

William Wenzel, Town Supervisor
Dale Warner, Deputy Supervisor
Jennifer Howe, Town Clerk
Carol Sowycz, Deputy Town Clerk



Michael Santulli, Council Member
Nicholas Passonno, Council Member
Dianne Grant, Council Member
Andrew Lucks, Council Member

5853 Western Turnpike
Duanesburg, New York 12056

Town of Duanesburg

Schenectady County

P# 518-895-8920
F# 518-895-8171

Thursday, January 9, 2025

Town of Duanesburg is inviting you to a scheduled Zoom meeting.

Topic: Town of Duanesburg's Town Board Meeting

Time: 7:00 p.m.

Join Zoom Meeting

Meeting ID: 889 0570 1411

Passcode: 886918

Dial in by Phone: 1-646-558-8656

Town Board Meeting Agenda

Meeting Time: 7:00PM

Call to Order
Pledge of Allegiance
Prayer/Moment of Reflection

Public Hearing: The Town is considering the adoption of Local Law No. 1 of 2025 amending the Town Zoning Ordinance to define "Poultry Husbandry" and to establish the maximum density of Poultry Husbandry.

Public Hearing: The Town is considering the adoption of Local Law No. 2 of 2025 to amend the Wind Law Local Law 2 of 2018 to prohibit Battery Energy Storage Systems ("BESS"), titled "Wind Energy Law BESS Restrictions."

Public Hearing: The Town is considering the adoption of Local Law No. 3 of 2025 to amend the Solar Law Local Law 1 of 2023, as amended by Local Law 3 of 2024, to prohibit Battery Energy Storage Systems ("BESS"), titled "Solar Law BESS Restrictions."

Public Hearing: The Town is considering the adoption of Local Law No. 4 of 2025 amending the Town Zoning Ordinance definition of Public Utility, to add a definition of Battery Energy Storage System ("BESS"), and to update the permitted public utility use to prohibit BESS, titles "BESS Restrictions."

Approval of minutes for: End of Year Town Board Meeting on Thursday December 26, 2024

Approval of minutes for: Organizational Town Board Meeting on Monday January 6, 2025

PLEASE NOTE: AGENDA ITEMS MAY BE ADDED OR DELETED WITHOUT NOTICE

Town Clerk's Report-December
Town Supervisor's Report- November
Payment of Claims

Committee Reports

Highway
Public Safety
Park
Sewer Districts #1, 2 & 3
IT

Business Meeting:

- 1. Motion to reappoint Charles Leoni to the Zoning Board of Appeals.**
- 2. Motion to reappoint Daniel Boggs to the Zoning Board of Appeals.**
- 3. Motion to reappoint Josh Houghton to the Planning Board.**
- 4. Motion to reappoint Mike Harris to the Planning Board.**
- 5. Motion to enter into agreements with Bowman Consulting Group, Civis Plus, LLC and Omnis Computers & Supplies, Inc.**

Privilege of the Floor:

Comments are limited to 5 minutes per person. Please state your name and address for the record. Be respectful. Address the entire Town Board. Individual members are not to be singled out. Speak of issues related to Town business. There will be no tolerance for personal attacks on Board Members. The board reserves the right to ask that your question be put in writing and to be submitted to the Town Clerk to then be distributed to the Town Board. Questions will be answered in a timely manner and mailed to the resident.

Executive Session: For the purpose of discussing personnel matters and safety issues.

Adjourn

**LEGAL NOTICE
NOTICE OF PUBLIC HEARINGS
TOWN BOARD
TOWN OF DUANESBURG**

PLEASE TAKE NOTICE, that the Town Board of the Town of Duanesburg, New York, will meet at the Town Offices of Duanesburg located at 5853 Western Turnpike, on **January 9, 2025**, at **7p.m.** for the purpose of hearing all persons interested in the matter of:

The Town is considering the adoption of Local Law No. 1 of 2025 amending the Town Zoning Ordinance to define "Poultry Husbandry" and to establish the maximum density of Poultry Husbandry.

BY ORDER OF THE TOWN BOARD
TOWN OF DUANESBURG

Dated: December 12, 2024

TOWN OF DUANESBURG
Local Law No. 1 For the Year 2025
Adopted January __, 2025

BE IT ENACTED by the Town Board of the Town of Duanesburg as follows:

Section 1. Title

A local law to amend the Zoning Ordinance definition of Public Utility, to add a definition of Battery Energy Storage System ("BESS"), and to update the permitted public utility use to prohibit BESS, titled "BESS Restrictions."

Section 2. Purpose.

BESS pose a unique safety hazard with regard to the technology used in such batteries and the tendency of the batteries to catch fire. The Town relies upon its volunteer fire companies to combat fires in the Town and in the evacuation of homeowners when necessary. Most of these BESS are remote monitored which means that often no or little notice is provided to the Town and first responders when such fires occur. Moreover, in the majority of the Town there is no public water available for fire fighting which places additional burdens on the volunteer fire companies.

Section 3. Authority

This local law is adopted pursuant to Sections 10 and 22 of Municipal Home Rule Law. The Town Board after careful review has determined that it is in the public health, safety and welfare, not to allow utility scale BESS whether associated with the electric transmission grid or with solar or wind projects.

