

**Dawne Kelly**

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**From:** Nadine Fuda  
**Sent:** Friday, December 06, 2013 11:00 AM  
**To:** Dennis Dowds; Dawne Kelly  
**Subject:** FW: Strawberry Fields  
**Attachments:** 201312061040.pdf

For your info.

**From:** Jennifer Taylor [<mailto:JTaylor@ialawny.com>]  
**Sent:** Friday, December 06, 2013 10:48 AM  
**To:** Nadine Fuda  
**Cc:** David L. Gruenberg ([dgruenbg@nycap.rr.com](mailto:dgruenbg@nycap.rr.com))  
**Subject:** RE: Strawberry Fields

Thank you Nadine. Attached please find copy of recorded deed into the Strawberry Fields Homeowner's Association, Inc., as requested. Dave – the deeds for the subdivision roads were forwarded to you and approved by letter of April 2011. Please confirm your prior receipt and approval of same, as I understand this matter is on the calendar for the meeting next Thursday for dedication of the roadways.

Nadine – Ed will be delivering the cash bonds to your office prior to the meeting.

Please advise me if you require anything further prior to Thursday's meeting.

Jennifer

Jennifer L. Taylor  
Attorney at Law  
Ianniello Anderson, P.C.  
8 Airline Drive, Suite 101  
Albany, N.Y. 12205  
Direct Line: 518-218-9562  
Ph: 518-218-1053  
Fx: 518-862-0509  
Email: [jtaylor@ialawny.com](mailto:jtaylor@ialawny.com)  
Website: [capitalregionlawyers.com](http://capitalregionlawyers.com)

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**From:** Nadine Fuda [<mailto:nadine.fuda@schodack.org>]  
**Sent:** Thursday, December 05, 2013 8:56 AM  
**To:** Jennifer Taylor  
**Cc:** David L. Gruenberg ([dgruenbg@nycap.rr.com](mailto:dgruenbg@nycap.rr.com))  
**Subject:** RE: Strawberry Fields

Attached in the cc...

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**From:** Jennifer Taylor [<mailto:JTaylor@ialawny.com>]  
**Sent:** Wednesday, December 04, 2013 4:09 PM  
**To:** Nadine Fuda  
**Subject:** Strawberry Fields

Nadine,

I do not find Dave Gruenberg's email in my address book. May I trouble you for it please?

Thanks,  
Jennifer

Jennifer L. Taylor  
Attorney at Law  
Ianniello Anderson, P.C.  
8 Airline Drive, Suite 101  
Albany, N.Y. 12205  
Direct Line: 518-218-9562  
Ph: 518-218-1053  
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Website: [capitalregionlawyers.com](http://capitalregionlawyers.com)

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WARRANTY DEED

Received  
County Clerk's Office  
Dec 06 2013 08:35A  
Rensselaer County  
Frank J. Marola

THIS INDENTURE, made this 19<sup>th</sup> day of January, 2011,

Between

EW BIRCH BUILDERS – STRAWBERRY FIELDS, INC., P.O. Box 444, Latham, New York 12110, Grantor,

and

STRAWBERRY FIELDS HOMEOWNERS' ASSOCIATION, INC., P.O. Box 444, Latham, New York 12110, Grantee.

WITNESSETH:

That the Grantor, in consideration of One and More Dollars (\$1.00 and more), lawful money of the United States, paid by the Grantees, does hereby grant and release unto the Grantees, its successors and/or assigns of the Grantees forever:

SEE ATTACHED "SCHEDULE A"

BEING a portion of the premises conveyed to the Grantor by deed dated July 21, 2010 recorded in the Rensselaer County Clerk's Office on August 9, 2010, in Liber 5565, Page 327.

TOGETHER with the benefits and subject to the burdens of other easements, agreements, rights of way and restrictive covenants of record, if any;

TO HAVE AND TO HOLD the same unto the Grantees, the heirs or successors and assigns of the Grantees, forever.

AND Grantor covenants as follows:

FIRST, That the Grantee shall quietly enjoy the said premises;

SECOND, That the Grantor will forever Warrant the title to said premises;

THIRD, That in compliance with Section 13 of the Lien Law, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund for the purpose of paying the cost of the improvement and will apply the same first to the payments or the cost of the improvement before using any part of the same for any other purpose.

The terms "Grantor" and "Grantee" shall be read as "Grantors" and "Grantees" whenever the sense of this deed so requires.

IN WITNESS WHEREOF, the Grantors and the Grantee have duly executed this deed the day and year first above written.

GRANTOR:

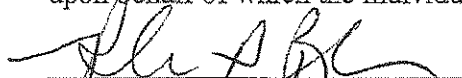
EW BIRCH BUILDERS – STRAWBERRY FIELDS, INC.

BY: 

EDWARD BRZOZOWSKI, President

STATE OF NEW YORK  
COUNTY OF )

On the 19<sup>th</sup> day of Jan. in the year 2011, before me, the undersigned, personally appeared EDWARD BRZOZOWSKI, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public-State of New York

My Commission Expires: 6/30/11

REBECCA A. BORDEN  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02BO6094896  
Qualified in Rensselaer County  
My Commission Expires June 30, 2011

Record and Return to:  
Jennifer Taylor, Esquire  
Ianniello, Anderson & Reilly, P.C.  
8 Airline Drive, Suite 101  
Albany, NY 12205

SCHEDULE A

All that tract, piece or parcel of land located in the Town of Schodack, County of Rensselaer, State of New York, described as follows:

**STORMWATER DETENTION BASIN PARCEL:**

Commencing at a point located on the northerly right-of-way line of Brookview Station Road, said point being the southwesterly most corner of the Lands of Joseph & Wendy Romer, (Roll 323, Frame 1502), run along the said northerly right-of-way line of Brookview Station Road, S83°-47'-45"W, a distance of 26.98 feet to a point; Thence run the following three courses along the easterly line of the **LANDS OF RICHARD AND JOYCE A. HINES TO BE CONVEYED TO EW BIRCH BUILDERS - STRAWBERRY FIELDS INC.**, (1) By a curve to right having a chord bearing of N56°-07'-27"W, a chord length of 32.19 feet, a radius of 25.00 feet, a central angle of 80°-09'-36" and an arc length of 34.98 feet to a point; (2) Thence run, N16°-02'-34"W, a distance of 26.14 feet to a point; (3) Thence run, by a curve to left having a chord bearing of N35°-07'-36"W, a chord length of 155.30 feet, a radius of 237.50 feet, a central angle of 38°-09'-59" and an arc length of 158.21 feet to a point, said point being the point-of-beginning for the herein to be described **LANDS OF RICHARD AND JOYCE A. HINES TO BE CONVEYED TO EW BIRCH BUILDERS - STRAWBERRY FIELDS INC. - STORMWATER DETENTION BASIN PARCEL.**

