/2017	11/1-30/2016	\$612.00
Miller Road Sewer	Kohler	38RCL	SGM32BZRK	38kW	GM LP	10/1-30/2016	4/1-30/2017	\$612.00
								\$7,822.00

Dawne Kelly

From: Donna Conlin
Sent: Friday, March 24, 2017 11:54 AM
To: Dennis Dowds; Jim; Mike; Scott ; Tracey
Cc: Dave Gruenberg Esq. ; Dawne Kelly
Subject: Dogs

Hi Everyone,

I recently attended a Town Clerk’s regional meeting in Fishkill. Our speakers were representatives from the New York State Animal Population Control Fund (APC). When the state changed the licensing to the towns we were under the impression that for any dogs we, the town, exempted (therapy/service), we did not have to charge a fee. Apparently, the State revised Article 7 of the Ag & Mkts. Law in 2013 and the language now states that even though we can still exempt therapy/service dogs from our fee, we are still mandated to collect the \$1.00 for spayed/altered dogs and \$3.00 unspayed/unaltered dogs and that fee is to be sent to the Animal Population Control Fund with the other monies we collect on regular “fee” dogs. This was news to everyone in the room! Service dogs are hearing, sight, PTSD, anxiety, police, search & rescue, etc. and then therapy dogs are those that people train to bring them to hospitals, nursing homes, etc. I think what prompted the state to change the law were the number of “service” dogs that are being exempted. Just like the internet ministers that can perform marriages, I guess you can go on-line and get a service dog card for your pet. Who Knew?..... We do have a slew of these dogs, but we do have some.

I looked at our local law and unfortunately, our law states that they (therapy/service) dogs have no fee. I already called Dave and he is going to do a local law to amend our law so we are in compliance with the state law. I told him I would send you an email to give you the background about this. I asked Dave to do this as soon as possible so can get in compliance with the law. He should have the law to you soon, so that we can authorize the public hearing at the April 13th meeting. It would be P1-2017. I would hope that you could hold the hearing on the 27th and consider adoption of the law that evening. BAS has been notified and is working on an update so we can charge the fee in the exemption category. Hopefully, that will be by the end of April and we should all be on track again.

Donna
Donna L. Conlin, RMC/CMC
Schodack Town Clerk
265 Schuurman Road
Castleton, NY 12033
Phone: 518-477-7590
Fax: 518-477-2439
e-mail: donna.conlin@schodack.org
web: www.schodack.org

Confidential Legal Notice: This message (including any attachments) is intended for the use of the individual or entity to whom it is addressed and contains information that is privileged and confidential. If you are not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you should not disseminate, distribute or copy this information and communication to any individual(s) not specifically identified in the above address headings.