Section 4. Exemptions

BESS was approved in connection with two existing solar projects known as Oak Hill 1 and 2, this prohibition does not apply to these projects.

Section 4. Definitions

Amend the Zoning Law definition of Public Utility Use in Section 3.5.119 of the Town Zoning Ordinance as follows as well as add the following new definitions in proper alphabetical order:

PUBLIC UTILITY USE – A building, structure or lot used for or in connection with the generation, transmission, distribution or regulation of water, gas, electric, telephone or other public utility service. For the purpose of this definition, telecommunications towers, Battery Energy Storage Systems (BESS) either stand alone or proposed in connection with Solar or Wind Energy Facilities or such Solar or Wind Energy Facilities themselves shall not be considered, nor allowed as, a public utility use. (See Telecommunication Facility Law, Solar Law and/or Wind Energy Facilities Law).

BATTERY ENERGY STORAGE SYSTEM (BESS) - One or more devices, assembled together, capable of storing energy in order to supply electrical energy at a future time, with an aggregate energy capacity greater than 600 kWh or are comprised of more than one storage battery technology in a room or enclosed area.

BATTERY(IES) -- A single cell or a group of cells connected together electrically in series, in parallel, or a combination of both, which can charge, discharge, and store energy electrochemically, excluding batteries utilized in consumer products.

Section 5. Conflicting Standards.

Where the requirements of this Local Law impose a different restriction or requirement than imposed by other sections of the Code of the Town of Duanesburg, the Town Law of the State of New York or other applicable rules or regulations, the requirements of this Local Law shall prevail.

Section 6. Severability.

The invalidity of any word, section, clause, paragraph, sentence, part or provision of this local law shall not affect the validity of any other part of this local law that can be given effect without such invalid part or parts.

Section 7. Effective Date.

This Local Law shall take effect immediately upon its adoption and filing with the Secretary of State.

**LEGAL NOTICE
NOTICE OF PUBLIC HEARINGS
TOWN BOARD
TOWN OF DUANESBURG**

PLEASE TAKE NOTICE, that the Town Board of the Town of Duanesburg, New York, will meet at the Town Offices of Duanesburg located at 5853 Western Turnpike, on **Thursday, January 9, 2024 at 7 p.m.** for the purpose of hearing all persons interested in the matter of:

The Town is considering the adoption of Local Law No. 2 of 2025 to amend the Wind Law local law 2 of 2018 to prohibit Battery Energy Storage Systems ("BESS"), titled "Wind Energy Law BESS Restrictions."

BY ORDER OF THE TOWN BOARD
TOWN OF DUANESBURG

Dated: December 12, 2024

TOWN OF DUANESBURG
Local Law No. 2 For the Year 2025
Adopted January __, 2025

BE IT ENACTED by the Town Board of the Town of Duanesburg as follows:

Section 1. Title

A local law to amend the Wind Law local law 2 of 2018 to prohibit Battery Energy Storage Systems ("BESS"), titled "Wind Energy Law BESS Restrictions."

Section 2. Purpose.

BESS pose a unique safety hazard with regard to the technology used in such batteries and the tendency of the batteries to catch fire. The Town relies upon its volunteer fire companies to combat fires in the Town and in the evacuation of homeowners when necessary. Most of these BESS are remote monitored which means that often no or little notice is provided to the Town and first responders when such fires occur. Moreover, in the majority of the Town there is no public water available for fire fighting which places additional burdens on the volunteer fire companies.

Section 3. Authority

This local law is adopted pursuant to Sections 10 and 22 of Municipal Home Rule Law. The Town Board after careful review has determined that it is in the public health, safety and welfare, not to allow utility scale BESS whether associated with the electric transmission grid or with solar or wind projects.

Section 4.

Repeal Wind Energy Law Section Six subsection 10 and replace with the following:

"All electrical and control equipment, including any battery and storage cells, shall be labeled and secured to prevent unauthorized access. Such equipment."

Section 5. Battery Energy Storage Systems

Repeal Section 7(2)B in its entirety and replace with the following:

"Battery Energy Storage Systems are prohibited."

Section 6. Conflicting Standards.

Where the requirements of this Local Law impose a different restriction or requirement than imposed by other sections of the Code of the Town of Duanesburg, the Town Law of the State of New York or other applicable rules or regulations, the requirements of this Local Law shall prevail.

Section 7. Severability.

The invalidity of any word, section, clause, paragraph, sentence, part or provision of this local law shall not affect the validity of any other part of this local law that can be given effect without such invalid part or parts.

Section 8. Effective Date.

This Local Law shall take effect immediately upon its adoption and filing with the Secretary of State.

LEGAL NOTICE
NOTICE OF PUBLIC HEARINGS
TOWN BOARD
TOWN OF DUANESBURG

PLEASE TAKE NOTICE, that the Town Board of the Town of Duanesburg, New York, will meet at the Town Offices of Duanesburg located at 5853 Western Turnpike, on **Thursday, January 9, 2024 at 7 p.m.** for the purpose of hearing all persons interested in the matter of:

The Town is considering the adoption of a local law to amend the Solar Law local law 1 of 2023, as amended by Local Law 3 of 2024, to prohibit Battery Energy Storage Systems ("BESS"), titled "Solar Law BESS Restrictions."