From said point-of-beginning continue along the easterly line of the **LANDS OF RICHARD AND JOYCE A. HINES TO BE CONVEYED TO EW BIRCH BUILDERS - STRAWBERRY FIELDS INC.**, by a curve to the left having a chord bearing of N57°-49'-55"W, a chord length of 30.01 feet, a radius of 237.50 feet, a central angle of 07°-14'-39" and an arc length of 30.03 feet to a point; Thence run the following thirteen courses through the Lands of Richard & Joyce A. Hines, (1) N30°-47'-19"E, a distance of 247.52 feet to a point; (2) Thence run, N36°-40'-14"W, a distance of 59.67 feet to a point; (3) Thence run, N46°-19'-10"E, a distance of 415.73 feet to a point; (4) Thence run, N82°-10'-21"E, a distance of 74.84 feet to a point; (5) Thence run, S68°-47'-19"E, a distance of 230.00 feet to a point; (6) Thence run, S21°-12'-41"W, a distance of 78.18 feet to a point; (7) Thence run, S89°-07'-03"W, a distance of 90.81 feet to a point; (8) Thence run, S00°-52'-57"E, a distance of 115.38 feet to a point; (9) Thence run, S77°-53'-59"W, a distance of 105.07 feet to a point; (10) Thence run, S86°-27'-15"W, a distance of 194.21 feet to a point; (11) Thence run, S40°-51'-58"W, a distance of 63.71 feet to a point; (12) Thence run, S85°-41'-30"W, a distance of 72.44 feet to a point; (13)

Thence run, S30°-47'-19"W, a distance of 248.24 feet to a point, said point located on the said easterly line of the **LANDS OF RICHARD AND JOYCE A. HINES TO BE CONVEYED TO EW BIRCH BUILDERS - STRAWBERRY FIELDS INC.**, said point being the said point-of-beginning for the herein described **LANDS OF RICHARD AND JOYCE A. HINES TO BE CONVEYED TO EW BIRCH BUILDERS - STRAWBERRY FIELDS INC. - STORMWATER DETENTION BASIN PARCEL**.

Said **LANDS OF RICHARD AND JOYCE A. HINES TO BE CONVEYED TO EW BIRCH BUILDERS - STRAWBERRY FIELDS INC. - STORMWATER DETENTION BASIN PARCEL** contains 2.68 acres, more or less.

**DESCRIPTION OF PERMANENT STORMWATER DRAINAGE EASEMENTS**  
**EASEMENT "A" - PERMANENT 15' WIDE STORMWATER DRAINAGE**  
**EASEMENT:**

Beginning at the northerly most corner of the **LANDS OF RICHARD AND JOYCE A. HINES TO BE CONVEYED TO EW BIRCH BUILDERS - STRAWBERRY FIELDS INC.**, said corner located on the southeasterly line of the Lands of Leslie Techolz, (Roll 84, Frame 1894 and Liber 1510, Page 171), said point being the northerly most corner and the point-of-beginning for the herein to be described **EASEMENT "A" - PERMANENT 15' WIDE STORMWATER DRAINAGE EASEMENT**.

From said point-of-beginning run along the said southeasterly line of the Lands of Leslie Techolz, (Roll 84, Frame 1894 and Liber 1510, Page 171), N41°-19'-01"E, a distance of 15.00 feet to a point; Thence run the following three courses through the Lands of Richard D. & Joyce Hines, (1) S48°-40'-59"E, a distance of 330.64 feet to a point; (2) Thence run, by a curve to left having a chord bearing of S45°-04'-34"W, a chord length of 9.83 feet, a radius of 75.00 feet, a central angle of 07°-31'-06" and an arc length of 9.84 feet to a point; (3) Thence run, S41°-19'-01"W, a distance of 5.19 feet to a point, said point located on the northeasterly line of the **LANDS OF RICHARD AND JOYCE A. HINES TO BE CONVEYED TO EW BIRCH BUILDERS - STRAWBERRY FIELDS INC.**; Thence run along the said northeasterly line of the said **LANDS OF RICHARD AND JOYCE A. HINES TO BE CONVEYED TO EW BIRCH BUILDERS - STRAWBERRY FIELDS INC.**, N48°-40'-59"W, a distance of 330.00 feet to a point, said point being the said northerly most corner of **LANDS OF RICHARD AND JOYCE A. HINES TO BE CONVEYED TO EW BIRCH BUILDERS - STRAWBERRY FIELDS INC.**, said corner located on the said southeasterly line of the Lands of Leslie Techolz,

(Roll 84, Frame 1894 and Liber 1510, Page 171), said point being the said northerly most corner and the said point-of-beginning for the herein described **EASEMENT "A" - PERMANENT 15' WIDE STORMWATER DRAINAGE EASEMENT**.

Said **EASEMENT "A" - PERMANENT 15' WIDE STORMWATER DRAINAGE EASEMENT** contains 0.11 acres, more or less.

It is the purpose of this conveyance to grant to EW Birch Builders - Strawberry Fields Inc. and/or assigns, an easement in, on and to the property herein described and to permit the EW Birch Builders - Strawberry Fields Inc. and/or assigns the right of ingress and egress, the right to lay and maintain pipe lines, to construct and maintain ditching and take whatever steps it deems necessary or advisable in connection with maintaining drainage of surface and subsurface waters from surrounding areas. In addition this easement also restricts the grading and/or filling in the area occupied by this easement, excepting EW Birch Builders - Strawberry Fields Inc. and/or assigns.

**EASEMENT "C" - PERMANENT 30' WIDE STORMWATER DRAINAGE EASEMENT:**

Commencing at the northerly most corner of the **LANDS OF RICHARD AND JOYCE A.**

**HINES TO BE CONVEYED TO EW BIRCH BUILDERS - STRAWBERRY FIELDS INC.**, said corner located on the southeasterly line of the Lands of Leslie Techolz, (Roll 84, Frame 1894 and Liber 1510, Page 171), run the following six courses along the line of the **LANDS OF RICHARD AND JOYCE A. HINES TO BE CONVEYED TO EW BIRCH BUILDERS - STRAWBERRY FIELDS INC.**, (1) S48°-40'-59"E, a distance of 330.00 feet to a point; (2) Thence run, N41°-19'-01"E, a distance of 5.19 feet to a point; (3) Thence run, by a curve to right having a chord bearing of S11°-48'-47"E, a chord length of 120.00 feet, a radius of 75.00 feet, a central angle of 253°-44'-23" and an arc length of 332.14 feet to a point; (4) Thence run, by a curve to left having a chord bearing of S78°-11'-13"W, a chord length of 60.00 feet, a radius of 50.00 feet, a central angle of 73°-44'-23" and an arc length of 64.35 feet to a point; (5) Thence run, by a curve to right having a chord bearing of N86°-16'-14"E, a chord length of 35.33 feet, a radius of 25.00 feet, a central angle of 89°-54'-25" and an arc length of 39.23 feet to a point; (6) Thence run, S48°-40'-59"E, a distance of 279.80 feet to a point, said point being the point-of-beginning for the herein to be described **EASEMENT "C" - PERMANENT 30' WIDE**