SEQ: CG02	Billy Beez	Crossgates	Child	Group Reservation			
EVENT INFORMATION							
Group Name:	Town of Schodack Day Camp	Phone Number:	518-527-4795				
Contact Name:	Laura Palmer or Sheila Golden	Contact Times:					
Email Address:	laura@schodack.org	Date of Event:	7/17/2017				
Total Number of Guests:	82	Room Service Time:	11am				
PACKAGE			PACKAGE UPGRADES				
Qty	Item	Price	Total	Qty	Item	Price	Total
70	Children	\$14.00	\$980.00	1	Not Catered by Billy Beez	\$0.00	\$0.00
0	Additional Adult	\$6.95	\$0.00	0	Meet & Greet with Billy	\$75.00	\$0.00
1	Self Catered Private Room by Hr.	\$100.00	\$100.00	Package Sub-Total			\$1,080.00
ADDITIONAL FOOD SERVICE ORDER							
Qty	Item	Price	Total	Qty	Item	Price	Total
0	Standard Cake	\$49.95	\$0.00	0	Chicken Tenders Tray	\$49.99	\$0.00
0	Large Cakes	\$79.99	\$0.00	0	Plain Pizza Pie	\$19.99	\$0.00
0	Theme Cake	\$29.99	\$0.00	0	Pepperoni Pizza	\$21.99	\$0.00
0	Baked Ziti Tray	\$60.00	\$0.00	0	Peppers & Mushroom Pie	\$23.99	\$0.00
0	Hot Dog Tray	\$45.00	\$0.00	0	Chicken Pizza Pie	\$24.99	\$0.00
0	Vegetable Platter	\$29.99	\$0.00	0	Extra Pitcher	\$5.99	\$0.00
0	Tray of Fries	\$29.99	\$0.00	0	Ice Cream	\$2.50	\$0.00
0	Fruit Salad	\$50.00	\$0.00	0	Brownie	\$3.50	\$0.00
Food Sub-Total						\$0.00	
PAYMENT INFORMATION							
Billy Beez USA, LLC 3 West 35th Street 3rd Floor, New York, NY 10001 347-640-1126				Tax Status		Tax Exempt	
				Event Sub- Total		\$1,080.00	
				Tax		\$0.00	
				Discount		0	
				Deposit/Date			
				Grand Total		\$1,080.00	
Balance		\$1,080.00					
* Group rates only valid Monday-Friday. * Tax Exempt Forms required for all Tax Exempt group * Average room capacity limited to 30 guests at one time. Listed private room prices are valid for 1 hour. * 50% non-refundable deposit of the grand total is required at the time of the booking. Final payments made by check to be paid 10 days prior to event date. * Socks are required and are available for purchase for \$2.99. * In the event Billy Beez cannot host the event, Billy Beez reserves the right to cancel the event. We will in that instance do our best to reschedule the event as soon as possible. * Billy Beez is a nut and pork free environment * Exclusions may apply, see store for details.							
Date of Booking: 7/17/17				Customer Signature			
Location: CROSSGATES							

Laura Palmer

From: Marquesa VanWinkle <MVanWinkle@usbillybeez.com>
Sent: Monday, March 13, 2017 1:37 PM
To: Laura Palmer
Cc: Susan Guan
Subject: Group Reservation - 7/17/17 - Billy Beez Crossgates
Attachments: cr_shodack_071717.xlsx

Hi Laura,

Billy Beez looks forward to hosting your group event at our Crossgates location. Attached is copy of your contract for your reservation for 7/17/17. Please include signed contract and tax exemption information when you mail in your 50% deposit of \$540.00 to secure your reservation. The balance of \$540.00 is due the day of arrival.

Please be sure to note Crossgates location on check and Attn: Susan Guan (mailing address is listed on the contract).

Feel free to contact me directly if I can be of further assistance.

Thank you!
Quesa

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Quesa VanWinkle | Event Sales Manager - Billy Beez | Retail Group of America | 3 West 35th Street, New York, NY 10001

Cell: 347-640-1126 | Email: mvanwinkle@retailgroupamerica.com | Web: <http://billybeezus.com/>

2017-145

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: Bruce Goodall

Name of Seminar/Conf./Course: Solid waste & recycling Conference
Location (Venue, City): The Sagamore Lake George, NY
Dates of Seminar: 5/21-24/2017
Cost of Seminar (Registration Fees): \$425.00

<u>Travel Costs:</u>	<u># of Miles</u>	<u>Rate as of 1/1/11</u>	<u>Estimated Amount</u>
Mileage	312	\$0.535	\$ 166.92

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 If Possible

Lodging:
Name of Hotel/Motel N/A
of Rooms _____
of Nights _____
Cost per night _____
Total Lodging Cost \$ -

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

Total estimated cost to attend: \$591.92
Estimated cost per staff member* \$591.92

(total cost divided by # of ppl attending)

Is the total cost budgeted? ___X___ Y ___ N

TB Resolution needed?*
If Yes, please document resolution # ___X___ Y ___ N
#2011-_____

Department Head Approval _____

Supervisor Approval _____

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



Registration Form—May 21-24, 2017

STRIVE FOR SUSTAINABILITY Solid Waste & Recycling Conference with Trade Show

1. Save money if you register by April 21, 2017

Mr. Mrs. Ms. (PLEASE PRINT LEGIBLY or TAPE A BUSINESS CARD HERE.)

Name _____

Title _____ Organization _____

Address _____

City _____ State _____ Zip Code _____

Tel _____ Fax _____ E-Mail _____

2. Please if you are a member

NYSASWM NYSAR3 SWANA Member ID: _____ (If unsure of membership, call Lori DeMaria at 585-325-7190.)