BY ORDER OF THE TOWN BOARD
TOWN OF DUANESBURG

Dated: December 12, 2024

TOWN OF DUANESBURG
Local Law No. 3 For the Year 2025
Adopted January __, 2025

BE IT ENACTED by the Town Board of the Town of Duanesburg as follows:

Section 1. Title

A local law to amend the Solar Law local law 1 of 2023, as amended by Local Law 3 of 2024, to prohibit Battery Energy Storage Systems ("BESS"), titled "Solar Law BESS Restrictions."

Section 2. Purpose.

BESS pose a unique safety hazard with regard to the technology used in such batteries and the tendency of the batteries to catch fire. The Town relies upon its volunteer fire companies to combat fires in the Town and in the evacuation of homeowners when necessary. Most of these BESS are remote monitored which means that often no or little notice is provided to the Town and first responders when such fires occur. Moreover, in the majority of the Town there is no public water available for fire fighting which places additional burdens on the volunteer fire companies.

Section 3. Authority

This local law is adopted pursuant to Sections 10 and 22 of Municipal Home Rule Law. The Town Board after careful review has determined that it is in the public health, safety and welfare, not to allow utility scale BESS whether associated with the electric transmission grid or with solar or wind projects.

Section 4. Exemptions

BESS was approved in connection with two existing solar projects, known as Oak Hill 1 and 2, and this prohibition does not apply to these projects.

Section 4. Definitions

Repeal the definition of Battery Energy Storage System and replace with "One or more devices, assembled together, capable of storing energy in order to supply electrical energy at a future time with an aggregate energy capacity greater than 600kWh or are comprised of more than one storage battery technology in a room or enclosed area."

Section 5. Requirements for Small-Scale Solar Energy Systems

Repeal Solar Law Section Six subsection 10 and replace with the following:

"Battery Energy Storage Systems are prohibited."

Section 6. Battery Energy Storage Systems

Repeal Section 8 in its entirety and replace with the following:

“Battery Energy Storage Systems are prohibited.”

Section 7. Conflicting Standards.

Where the requirements of this Local Law impose a different restriction or requirement than imposed by other sections of the Code of the Town of Duanesburg, the Town Law of the State of New York or other applicable rules or regulations, the requirements of this Local Law shall prevail.

Section 8. Severability.

The invalidity of any word, section, clause, paragraph, sentence, part or provision of this local law shall not affect the validity of any other part of this local law that can be given effect without such invalid part or parts.

Section 9. Effective Date.

This Local Law shall take effect immediately upon its adoption and filing with the Secretary of State.

**LEGAL NOTICE
NOTICE OF PUBLIC HEARINGS
TOWN BOARD
TOWN OF DUANESBURG**

PLEASE TAKE NOTICE, that the Town Board of the Town of Duanesburg, New York, will meet at the Town Offices of Duanesburg located at 5853 Western Turnpike, on **Thursday, January 9, 2024 at 7 p.m.** for the purpose of hearing all persons interested in the matter of:

The Town is considering the adoption of Local Law No. 4 of 2025 to amend the Town of Duanesburg Zoning Ordinance definition of Public Utility, to add a definition of Battery Energy Storage System ("BESS"), and to update the permitted public utility use to prohibit BESS, titled "BESS Restrictions."

BY ORDER OF THE TOWN BOARD
TOWN OF DUANESBURG

Dated: December 12, 2024

TOWN OF DUANESBURG
Local Law No. 4 For the Year 2025
Amending the Zoning Ordinance To Define “Poultry Husbandry” and to Establish Maximum
Density of Poultry Husbandry

BE IT ENACTED by the Town Board of the Town of Duanesburg as follows:

Section 1. Title

This local law shall be known as “Poultry Husbandry”.

Section 2. Authority

This local law is adopted pursuant to the authority in §10 and §22 of the Municipal Home Rule Law.

Section 3. Purpose

The goal of this local law is to define the practice of “Poultry Husbandry” in the Town of Duanesburg Zoning Ordinance to ensure that adequate space is provided for the raising of poultry within the Town. Regulating the density of fowl will assist in preventing the creation of nuisance conditions resulting from the accumulation of poultry wastes and the smell and noise associated with “Poultry Husbandry.”

Section 4. Zoning Ordinance Amendment

Section 3 of the Zoning Ordinance is amended to add: a new definition of Poultry Husbandry—the raising of fowl for production and sale of meat or eggs shall be limited in the Town to a density of 100 fowls per acre where the fowls are not contained in structures. Where the fowls are contained in structures the density shall be limited to 1.5 square feet per fowl based on the total square footage of the building footprint plus one additional story, if such additional story is provided. The Planning Board has the limited authority to allow greater density of Poultry Husbandry by special use permit where the Applicant can show that it will meet the standards for the issuance of a special use permit and where the Application addresses waste handling and other potential nuisance conditions to the satisfaction of the Planning Board.