#### **STORMWATER DRAINAGE EASEMENT.**

From said point-of-beginning run the following four courses through the Lands of said Richard & Joyce A. Hines, (1) S48°-40'-59"E, a distance of 264.34 feet to a point; (2) Thence run, S41°-19'-02"W, a distance of 101.27 feet to a point; (3) Thence run, S09°-58'-47"W, a distance of 121.28 feet to a point; (4) Thence run, S80°-00'-30"E, a distance of 261.70 feet to a point; said point located on the westerly line of the **STORMWATER DETENTION BASIN**; Thence run the following two courses along the said westerly line of the **STORMWATER DETENTION BASIN**, (1) S46°-19'-10"W, a distance of 18.62 feet to a point; (2) Thence run, S36°-40'-14"E, a distance of 21.86 feet to a point; Thence run the following four courses through the Lands of said Richard & Joyce A. Hines, (1) N80°-00'-33"W, a distance of 296.56 feet to a point; (2) Thence run, N09°-58'-47"E, a distance of 159.69 feet to a point; (3) Thence run, N41°-19'-02"E, a distance of 79.69 feet to a point; (4) Thence run, N48°-40'-59"W, a distance of 234.34 feet to a point, said point located on the said line of the **LANDS OF RICHARD AND JOYCE A. HINES TO BE CONVEYED TO EW BIRCH BUILDERS - STRAWBERRY FIELDS INC.**; Thence run along the line of the **LANDS OF RICHARD AND JOYCE A. HINES TO BE CONVEYED TO EW BIRCH BUILDERS - STRAWBERRY FIELDS INC.**, N41°-19'-01"E, a distance of 30.00 feet to a point, said point being the said point-of-beginning for the herein described **EASEMENT "C" - PERMANENT 30' WIDE STORMWATER DRAINAGE EASEMENT.**



Said EASEMENT "C" - PERMANENT 30' WIDE STORMWATER DRAINAGE EASEMENT contains 0.52 acres, more or less.

It is the purpose of this conveyance to grant to EW Birch Builders - Strawberry Fields Inc. and/or assigns, an easement in, on and to the property herein described and to permit the EW Birch Builders - Strawberry Fields Inc. and/or assigns the right of ingress and egress, the right to lay and maintain pipe lines, to construct and maintain ditching and take whatever steps it deems necessary or advisable in connection with maintaining drainage of surface and subsurface waters from surrounding areas. In addition this easement also restricts the grading and/or filling in the area occupied by this easement, excepting EW Birch Builders - Strawberry Fields Inc. and/or assigns.

EASEMENT "D" - PERMANENT 30' WIDE STORMWATER DRAINAGE EASEMENT:

Commencing at a point located on the northerly right-of-way line of Brookview Station Road, said point being the southwesterly most corner of the Lands of Joseph & Wendy Romer, (Roll 323, Frame 1502), run along the said northerly right-of-way line of Brookview Station Road, S83°-47'-45"W, a distance of 26.98 feet to a point; Thence run the following three courses along the easterly line of the LANDS OF RICHARD AND JOYCE A. HINES TO BE CONVEYED TO EW BIRCH BUILDERS - STRAWBERRY FIELDS INC., (1) By a curve to right having a chord bearing of N56°-07'-27"W, a chord length of 32.19 feet, a radius of 25.00 feet, a central angle of 80°-09'-36" and an arc length of 34.98 feet to a point; (2) Thence run, N16°-02'-34"W, a distance of 26.14 feet to a point; (3) Thence run, by a curve to left having a chord bearing of N25°-57'-21"W, a chord length of 81.77 feet, a radius of 237.50 feet, a central angle of 19°-49'-30" and an arc length of 82.18 feet to a point, said point being the point-of-beginning for the herein to be described EASEMENT "D" - PERMANENT 30' WIDE STORMWATER DRAINAGE EASEMENT.

From said point-of-beginning continue along the easterly line of the LANDS OF RICHARD AND JOYCE A. HINES TO BE CONVEYED TO EW BIRCH BUILDERS - STRAWBERRY FIELDS INC., by a curve to the left having a chord bearing of N39°-31'-26"W, a chord length of 30.28 feet, a radius of 237.50 feet, a central angle of

07°-18'-40" and an arc length of 30.31 feet to a point; Thence run the following three courses through the Lands of Richard & Joyce A. Hines, (1) N42°-36'-50"E, a distance of 34.45 feet to a point; (2) Thence run, S47°-06'-08"E, a distance of 30.00 feet to a point; (3) Thence run, S42°-36'-50"W, a distance of 38.44 feet to a point, said point being the said point-of-beginning for the herein described **EASEMENT "D" - PERMANENT 30' WIDE STORMWATER DRAINAGE EASEMENT**.

Said **EASEMENT "D" - PERMANENT 30' WIDE STORMWATER DRAINAGE EASEMENT** contains 0.02 acres, more or less.

It is the purpose of this conveyance to grant to EW Birch Builders - Strawberry Fields Inc. and/or assigns, an easement in, on and to the property herein described and to permit the EW Birch Builders - Strawberry Fields Inc. and/or assigns the right of ingress and egress, the right to lay and maintain pipe lines, to construct and maintain ditching

and take whatever steps it deems necessary or advisable in connection with maintaining drainage of surface and subsurface waters from surrounding areas. In addition this easement also restricts the grading and/or filling in the area occupied by this easement, excepting EW Birch Builders - Strawberry Fields Inc. and/or assigns.

**EASEMENT "E" - PERMANENT 30' WIDE STORMWATER DRAINAGE EASEMENT:**

Commencing at the easterly most corner of the **STORMWATER DETENTION BASIN** run along the northeasterly line of the **STORMWATER DETENTION BASIN**, N68°-47'-19"W, a distance of 93.13 feet to a point, said point being the point-of-beginning for the herein to be described **EASEMENT "E" - PERMANENT 30' WIDE STORMWATER DRAINAGE EASEMENT**.