3. Registration fee

	On or Before April 21, 2017	After April 21, 2017
Member	\$425	\$475
Non-Member	\$475	\$525
Voluntary Carbon Offset (Conference Travel)	\$3	\$3
Significant Other (Full Conference Meals)	\$240	\$265
1 Day Registration	\$270	\$295
Speaker (Full Conference)	\$300	\$320
Speaker (Session Only)	FREE	FREE
Tuesday P.M. Golf Tournament	\$120	\$130
Tuesday P.M. Fishing	\$75	\$90
Tuesday P.M. Adirondack Hike	\$35	\$45
Tuesday P.M. Culinary Demo	\$35	\$45
Tuesday P.M. Horseback Riding	\$35	\$45
Tuesday P.M. Walking Adventure	FREE	FREE
Tuesday P.M. Tennis	FREE	FREE
TOTAL DUE		

4. Select a method of payment - Signature Required

- CHECK: Make payable to SWANA, NYS (drawn on a U.S. bank, in U.S. dollars)
 CREDIT CARD: I authorize SWANA, NYS to charge my: VISA | MasterCard | AMEX

Name exactly as it appears on credit card _____

Card Number _____ Exp. Date _____

Signature Required _____

Refund & Cancellation Policy:

- Refunds ONLY if WRITTEN cancellation received by May 5, 2017. No phone cancellations.
- Substitutions may always be made.
- We invoice for no-shows!

Registration Fee:

- Includes all sessions, trade show/ open house, continental breakfasts, refreshments, lunches and cocktail reception.
- Registration is "complete" upon payment.
- There will be a \$25 charge for returned checks.

5. Please help us plan better for you! (appropriate box)

- Vegetarian or other _____ lunch
 Monday Lunch Tuesday P.M. Lake George Boat Tour - FREE!
 Tuesday Lunch Tuesday P.M. Tennis - FREE!
 Wednesday Lunch Tuesday P.M. Walking Adventure - FREE!
 I can help with _____

6. Send completed conference registration form to:

By Mail: Lori DeMaria
 % Barton & Loguidice, D.P.C.
 11 Center Park, Suite 203
 Rochester, NY 14614

Questions: Lori DeMaria 585-325-7190
 email: register@nyfederation.org

ACKNOWLEDGEMENT

Photograph Policy: The Federation of NY Solid Waste Association retains the right to use any and all photographs taken at such events for marketing purposes. These photographs may appear without compensation in newspapers, productions, publications, Web, or other printed or electronic materials related to the role and function of marketing the Federation of New York Solid Waste Associations, or its affiliates. Persons who do not wish their photograph to be used should provide written notification to aschmidt@dunn-pc.com.

Liability Release, Claims Waiver, and Indemnification Agreement (hereafter collectively "Agreement"): In consideration for services of the Federation of New York Solid Waste Associations and its Affiliates (New York State Association for Solid Waste Management, New York State Association for Reduction, Reuse & Recycling and Solid Waste Association of North America, New York State Chapter), its agents, officers, volunteers, participants, employees and all other persons or entities acting in any capacity on their behalf (hereinafter collectively "NY Federation"), I, on behalf, of myself, heirs, assigns and my estate, hereby agree to release and discharge the NY Federation as follows: a.) agree to indemnify, and hold harmless the NY Federation from any and all claims, demands, or causes of action in any way connected with my participation in the conference, both on and off premises, including any claims with alleged negligent acts; and b.) agree to pay for any fees and costs should the NY Federation, or anyone acting on its behalf, be required to incur attorney's fees and costs to enforce this Agreement. I acknowledge for this Agreement: a.) no impediments or reasons why I would lack the capacity to enter into; b.) read and understood it; and c.) be unconditionally bound by its terms.

By signing this Registration Form, I, or my designee completing, acknowledge that I have read and accepted the Payment, Refund & Cancellation, Photograph and Liability Release, Claims Waiver and Indemnification Agreement on this form. Further, I understand that if I fail to appear that I, or my company/organization, will be responsible for the total charges due.

X _____
 Signature Required