Section 5. Severability

Whenever the requirements of this chapter are at variance with the requirements of any other lawfully adopted rules, regulations, ordinances, deed restrictions or covenants, the most restrictive or the higher standard shall govern.

Section 6. Effective Date

This local law shall take effect immediately upon its adoption and filing with the Secretary of State.

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Account#	Account Description	Fee Description	Qty	Local Share
		Special Use Permit	2	200.00
	Misc. Fees	Adoption & Redemption	1	0.00
		Certified Copies - Death	4	40.00
		Postage	2	20.36
	Operating Permit	Operating Permit	1	30.00
	Subdivision Major	Planning & Zoning	2	300.00
		Sub-Total:		\$590.36
2110	Variance Application	Variance Application	1	100.00
		Sub-Total:		\$100.00
690.01	Village Of Delanson	Village Of Delanson	1	35.00
		Sub-Total:		\$35.00
A1255	Conservation	Conservation	2	1.11
		Sub-Total:		\$1.11
A2544	AFTER 30 DAYS	AFTER 30 DAYS	3	15.00
	Dog Licensing	Female, Spayed	17	238.00
		Male, Neutered	14	196.00
		Sub-Total:		\$449.00
B2555	Building Permits	Building Permits	3	495.00
		Sub-Total:		\$495.00
Total Local Shares Remitted:				\$1,670.47
Amount paid to: NYS Ag. & Markets for spay/neuter program				31.00
Amount paid to: NYS Environmental Conservation				18.89
Total State, County & Local Revenues:		\$1,720.36	Total Non-Local Revenues:	\$49.89

To the Supervisor:

Pursuant to Section 27, Sub 1, of the Town Law, I hereby certify that the foregoing is a full and true statement of all fees and monies received by me, Jennifer Howe, Town Clerk, Town of Duanesburg during the period stated above, in connection with my office, excepting only such fees and monies, the application of which are otherwise provided for by law.

Supervisor

Date

Town Clerk

Date

Monthly Statement of the Town Supervisor

TO THE TOWN BOARD OF THE TOWN OF DUANESBURG, NEW YORK

Pursuant to Section 119 of Town Law, I hereby render the following statement of all money received and disbursed by this office during the month of NOVEMBER 2024

Revenues

Fund	Amount
General Fund	\$150,379.25
Highway Fund	\$910.76
Fire District	\$0.00
Lighting District #1	\$0.00
Lighting District #2	\$0.00
Lighting District #3	\$0.00
Drainage	\$0.00
Sewer District #1	\$5.43
Sewer District #2	\$189.32
Sewer District #3	\$10.77
Total	<u>\$ 151,495.53</u>

Disbursements

General Fund	\$97,351.68
Highway Fund	\$18,775.55
Fire District	\$0.00
Lighting District #1	\$0.00
Lighting District #2	\$0.00
Lighting District #3	\$0.00
Drainage	\$0.00
Sewer District #1	\$11,795.85
Sewer District #2	\$5,902.72
Sewer District #3	\$3,789.32
Total	<u>\$ 137,615.12</u>

TOWN OF DUANESBURG TOWN BOARD

RESOLUTION NO. _____-2025

January 9, 2025

The Town hereby reappoints Charles Leoni to the Zoning Board of Appeals of the Town of Duanesburg for a term ending on December 31, 2029.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting on January 9, 2025.

William Wenzel, Supervisor

Town Clerk/Deputy Town Clerk

Present:

Absent:

Town Board Members:

Dianne Grant	Yea	Nay	Abstain
Michael Santulli	Yea	Nay	Abstain
William Wenzel	Yea	Nay	Abstain
Andrew Lucks	Yea	Nay	Abstain
Nicholas Passonno	Yea	Nay	Abstain

TOWN OF DUANESBURG TOWN BOARD

RESOLUTION NO. _____-2025

January 9, 2025

The Town hereby reappoints Daniel Boggs to the Zoning Board of Appeals of the Town of Duanesburg for a term ending on December 31, 2029.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting on January 9, 2025.

William Wenzel, Supervisor

Town Clerk/Deputy Town Clerk

Present:

Absent:

Town Board Members:

Dianne Grant	Yea	Nay	Abstain
Michael Santulli	Yea	Nay	Abstain
William Wenzel	Yea	Nay	Abstain
Andrew Lucks	Yea	Nay	Abstain
Nicholas Passonno	Yea	Nay	Abstain

TOWN OF DUANESBURG TOWN BOARD

RESOLUTION NO. _____-2025

January 9, 2025

The Town hereby reappoints Josh Houghton to the Planning Board of the Town of Duanesburg for a term ending on December 31, 2031.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting on January 9, 2025.

William Wenzel, Supervisor

Town Clerk/Deputy Town Clerk

Present:

Absent:

Town Board Members:

Dianne Grant	Yea	Nay	Abstain
Michael Santulli	Yea	Nay	Abstain
William Wenzel	Yea	Nay	Abstain
Andrew Lucks	Yea	Nay	Abstain
Nicholas Passonno	Yea	Nay	Abstain

TOWN OF DUANESBURG TOWN BOARD

RESOLUTION NO. _____-2025

January 9, 2025

The Town hereby reappoints Mike Harris to the Planning Board of the Town of Duanesburg for a term ending on December 31, 2031.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting on January 9, 2025.