From said point-of-beginning continue run along the said northeasterly line of the lands of the **STORMWATER DETENTION BASIN**, N68°-47'-19"W, a distance of 30.55 feet to a point; Thence run the following eleven courses through the Lands of said Richard & Joyce A. Hines, (1) N32°-06'-24"E, a distance of 132.77 feet to a point; (2) Thence run, N08°-21'-46"W, a distance of 337.78 feet to a point; (3) Thence run, N21°-12'-41"E, a distance of 95.03 feet to a point; (4) Thence run, N57°-23'-16"E, a distance of 127.14 feet to a point; (5) Thence run, S61°-22'-56"E, a distance of 234.06 feet to a point; (6) Thence run, S28°-37'-04"W, a distance of

30.00 feet to a point; (7) Thence run, N61°-22'-56"W, a chord length of 216.31 feet to a point; (8) Thence run, S57°-23'-16"W, a distance of 99.59 feet to a point; (9) Thence run, S21°-12'-41"W, a distance of 77.31 feet to a point; (10) Thence run, S08°-21'-46"E, a distance of 340.92 feet to a point; (11) Thence run, S32°-06'-24"W, a distance of 138.06 feet to a point, said point being the said point-of-beginning for the herein described EASEMENT "E" - PERMANENT 30' WIDE DRAINAGE EASEMENT.

Said EASEMENT "E" - PERMANENT 30' WIDE STORMWATER DRAINAGE EASEMENT contains 0.62 acres, more or less.

It is the purpose of this conveyance to grant to EW Birch Builders - Strawberry Fields Inc. and/or assigns, an easement in, on and to the property herein described and to permit the EW Birch Builders - Strawberry Fields Inc. and/or assigns the right of ingress and egress, the right to lay and maintain pipe lines, to construct and maintain ditching

and take whatever steps it deems necessary or advisable in connection with maintaining drainage of surface and subsurface waters from surrounding areas. In addition this easement also restricts the grading and/or filling in the area occupied by this easement, excepting EW Birch Builders - Strawberry Fields Inc. and/or assigns.

**Dawne Kelly**

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**From:** Jennifer Mulligan  
**Sent:** Wednesday, November 20, 2013 1:34 PM  
**To:** Dawne Kelly  
**Subject:** December 12th TBM  
**Attachments:** Business Associate Agreement.pdf; Client Acknowledgment and Disclosure.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**Categories:** Red Category

Hi Dawne –

Attached are 2 documents that need to be approved related to our relationship with our health insurance broker Gallagher Benefit Services, Inc. (aka Capital Bauer). The 1<sup>st</sup> document is the Business Associate Agreement that basically outlines the individual responsibilities with respect to Protected Health Information or PHI under HIPPA. This will be a one-time execution of this agreement, unless laws change that require us to do otherwise. The 2<sup>nd</sup> document is a Client Coverage Acknowledgement and Compensation Disclosure Statement as required by ERISA. Please note the date of the documents are from earlier in the year. Gallagher realized that they did not have these on file. We expect to get another Disclosure statement for 2014 prior to the end of the year that will also need to be executed.

***Proposed Resolution:***

Authorize Supervisor Dowds to execute and administer the Business Associate Agreement dated March 29, 2013 and the Client Coverage Acknowledgment and Compensation Disclosure Statement effective 1/1/13 between the Town of Schodack and Gallagher Benefit Services, Inc.

Please let me know if you have any questions.

Thanks,  
Jen

*Jennifer L. Mulligan, CPA, Comptroller*

Town of Schodack | 265 Schuurman Road | Castleton, New York 12033  
Ph: 518-477-7919 ext. 319 | Fx: 518-477-6546 | email: [jennifer@schodack.org](mailto:jennifer@schodack.org)  
web: [www.schodack.org](http://www.schodack.org)

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## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("*Agreement*") is entered into on this 29<sup>th</sup> day of March, 2013 (the "*Effective Date*"), by and between Town of Schodack on behalf of Town of Schodack Medical Plan(s) ("*Covered Entity*") and Gallagher Benefit Services, Inc. ("*Business Associate*").

### RECITALS:

WHEREAS, Covered Entity and Business Associate mutually desire to outline their individual responsibilities with respect to the use and/or disclosure of Protected Health Information ("*PHI*") as mandated by the Privacy Rule promulgated under the Administrative Simplifications subtitle of the Health Insurance Portability and Accountability Act of 1996 ("*HIPAA*") including all pertinent regulations issued by the U.S. Department of Health and Human Services as outlined in 45 C.F.R. Parts 160, 162 and 164; ("*HIPAA Privacy Rules and/or Security Standards*") and

WHEREAS, Covered Entity and Business Associate understand and agree that the HIPAA Privacy Rules and Security Standards requires the Covered Entity and Business Associate enter into a Business Associate Agreement which shall govern the use and/or disclosure of PHI and the security of PHI and ePHI.

NOW, THEREFORE, the parties hereto agree as follows:

1. Definitions. When used in this Agreement and capitalized, the following terms have the following meanings:

(a) "*Breach*" shall mean the unauthorized acquisition, access, use, or disclosure of PHI which compromises the security or privacy of such information. However, the term 'breach' shall not include (1) any unintentional acquisition, access, or use of PHI by an employee or individual acting under the authority of a covered entity or business associate if such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with the covered entity or business associate; and such information is not further acquired, accessed, used, or disclosed by any person; or (2) any inadvertent disclosure from an individual who is otherwise authorized to access protected health information at a facility operated by a covered entity or business associate to another similarly situated individual at same facility; and (3) any such information received as a result of such disclosure is not further acquired, accessed, used, or disclosed without authorization by any person.

(b) "*Electronic Protected Health Information*" or "*ePHI*" shall mean Protected Health Information transmitted by electronic media or maintained in electronic media.

(c) “*Individual*” shall have the same meaning as the term “Individual” in 45 C.F.R. §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).

(d) “*Privacy Rule*” shall mean the Standards for Privacy of Individual Identifiable Health Information as set forth at 45 C.F.R. Parts 160 and 164 Subparts A and E.

(e) “*Protected Health Information*” or “*PHI*” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(f) “*Required by Law*” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.

(g) “*Secretary*” shall mean the Secretary of the Department of Health and Human Services or his or her designee.

(h) “*Security Incident*” shall mean any attempted or successful unauthorized access, use, disclosure, modification or destruction of information or systems operations in an electronic information system.

(i) “*Security Rule*” shall mean the Standards for Security of PHI, including ePHI, as set forth at 45 C.F.R. Parts 160 and 164 Subparts A and C.

(j) “*Unsecured Protected Health Information*” shall mean protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary.

Terms used but not defined in this Agreement shall have the same meaning as those terms in the HIPAA regulations.

## **2. Obligations and Activities of Business Associate Regarding PHI.**

(a) Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law.

(b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.

(c) Business Associate agrees to ensure that any agents, including sub-contractors (excluding entities that are merely conduits), to whom it provides PHI agree to the same restrictions and conditions that apply to Business Associate with respect to such information.

(d) Business Associate agrees to provide access, at the request of Covered Entity, and in a reasonable time and manner designated by Covered Entity, to PHI in a Designated Record Set that is not also in Covered Entity's possession, to Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.524.

(e) Business Associate agrees to make any amendment to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 in a reasonable time and manner designated by Covered Entity.

(f) Business Associate agrees to make internal practices books and records relating to the use and disclosure of PHI available to the Secretary, in a reasonable time and manner as designated by the Covered Entity or Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule. Business Associate shall immediately notify Covered Entity upon receipt or notice of any request by the Secretary to conduct an investigation with respect to PHI received from the Covered Entity.

(g) Business Associate agrees to document any disclosures of PHI that are not excepted under 45 C.F.R. § 164.528(a)(1) as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

(h) Business Associate agrees to provide to Covered Entity or an Individual, in a time and manner designated by Covered Entity, information collected in accordance with paragraph (g) above, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

(i) Business Associate agrees to use or disclose PHI pursuant to the request of Covered Entity; provided, however, that Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

**3. Permitted Uses and Disclosures of PHI by Business Associate.**

(a) Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, Covered Entity provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

(b) Business Associate may use PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate.

(c) Business Associate may disclose PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate if:

(i) such disclosure is Required by Law, or

(ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that such information will remain confidential and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person agrees to notify Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

(d) Business Associate shall limit the PHI to the extent practicable, to the limited data set or if needed by the Business Associate, to the minimum necessary to accomplish the intended purpose of such use, disclosure or request subject to exceptions set forth in the Privacy Rule.

(e) Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

**4. Obligations of Covered Entity Regarding PHI.**

(a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. § 164.520, as well as any changes to such notice.

(b) Covered Entity shall provide Business Associate with any changes in, or revocation of, authorization by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, if such restrictions affect Business Associate's permitted or required uses and disclosures.

(d) Covered Entity shall require all of its employees, agents and representatives to be appropriately informed of its legal obligations pursuant to this Agreement and the Privacy Rule and Security Standards required by HIPAA and will reasonably cooperate with Business Associate in the performance of the mutual obligations under this Agreement.



**5. Security of Protected Health Information.**

(a) Business Associate has implemented policies and procedures to ensure that its receipt, maintenance, or transmission of all PHI, either electronic or otherwise, on behalf of Covered Entity complies with the applicable administrative, physical, and technical safeguards required protecting the confidentiality, availability and integrity of PHI as required by the HIPAA Privacy Rules and Security Standards.

(b) Business Associate agrees that it will ensure that agents or subcontractors agree to implement the applicable administrative, physical, and technical safeguards required to protect the confidentiality, availability and integrity of PHI as required by HIPAA Privacy Rules and Security Standards.

(c) Business Associate agrees to report to Covered Entity any Security Incident (as defined 45 C.F.R. Part 164.304) of which it becomes aware. Business Associate agrees to report the Security Incident to the Covered Entity as soon as reasonably practicable, but not later than 10 business days from the date the Business Associate becomes aware of the incident.

(d) Business Associate agrees to establish procedures to mitigate, to the extent possible, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement.

(e) Business Associate agrees to immediately notify Covered Entity upon discovery of any Breach of Unsecured Protected Health Information (as defined in 45 C.F.R. §§ 164.402 and 164.410) and provide to Covered Entity, to the extent available to Business Associate, all information required to permit Covered Entity to comply with the requirements of 45 C.F.R. Part 164 Subpart D.

(f) Covered Entity agrees and understands that the Covered Entity is independently responsible for the security of all PHI in its possession (electronic or otherwise), including all PHI that it receives from outside sources including the Business Associate.

**6. Term and Termination.**

(a) *Term.* This Agreement shall be effective as of the Effective Date and shall remain in effect until the Business Associate relationship with the Covered Entity is terminated and all PHI is returned, destroyed or is otherwise protected as set forth in Section 6(d).

(b) *Termination for Cause by Covered Entity.* Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall provide an opportunity for Business Associate to cure the breach. If Business Associate does not cure the breach within 30 days from the date that Covered Entity provides notice of such breach to Business Associate, Covered Entity shall have the right to immediately terminate this Agreement and the underlying services agreement between Covered Entity and Business Associate.

(c) *Termination by Business Associate.* This Agreement may be terminated by Business Associate upon 30 days prior written notice to Covered Entity in the event that Business Associate, acting in good faith, believes that the requirements of any law, legislation, consent decree, judicial action, governmental regulation or agency opinion, enacted, issued, or otherwise effective after the date of this Agreement and applicable to PHI or to this Agreement, cannot be met by Business Associate in a commercially reasonable manner and without significant additional expense.

(d) *Effect of Termination.* Upon termination of this Agreement for any reason, at the request of Covered Entity, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall not retain any copies of the PHI unless necessary for proper document retention/archival purposes only or if such PHI is stored as a result of backup email systems that store emails for emergency backup purposes. If the return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

7. **Amendment.**

The parties may agree to amend this Agreement from time to time in any other respect that they deem appropriate. This Agreement shall not be amended except by written instrument executed by the parties.

8. **Indemnification.**

Business Associate shall indemnify and hold harmless Covered Entity from and against any and all costs, expenses, claims, demands, causes of action, damages, attorneys' fees and judgments that arise out of or that may be imposed upon, incurred by, or brought against Covered Entity to the extent directly resulting from a breach of this Agreement or any violation of the Privacy Rule or other applicable HIPAA regulations by Business Associate. The indemnification obligations provided for in this Section will commence on the effective date of this Agreement and will survive its termination.

Covered Entity shall indemnify and hold harmless Business Associate from and against any and all costs, expenses, claims, demands, causes of action, damages, attorneys' fees and judgments that arise out of or are imposed upon, incurred by, or brought against Business Associate to the extent directly resulting from a breach of this Agreement or any violation of the Privacy Rule or other applicable HIPAA regulations by Covered Entity. The indemnification obligations provided for in this Section will commence on the effective date of this Agreement and will survive its termination.

9. Severability.

The parties intend this Agreement to be enforced as written. However, (i) if any portion or provision of this Agreement is to any extent declared illegal or unenforceable by a duly authorized court having jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, will not be affected thereby, and each portion and provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (ii) if any provision, or part thereof, is held to be unenforceable because of the duration of such provision, the Covered Entity and the Business Associate agree that the court making such determination will have the power to modify such provision, and such modified provision will then be enforceable to the fullest extent permitted by law.

10. Notices.

All notices, requests, consents and other communications hereunder will be in writing, will be addressed to the receiving party's address set forth below or to such other address as a party may designate by notice hereunder, and will be either (i) delivered by hand, (ii) made facsimile transmission, (iii) sent by overnight courier, or (iv) sent by registered mail or certified mail, return receipt requested, postage prepaid.

If to the Covered Entity:

Town of Schodack  
~~Po Box 436~~ 265 Schuurman Road  
~~East Schodack, NY 12063~~ Castleton, NY 12033

If to the Business Associate:

Gallagher Benefit Services, Inc.  
500 New Karner Road 2<sup>nd</sup> Floor  
Albany, NY 12205

**11. Regulatory References.**

A reference in this Agreement to a section in the Privacy Rule means the referenced section or its successor, and for which compliance is required.