William Wenzel, Supervisor

Town Clerk/Deputy Town Clerk

Present:

Absent:

Town Board Members:

Dianne Grant	Yea	Nay	Abstain
Michael Santulli	Yea	Nay	Abstain
William Wenzel	Yea	Nay	Abstain
Andrew Lucks	Yea	Nay	Abstain
Nicholas Passonno	Yea	Nay	Abstain

TOWN OF DUANESBURG TOWN BOARD

RESOLUTION - 25

January 9, 2025

WHEREAS, the Town wishes to enter into agreements (the "Agreements") with Bowman Consulting Group, Ltd., for landfill monitoring services, Civic Plus, LLC, for website hosting services, and Omnis Computers & Supplies, Inc., for computer and software services; and

WHEREAS, the Town Board has carefully reviewed the Agreements; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Board approves and authorizes the Town Supervisor to execute the Agreements attached hereto.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting on January 9, 2025.

William Wenzel, Supervisor

Town Clerk/ Deputy Town Clerk

Present:

Absent:

Council Members:

William Wenzel	Yea	Nay	Abstain
Michael Santulli	Yea	Nay	Abstain
Dianne Grant	Yea	Nay	Abstain
Andrew Lucks	Yea	Nay	Abstain
Nicholas Passonno	Yea	Nay	Abstain



Computers &
Reprographics

MASTER SERVICE AGREEMENT

THIS MASTER SERVICE AGREEMENT ("Agreement") is made this 1st day of January 2025 ("Effective Date") by and between Omnis Computers & Supplies, Inc., 2165 Technology Dr, Schenectady, NY 12308 and Town of Duanesburg @ 5853 Western Turnpike Duanesburg, NY 12056 ("Client").

1. **SCOPE OF AGREEMENT.** This Agreement serves as a master agreement and applies to Client's purchases from OMNIS COMPUTERS, of services ("Services"), as well as licenses for software, hardware, support and maintenance services, and/or subscription services (collectively, "**Product**"). Client hereby engages and retains OMNIS COMPUTERS to render Services as more particularly set forth in the "Statement of Work" or "SOW" attached hereto and incorporated herein by reference or subsequent Statements of Work

1.1 Statement of Work (SOW)

- Green Service Contract
- 24/7 Monitoring & Proactive Support
- Unlimited Help- Desk Support
- Unlimited Remote Remediation
- Automated Maintenance
- End-User Portal Access
- Remote Weekend & After Hour Support \$150/Hour
- Onsite Support Weekend & After Hour \$150/Hour
- Onsite Service: \$100/Hour
- New Project Work: \$100/Hour
- Remote Weekend After Hour EMERGENCY Support
- Onsite Weekend After Hour EMERGENCY Support: \$150/Hour
- Daily Server Backup Monitoring
- Monthly Executive Reports
- Unlimited Technology Consulting
- BitDefender Anti-Virus
- Technology Vendor Management
- Managed Backup 2 TB included (additional tiered cloud storage available at \$65 per TB over 2TB)
- Discounted hardware
- Virtual CIO (yearly or as needed)

1 Server @ \$125 a month

* Microsoft Office 365 Billed Separately *

Bitdefender AV- 2.50 per PC @ \$52.50 a month

19 workstations @ \$30 each a month

Managed backup @ \$125 a month

Total per month \$872.50

Phone: (518) 372-7829
Fax: (518) 372-3189
e-mail: scott@omnis1.com

141 ERIE BOULEVARD SCHENECTADY, NEW YORK 12305



Computers &
Reprographics

Client acknowledges that services do not include the following:

- Emergency support that is not provided remotely or is requested after normal business hours. Emergency support that requires an onsite visit is billable at the after-hours billable rate of 1.5 times the normal hourly rate unless otherwise included in the contract. Additionally, any non-emergency request that is not scheduled in advance but is required outside of normal hours will be classified as a billable charge at 1.5 times the normal billable rate unless otherwise included in the contract.
- Major projects including new server installations, new application installations, major software upgrades.
- The cost of parts not covered by manufacturer/vendor warranty. The cost of parts, shipping, licensing, software renewals or upgrade fees (that are not explicitly included in contract). Third party vendors, manufacturer support for incident fees, or the cost of bringing the clients environment into compliance with any regulatory standards (unless specifically indicated in contract).
- Service and repair of any unauthorized alterations or modifications of hardware, or software installations made by anyone other than Omnis employees.

Client acknowledges

- Emergencies constitute major server outages, full network outages or other major disruptions that prevent the normal functionality of a multiple members of client company. To facilitate this, we request that an after-hours emergency contact is put in place to approve or deny any requested work.
- Clients network/computer infrastructure must meet the following minimum standards
 - All computers have Windows 10 Pro or higher.
 - Server(s) have an operating system that is not considered end of life.
 - All server hardware is under warranty and actively receiving updates from the manufacturer.
 - Firewall(s) that has an active security subscription and is not end of life.
 - Switch(s) and Access Points that are not classified as end of life.
 - Line of business applications are on a currently supported version by the vendor and/or active maintenance contract or subscription

After multiple denied recommendations to keep the Client environment in alignment with best practices Omnis Computers reserves the right to bill for ANY work pertaining to the out of alignment item(s) at the normally billable rate.