**12. Headings and Captions.**

The headings and captions of the various subdivisions of the Agreement are for convenience of reference only and will in no way modify or affect the meaning or construction of any of the terms or provisions hereof.

**13. Entire Agreement.**

This Agreement sets forth the entire understanding of the parties with respect to the subject matter set forth herein and supersedes all prior agreements, arrangements and communications, whether oral or written, pertaining to the subject matter hereof.

**14. Binding Effect.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of both Parties and their respective successors and assigns.

**15. No Waiver of Rights, Powers and Remedies.**

No failure or delay by a party hereto in exercising any right, power or remedy under this Agreement, and no course of dealing between the parties hereto, will operate as a waiver of any such right, power or remedy of the party. No single or partial exercise of any right, power or remedy under this Agreement by a party hereto, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, will preclude such party from any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The election of any remedy by a party hereto will not constitute a waiver of the right of such party to pursue other available remedies. No notice to or demand on a party not expressly required under this Agreement will entitle the party receiving such notice or demand to any other or further notice or demand in similar or other circumstances or constitute a waiver of the right of the party giving such notice or demand to any other or further action in any circumstances without such notice or demand. The terms and provisions of this Agreement may be waived, or consent for the departure therefrom granted, only by written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent will be deemed to be or will constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver or consent.

**16. Governing Law.**

This Agreement will be governed by and construed in accordance with the laws of the State of Illinois.

**17. Interpretation.**

It is the Parties' intent to comply strictly with all applicable laws, including without limitation, HIPAA, state statutes, or regulations (collectively, the "Regulatory Laws"), in connection with this Agreement. In the event there shall be a change in the Regulatory Laws, or in the reasoned interpretation of any of the Regulatory Laws or the adoption of new federal or state legislation, any of which are reasonably likely to materially and adversely affect the manner in which either Party may perform or be compensated under this Agreement or which shall make this Agreement unlawful, the Parties shall immediately enter into good faith negotiations regarding a new arrangement or basis for compensation pursuant to this Agreement that complies with the law, regulation or policy and that approximates as closely as possible the economic position of the Parties prior to the change. In addition, the Parties hereto have negotiated and prepared the terms of this Agreement in good faith with the intent that each and every one of the terms, covenants and conditions herein be binding upon and inure to the benefit of the respective Parties. To the extent this Agreement is in violation of applicable law, then the Parties agree to negotiate in good faith to amend this Agreement, to the extent possible consistent with its purposes, to conform to law.

**IN WITNESS WHEREOF**, the parties have executed this Business Associate Agreement as of the Effective Date.

**BUSINESS ASSOCIATE:**

**GALLAGHER BENEFIT SERVICES, INC.**

By: \_\_\_\_\_  
Name: Colleen Coletti  
Title: Area Vice President

**COVERED ENTITY:**

**TOWN OF SCHODACK**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**CLIENT COVERAGE ACKNOWLEDGMENT  
AND COMPENSATION DISCLOSURE STATEMENT  
FOR Town of Schodack**

This form documents that Gallagher Benefit Services, Inc. (GBS) will apply its professional judgment to access those insurance companies it believes are best suited to insure the Client's risks. The final decision to choose any insurance company has been made by the Client in its sole and absolute discretion. The Client understands and agrees that GBS does not take risk, and that GBS does not guarantee the financial solvency or security of any insurance company. The Client is responsible for immediate payment of premiums for all insurance placed by GBS on Client's behalf. If any premium amounts are not paid in full when due, the applicable insurance company for the Client's risks may cancel any applicable policies in accordance with the terms of such policies.

The following is the disclosure of fees and/or commissions to be paid to GBS as a result of its Broker of Record relationship to Client's Group Health Plans and any relationships, or agreements GBS has with any insurance companies selected by Client as noted above. GBS, as Broker of Record, will receive the following initial and renewal sale commissions expressed as percentage of gross premium payments, or fees as agreed upon by Client:

Line of Coverage	Insurance Company	Effective Date	Commission <sup>1</sup> / Supplemental Compensation <sup>2</sup>	Direct Fees <sup>3</sup>	Wholesaler, MGU, or Intermediary	Owned by AJG/GBS
Medical	Capital District Physicians' Health Plan	01/01/2013	New Business EPO, PPO 5% of premium 1st year, Renew at 4% if group sold prior to January 1, 2012 or was at 4% previously, renew at 3% if group sold before January 1, 2006 and was at 3% previously/ HMO 4% first \$1.5 million of premium / 2.5% next \$1,500,001 of premium New and Renewal / HDPPPO & HDEPO 8% New and Renewal Bonus Program: quarterly UBI new small group minimum 50 new small group contracts (including growth on any small group total replacement for new small groups (EPO, PPO, HDPPPO, HDEPO) 1st 50-100 new subscribers \$50 per subscriber, 101-200 new subscribers \$75 per subscriber, next 201+ new subscribers \$100 per subscriber Persistence Bonus: Snapshot of book of business ten 12/31 and compare same groups on following 12/31: 95% persistency .25% collected annual premium, 98% persistency .75% of collected annual premium, premium collected from EPO, PPO, HDPPPO, HDEPO, POS, basic hospital products only.		N/A	No

<sup>1</sup> Commissions include all commissions/fees paid to GBS that are attributable to a contract or policy between a plan and an insurance company, or insurance service. This includes indirect fees that are paid to GBS paid by a third party, and includes, among other things, the payment of "finders' fees" or other fees to GBS for a transaction or service involving the plan.

<sup>2</sup> Gallagher companies may receive supplemental compensation referred to in a variety of terms and definitions, such as contingent commissions, additional commissions and supplemental commission.

<sup>3</sup> Direct Fees include compensation to GBS paid for directly by the plan sponsor/Client.

It should also be noted that:

- **GBS** is not an affiliate of the insurer whose contract is recommended. This means the insurer whose contract is recommended does not directly or indirectly have the power to exercise a controlling influence over the management or policies of **GBS**. **GBS'** ability to recommend other insurance contracts is not limited by an agreement with the insurance company.
- **GBS** is effecting the transaction for the Plan(s) in the ordinary course of **GBS** business. The transaction set forth is at least as favorable to the Plan(s) as an arm's length transaction with an unrelated party.
- **GBS** is not a trustee of the Plan(s) and is neither the Plan Administrator of the Plan(s), a fiduciary of the Plan(s), nor an employer which has employees in the Plan(s). **GBS** shall not exercise discretionary authority or control with respect to plan management, the disposition of plan assets or plan administration.
- **GBS's** liability to Client, or any party claiming by or through Client, on account of or relating to the provision of services to Client during the period of the relationship between GBS and Client shall not exceed \$20 million in the aggregate. Without limiting the foregoing, GBS shall only be liable for actual damages incurred by Client, and shall not be liable for any indirect, consequential or punitive damages.

**For Employers and Plan Sponsors Subject to ERISA:** This Disclosure Statement is being given to the Client (1) to make sure Client knows about GBS' and GBS affiliates' income before purchasing the insurance product and (2) for plans subject to ERISA, to comply with the disclosure, acknowledgment and approval requirement of Prohibited Transaction Class Exemption No. 84-24<sup>4</sup>, which protects both Client and GBS<sup>5</sup>. Disclosure must be made to an independent plan fiduciary for the ERISA Plan(s), and Client acknowledges and confirms that this is a reasonable transaction in the best interest of participants in its ERISA Plan(s).

For more information on Gallagher's compensation arrangements, please visit [www.ajg.com/compensation](http://www.ajg.com/compensation). In the event a Client wishes to register a formal complaint regarding compensation Gallagher receives, please send an email to [Compensation\\_Complaints@ajg.com](mailto:Compensation_Complaints@ajg.com) or send a letter to: AVC Compliance Officer, c/o Internal Audit Department, Arthur J. Gallagher & Co., Two Pierce Place, Itasca, IL 60143

Thank you for your business and continued confidence in the services GBS provides to you and your employees. We sincerely appreciate the opportunity to serve Town of Schodack. Please let us know if you have any questions regarding this information or would like more detail.

#### GALLAGHER BENEFIT SERVICES, INC.

By:

Name: Colleen Coletti

Title: Area Vice President

Date:

<sup>4</sup> Which allows an exemption from a prohibited transaction under Section 408(a) of the **Employee Retirement Income Security Act of 1974 (ERISA)**.

<sup>5</sup> In making these disclosures, no position is taken, nor is one to be inferred, regarding the use of assets of a plan subject to ERISA to purchase such insurance.



**Gallagher Benefit Services, Inc.**  
thinking ahead

Accepted by: Town of Schodack

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_





8000 Main Street  
Troy New York 12180 USA  
518.266.9385 518.266.9438 fax  
elotrecycling.com

**eLot™**  
ELECTRONICS RECYCLING, INC.

Town Of Schodack (Waste Transfer)

Attn: Bruce Goodall

466 Poyneer Road

Nassau, NY,

518.477.8491

[brucegoodall@nycap.rr.com](mailto:brucegoodall@nycap.rr.com)

November 13, 2013

**Proposal Number: 9870**

Representative: Peter Fowler

Terms: Net 30

*eLot is a full-service electronics recycling, de-manufacturing and refurbishing company serving the needs of business, residential and institutional audiences nationwide. Rest assured this quote meets all Federal, State and Local regulations concerning the transportation and management of each waste stream. Go green!*



ITEM	COMPUTERS AND ELECTRONICS	REV/COST	U/M
Towers	Computer/ MAC Towers & Desktops	\$ 0.05 r.	Per Pound
Laptops	PC /MAC Laptops	\$ 0.05 r.	Per Pound
Servers	Free Standing, Rack Mount, Blades & Arrays	\$ 0.05 r.	Per Pound
Monitors	CRT (glass) Monitors	\$ n/c	Per Pound
Monitors – LCD	LCD Flat Panel Monitors	\$ n/c	Per Pound
Printers/Scanners/Fax	Desktop & Portable Printers, Scanners & Fax Machines	\$ n/c	Per Pound
Copiers – Desktop	Desktop Copiers	\$ n/c	Per Pound
Copiers – Stand Alone	Large Free Standing Copiers & Hoppers	\$ n/c	Per Pound
Keyboards/Speakers/Wire	Keyboards, Mice, Speakers, Wire, Cords, etc.	\$ n/c	Per Pound
Routers/Switches/Hubs	Networking Switches, Routers, Hubs, Modems, Etc.	\$ 0.05 r.	Per Pound
Cell Phones	Cell Phones / Pagers	\$ n/c	Per Pound
Telephones	Commercial and Residential Telephones	\$ n/c	Per Pound
Telecom Equipment	Telephone Systems and Racks	\$ n/c	Per Pound
PDA's/Palm Pilots	PDA's, Palm Pilots	\$ n/c	Per Pound
Cameras	Camera's, Camcorders, Video Equipment	\$ n/c	Per Pound
Microwaves	Residential & Commercial Microwaves	\$ n/c	Per Pound
Televisions	Televisions	\$ n/c	Per Pound
Televisions	Televisions – Wooden Console	\$ n/c	Per Pound
Televisions	Televisions – Rear Projection	\$ 0.70 c.	Per Pound
Televisions	Televisions – Flat Panel and Plasma	\$ n/c	Per Pound
VCR's/DVD's/Stereos	VCR's, DVD Players, Stereos, Turn Tables Etc.	\$ n/c	Per Pound
Analog Devices	Misc. Analog Devices	\$ n/c	Per Pound
Brown Goods	Misc. Household Goods (i.e. Blenders, Coffee Makers, Vacuums, etc.)	\$ n/c	Per Pound

ITEM	DATA DESTRUCTION	COST	U/M
Hard Drive Shredding	Hard Drive Destruction by Shredding	\$5.25	Each

ITEM	BULBS	COST	U/M
SFL	Straight Fluorescent Lamps ( Non-Jacketed )	\$ 0.07	Linear FT
SFLJCT	Straight Fluorescent Lamps ( Jacketed )	\$ 0.25	Linear FT
Circle	Circular Fluorescent Lamps	\$ 0.28	Each
Compact	Compact Fluorescent Lamps (CFL)	\$ 0.28	Each
U-Style	U-Style Fluorescent Lamps	\$ 0.28	Each
Flood	PAR Flood Lamps	\$ 0.25	Each
H&I	Halogen and Incandescent Lamps	\$ 0.15	Each
HID	High Intensity Discharge ( Mercury-High Pressure Sodium ) Lamps	\$ 1.25	Each
Crushed / Broken	Crushed or Broken Lamp Glass ( In Drum )	\$ 1.00	Per Pound
Ballasts – PCB	PCB Containing Ballasts	\$ 0.25	Per Pound
Ballasts - NPCB	Non – PCB Containing Ballasts	\$ 0.15	Per Pound

ITEM	Batteries	COST	U/M
Batteries	Lead Acid Batteries	\$ n/c	Per Pound
Batteries	Mixed Household Batteries	\$ 0.25	Per Pound
Batteries	Nickel Cadmium/Lithium	\$ 0.20	Per Pound
Batteries	Metal Halide	\$ 0.20	Per Pound
Batteries	Alkaline	\$ 0.30	Per Pound
UPS	Uninterruptible Power Supplies – Battery Back Up's	\$ 0.15	Per Pound