- This service is a prepaid service due on the first of each month.

Phone: (518) 372-7829
Fax: (518) 372-3189
e-mail: scott@omnis1.com

141 ERIE BOULEVARD SCHENECTADY, NEW YORK 12305



2. GENERAL REQUIREMENTS.

2.1 System. For the purposes of this Agreement, "System" means, collectively, any computer network, computer system, peripheral or device installed, maintained, monitored, or operated by us pursuant to a SOW. To avoid a delay or negative impact on our provision of the Services, during the term of each SOW you agree to refrain from modifying or moving the System, or installing software on the System, unless we expressly authorize such activity.

2.2 Maintenance; Updates. If patches and other software-related maintenance updates ("Updates") are provided under a SOW, we will install the Updates only if we have determined, in our reasonable discretion, that the Updates will be compatible with the configuration of the System and materially beneficial to the features or functionality of the affected software or hardware. We will not be responsible for any downtime or losses arising from or related to the installation or use of any Update, provided that the Update was installed in accordance with the manufacturer's or applicable vendor's instructions.

2.3 Third-Party Vendors and Service Providers. We do not own certain Third-Party Products and the use thereof is subject to certain rights and limitations of which we need to inform you. Your right to use the Third-Party Products is subject to your Agreement with us, and to your understanding of, compliance with and consent to the terms and conditions of the Third-Party agreements, which we do not have authority to vary, alter or amend.

Therefore, OMNIS COMPUTERS may utilize a Third-Party Service Provider in its discretion to provide the Services in accordance with the Agreement. OMNIS COMPUTERS shall not, however, subcontract any Services to a third party without the prior written consent of Client. If Client so consents, OMNIS COMPUTERS will use reasonable efforts to assign, transfer and facilitate all warranties (if any) for the Third-Party Service Provider to Client, but will have no liability whatsoever for the quality, functionality or operability of any Third-Party Products or Services, and OMNIS COMPUTERS will not be held liable as an insurer or guarantor of the performance, downtime or usefulness of any Third-Party Provider. The Third-Party Provider may require the OMNIS COMPUTERS to sign a contract with the Third-Party Provider for its services ("Third-Party Contract") and the terms of the Third-Party Contract may require certain conditions and requirements upon Client. The terms and conditions of any such Third-Party Contract(s) will be provided to the Client or attached to the Scope of Work which identifies the Third-Party Service Provider and the associated terms and conditions. Client hereby agrees to review all Third-Party Contracts and consents to the terms and condition of those Third-Party Contracts which Client has consented OMNIS COMPUTERS contract upon its behalf.

2.4 Third Party Support. If, in OMNIS COMPUTERS's discretion, a hardware or software issue requires vendor or OEM support, we may contact the vendor or OEM (as applicable) on your behalf and pass through to you, without markup, all fees and costs incurred in that process. If such fees or costs are anticipated in advance or exceed \$100, we will obtain your permission before incurring such expenses on your behalf unless exigent circumstances require otherwise.

2.5 Advice; Instructions. From time to time, we may provide you with specific advice and directions related to our provision of the Services or the maintenance or administration of the System. (For example, our advice or directions may include increasing the System's server or hard drive capacity or replacing obsolete equipment.) You agree to promptly follow and implement any directions we provide to you related to the Services which, depending on the situation, may require you to make additional purchases or investments in the System or the environment in which the System is maintained, at your sole cost. We will not be responsible for any problems or issues (such as System downtime or security-related issues) caused by your failure to promptly follow our advice or directions. If your failure to follow or implement our advice renders part or all of the Services economically or technically unreasonable to provide in our discretion, then we may terminate the applicable SOW for cause by providing notice of termination to you. Unless specifically and expressly stated in a SOW, any services required to remediate issues caused by your failure to follow OMNIS COMPUTERS's advice or directions, or your

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unauthorized modification of the System, as well as any services required to bring the System up to or maintain the Minimum Requirements, are not covered under any SOW and will be out-of-scope.

3. **TERM AND TERMINATION.** This Agreement will begin on the Effective Date and will continue until each Order expires or is terminated. OMNIS COMPUTERS may: (a) terminate a specific Order if Client fails to pay any applicable fees due for that Order within 30 days after receipt of written notice from OMNIS COMPUTERS of non-payment; and/or (b) terminate this Agreement or an Order if Client commits any other material breach of this Agreement and fails to cure such breach within fifteen (15) days after receipt of written notice from OMNIS COMPUTERS. If an Order for Services is terminated, Client will promptly pay OMNIS COMPUTERS for Services rendered, and expenses incurred through the termination date.

Client may (a) terminate this Agreement or an Order if OMNIS COMPUTERS commits any other material breach of this Agreement and fails to cure such breach within fifteen (15) days after receipt of written notice from Client; and/or (b) terminate for any reason with ninety (90) days written notice to OMNIS COMPUTERS.