ITEM	Boxes & Pails	COST	U/M
Co-Box	Box Size: 22-5/8" x 16" x 10-1/2" ( Holds: 150 CFL's, 12 U-Style, 100 HID's, 24-30 Circular Bulbs )	\$ 18.95	Ea (1 time fee)
Tube-4LB100	Tube 48" ( Holds: 90 T12, 150 T8 4 Foot Bulbs )	\$ 31.95	Ea (1 time fee)
Tube-8LB24	Tube 8' Telescoping (Holds: 90 T12, 150 8 Foot Bulbs )	\$ 34.95	Ea (1 time fee)
Tubes 4FT	SFL Fiber Tubes (holds 90 4ft T12, 160 T8	\$ 30.95	Ea (1 time fee)
Tubes 8FT	SFL Fiber Tubes (holds 90 8ft T12, 160 T8	\$ 35.95	Ea (1 time fee)
Mailers: 8ft Box	Mail Back Box for 8ft Fluorescent Tubes ( Holds: 24 8 Foot Bulbs )	\$ 79.95	Per box
MXBAT5G/Battery Pail	5 Gallon Pail for Mixed Batteries & Mercury Containing Devices	\$ 15.95	Each
Gaylord	Gaylord Box for Storing and Transporting of Mixed Electronics	\$ 20.00	Each
Shrink Wrap	Shrink Wrap used to wrap material on pallet for safe transportation	\$ 30.00	Per Roll

ITEM	PICK UP AND DROP OFF	COST	U/M
Materials & Time	Time to load, wrap and make material safe for transport	See Below	Per Hour/Quantity
Transport	Transportation -Truck & Driver / Extra Man (if needed)	\$75.00/\$45.00	Per Hour

Length of Contract

This contract is for the period 1/1/2014 through 12/31/2014.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Town of Schodack

Signature \_\_\_\_\_ Date \_\_\_\_\_

11/22/13

eLot Electronics Recycling Inc.

PETER FOWLER

Effective: January 1, 2014

477-8491

# **TOWN OF SCHODACK TRANSFER/RECYCLING STATION RULES AND REGULATIONS**

- 1) The Town of Schodack Transfer/Recycling Station is for use by Town residents only and is for disposal of refuse generated within the Town of Schodack. Proof of residency **and** vehicle registration **must be provided** in order to utilize facility.
- 2) **Personal checks or money orders are the only means of payment accepted at the Transfer Station.**  
**Brush will be accepted up to 30 minutes before closing each day.**
- 3) The Schodack Transfer/Recycling Station area shall be open for disposal as follows:

Tuesday	7:00 a.m. - 5:00 p.m.
Wednesday	7:00 a.m. - 2:00 p.m.
Thursday	7:00 a.m. - 2:00 p.m.
Friday	7:00 a.m. - 2:00 p.m.
Saturday	7:00 a.m. - 3:00 p.m.

The Transfer Station is closed all day Sunday, Monday and Holidays as posted.

- 4) Residents will be required to pay for each 30-gallon bag, or portion thereof, of refuse disposed of as follows:
 

a) 52-bag punch card	\$104.00
b) 12-Bag Punch Card	\$ 30.00
c) 30-gallon bag or equivalent	\$ 3.00 each

 (Previously purchased punch cards will be honored)

- 5) **There will be an additional charge for:**

a) Refrigerators, freezers, dehumidifiers, air conditioners***	\$12.00 each or <u>6</u> punches
b) Metal goods:	\$ 6.00 each or <u>3</u> punches
Stoves, washers, dryers, water tanks, riding lawn mowers, Bulk metals	
c) Tires (car and light truck)	\$ 4.00 each or <u>2</u> punches
Tires with rims	\$ 6.00 each or <u>3</u> punches
Larger tires	*PRICED BY SIZE*
d) Bulky furniture **	\$10.00 each or <u>5</u> punches
e) Household construction debris, 30 gallon container	\$10.00 each or <u>5</u> punches
f) Propane tanks	\$ 6.00 each or <u>3</u> punches
g) Push Mowers	\$ 5.00 each or <u>3</u> punches
h) Gas Grills, Bicycles	\$ 5.00 each or <u>3</u> punches
i) Televisions, Computers with a monitor ***	FREE
EXCEPT – Rear Projection Televisions	\$ 0.70 per pound or \$ _____
j) Computer tower only ***	FREE
k) Misc. Electronic – printers, copiers, typewriters, radios, microwaves ***	FREE

\*\*Bulky Furniture, i.e.: Sofas, stuffed chairs, mattresses, box springs, rugs etc.

\*\*\*All Electronics not containing Freon

**The Director of the Transfer/Recycling Station or his designee has sole authority to determine ultimate cost of bulky items brought in.**

Holiday		Union	Non-union	Holiday Floating Day earned	Closed	2014
New Years Day		1	1		X	
Martin Luther King's Birthday			1	1		OPEN
Presidents' Day		1	1	1		OPEN
Memorial Day		1	1		X	
Independence Day		1	1		X	
Labor Day		1	1		X	
Columbus Day		1	1	1		OPEN
Veterans' Day		1	1	1		OPEN
Election Day		1		1		OPEN
Thanksgiving Day		1	1		X	
Day after Thanksgiving		1	1		X	
Christmas Day		1	1		X	
Day after Christmas			1	1		OPEN
Employee's Birthday		1		1		OPEN
Total		12	12		7	

**Action Window Cleaning Company**

PO Box 320  
Rensselaer, NY 12144

**Proposal**

Date	Estimate #
11/6/2013	A812236
Phone #	518-462-4986
www.AWCcompany.com	

<b>Name / Address</b>
Town of Schodack PO Box 436 E. Schodack, NY 12063 Attn: Dawne Kelly

Job Frequency	Terms
	Net 30

Item	Description	Total
window cleaning	Town Hall, inside & out	1,050.00T
window cleaning	Town Hall, outside only	750.00T
pressure washing	Outside of front entrance overhang	125.00T
	Tax Exemption	0.00

**All prices are per service and subject to local sales tax.**

All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond Action Window control. Action Window is fully insured and employees are fully covered by workman's compensation insurance. Note: This proposal may be withdrawn by Action Window if not accepted within 60 days.

**Acceptance of proposal**

The above prices and specifications are satisfactory and hereby accepted. Action Window is authorized to complete the work as specified in this proposal. Payment will be made as outlined above.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Position \_\_\_\_\_ Please sign & return (via email or fax) so we may schedule your service.

*Thank you for thinking of Action Window Cleaning for your maintenance needs. We look forward to working with you!*

11/6/13 Ken's Window Cleaning 766-4975  
11/6/13 D&W 427-0762 not a service  
11/6/13 Ron's Window Cleaning Ron Retired  
11/6/13 Action Window Cleaning  
11/25/13 Ken's Window Cleaning Regina's  
#2 sending Ken out  
12/5/13 Left message - has Ken been  
out to give us estimate  
12/6/13 Left additional message -  
have not heard back yet

Plume