4. **PAYMENT.** Client will pay OMNIS COMPUTERS all fees due upon receipt of an invoice specifying the amounts due ("**Fees**"). All Fees payable under this Agreement are exclusive of sales, use, excise, and any other applicable transaction taxes, which Client will pay (excluding taxes based upon the net income of OMNIS COMPUTERS). If payment is not received on or before any invoice due date, interest shall begin to accrue and be payable at the lesser of the maximum rate permitted under applicable law or at the rate of one and one-half percent (1.5%) (or any other interest rate in accordance with the state's law) per month from the date due until paid in full. Client shall pay all expenses, including actual attorneys' fees, incurred by OMNIS COMPUTERS or its representatives in enforcing its rights under this Agreement, provided that OMNIS COMPUTERS is successful on the merits. Client's obligation to pay undisputed amounts due for Services and OMNIS COMPUTERS's right to all such amounts are absolute and unconditional. Client is not entitled to setoff of such amounts. All Fees will be detailed in an Order. Unless otherwise stated in a SOW, Client agrees to pay or reimburse OMNIS COMPUTERS for all actual, necessary, and reasonable expenses incurred by OMNIS COMPUTERS in performance of such SOW, which are capable of verification by receipt. OMNIS COMPUTERS will submit invoices to Client for such fees and expenses either upon completion of the Services, or at stated intervals, in accordance with the applicable Statement of Work.

5. **CONFIDENTIALITY AND NON-DISCLOSURE.** Both Parties to this Agreement recognize that, from time to time, they may come into contact with information that the other Party considers confidential. Confidential Information is defined for this Agreement as all information (whether written or oral) that comes into a Party's possession under or in connection with this Agreement that is reasonably considered by the disclosing Party to be confidential and is clearly identified as confidential. The Parties shall keep all Confidential Information in strict confidence.

The recipient will use a reasonable standard of care in protecting Confidential Information, which will not be less than the standard of care the recipient uses to protect its own confidential information; only use Confidential Information to perform its obligations and exercise its rights under this Agreement; not disclose Confidential Information to any third party; when requested by the disclosing Party, return or destroy the Confidential Information.

6. **PROVISION OF MATERIALS AND SERVICES TO OMNIS COMPUTERS.** Client agrees to timely furnish, at its own expense, all personnel, all necessary computer hardware, software and related materials and appropriate and safe work spaces for purposes of OMNIS COMPUTERS or its contracted subcontractors, performing the services. Client will also provide OMNIS COMPUTERS or its contracted subcontractors, with access to all information, passwords and facilities requested by OMNIS COMPUTERS that is necessary for OMNIS COMPUTERS or its contracted subcontractors, to perform the services. Access may be denied for any reason at any time, however if access to information, passwords or facilities is denied, Client understands that the OMNIS COMPUTERS or its contracted subcontractors, may be unable to perform their duties adequately.

7. **WORKING ENVIRONMENT.** Client shall provide a suitable working environment for any Equipment located at Client's facility. Such environment includes, but is not limited to the appropriate temperature, static electricity and humidity controls and properly conditioned electrical supply for each piece of Equipment. Client shall bear the risk of loss of any Equipment located at Client's facility.

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8. **RESPONSIBILITY FOR EQUIPMENT.** Client acknowledges that from time to time (a) OMNIS COMPUTERS may identify additional items that need to be purchased by Client, and (b) changes in Client's systems may be required in order for OMNIS COMPUTERS to meet Client's requirements. In connection therewith, Client agrees to work in good faith with OMNIS COMPUTERS to effectuate such purchases or changes. In the event that OMNIS COMPUTERS is required to purchase any assets, including computer hardware and/or software, in connection with OMNIS COMPUTERS providing the services, all such assets will remain the sole property of OMNIS COMPUTERS unless specifically stated otherwise in writing. Client will be responsible for the quality, completeness and workmanship of any item or service furnished by it and for ensuring that the materials provided to OMNIS COMPUTERS or its contracted subcontractors, do not infringe or violate the rights of any third party. Client will maintain adequate backup for all data and other items furnished to OMNIS COMPUTERS.

9. **CLIENT DATA OWNERSHIP AND RESPONSIBILITY.** Client shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of any data, information or material proprietary submitted by Client to OMNIS COMPUTERS.

10. **INTELLECTUAL PROPERTY.** OMNIS COMPUTERS retains all intellectual property rights in any property invented or composed in the course of or incident to the performance of this Agreement, as well as any software, materials, or methods created prior to or after conclusion of any work. Client acquires no right or interest in any such intellectual property, by virtue of this Agreement or the work performed under this Agreement.

10.1. Client may only use and disclose Product in accordance with the terms of this Agreement and applicable Order. OMNIS COMPUTERS reserves all rights in and to the Product not expressly granted in this Agreement. Client may not disassemble or reverse engineer any software Product or decompile or otherwise attempt to derive any software Product's source code from executable code, except to the extent expressly permitted by applicable law despite this limitation or provide a third party with the results of any functional evaluation, or benchmarking or performance tests on the Products, without OMNIS COMPUTERS's prior written approval. Except as expressly authorized in this Agreement or an Order, Client may not (a) distribute the Product to any third party (whether by rental, lease, sublicense or other transfer), or (b) operate the Product in an outsourcing or OMNIS COMPUTERS business to process the data of third parties. Additional usage restrictions may apply to certain third-party files or programs embedded in the Product - applicable installation instructions or release notes will contain the relevant details.

10.2. **License Agreements.**

(a) **License.** Subject to the terms of this Agreement, OMNIS COMPUTERS grants Client a perpetual, non-exclusive, non-transferable license to use and modify all programming, documentation, reports, and any other product provided as part of the Services solely for its own internal use. At all times, all software on the System must be genuine and licensed, and you agree to provide us with proof of such licensing upon our request. If we require you to implement certain minimum hardware or software requirements ("Minimum Requirements"), you agree to do so as an ongoing requirement of us providing our Services to you.

(b) **Software Installation or Replication.** If OMNIS COMPUTERS is required to install or replicate Client software as part of the Services, Client will independently verify that all such software is properly licensed. Client's act of providing any software to OMNIS COMPUTERS will be deemed Client's affirmative acknowledgement to OMNIS COMPUTERS that Client has a valid license that permits OMNIS COMPUTERS to perform the Services related thereto. In addition, Client will retain the duty and obligation to monitor Client's equipment for the installation of unlicensed software unless OMNIS COMPUTERS in a written statement of work ("SOW") expressly agrees to conduct such monitoring.

(c) **Pre-Existing License Agreements.** Any software product provided to Client by OMNIS COMPUTERS as a reseller for a third party, which is licensed to Client under a separate software license agreement with such third party, will continue to be governed by the third-party license agreement.

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(d) **EULA.** Portions of the Services may require you to accept the terms of one or more third party end user license agreements ("EULAs"). If the acceptance of a EULA is required in order to provide the Services to you, then you hereby grant OMNIS COMPUTERS permission to accept the EULA on your behalf. EULAs may contain service levels, warranties and/or liability limitations that are different than those contained in this Agreement. You agree to be bound by the terms of such EULAs and will look only to the applicable third-party provider for the enforcement of the terms of such EULAs. If, while providing the Services, we are required to comply with a third-party EULA and the third party EULA is modified or amended, we reserve the right to modify or amend any applicable SOW with you to ensure our continued compliance with the terms of the third party EULA.

10.3. **Third-Party Products.** Unless otherwise stated in a SOW, all hardware, software, peripherals or accessories purchased through OMNIS COMPUTERS ("Third Party Products") are nonrefundable once the applicable SOW is placed in our queue for delivery. We will use reasonable efforts to assign, transfer and facilitate all warranties (if any) and service level commitments (if any) for the Third Party Products to you, but will have no liability whatsoever for the quality, functionality or operability of any Third Party Products, and we will not be held liable as an insurer or guarantor of the performance, uptime or usefulness of any Third Party Products. Unless otherwise expressly stated in a SOW, all Third-Party Products are provided "as is" and without any warranty whatsoever as between OMNIS COMPUTERS and you (including but not limited to implied warranties).

11. **WARRANTY.** OMNIS COMPUTERS warrants that it or its contracted subcontractors, will perform the services substantially in accordance with the specifications set forth whether under this agreement, a SOW, other work order or otherwise in connection with any of them. For any breach of the foregoing warranty, OMNIS COMPUTERS or its contracted subcontractors, will exercise commercially reasonable efforts to re-perform any non-conforming services that were performed within the ten (10) business day period immediately preceding the date of Client's written notice to OMNIS COMPUTERS specifying in reasonable detail such non-conformance. If OMNIS COMPUTERS concludes that conformance is impracticable, then OMNIS COMPUTERS will refund all fees paid by Client to OMNIS COMPUTERS hereunder, if any, allocable to such nonconforming Services.

11.1. Notwithstanding any provision to the contrary in this Agreement, any warranty offered and provided directly by OMNIS COMPUTERS product shall be deemed null and void if the applicable product is (i) altered, modified or repaired by persons other than OMNIS COMPUTERS, including, without limitation, the installation of any attachments, features, or devices not supplied or approved by OMNIS COMPUTERS (ii) misused, abused, or not operated in accordance with the specifications of OMNIS COMPUTERS or the applicable manufacturer or creator of the hardware or product, or, (iii) subjected to improper site preparation or maintenance by persons other than OMNIS COMPUTERS or persons approved or designated by OMNIS COMPUTERS.

Notwithstanding the above, OMNIS COMPUTERS does not warrant its products or services beyond a reasonable standard or skill consistent with industry standards. OMNIS COMPUTERS does not guarantee or promise any cost savings, profits, or returns on investment.

12. **SOFTWARE HARDWARE & SECURITY.** Client understands and agrees that data loss or network failures may occur, whether or not foreseeable. In order to reduce the likelihood of a network failure the Client must maintain proper security for its computer and information system including software and hardware updates. Client will adhere to software and hardware updates and maintain specific security standards, policies, procedures set forth and recommended by OMNIS COMPUTERS.

13. **CLIENT CYBER SECURITY.** It is understood that the services provided under this MSA are limited to the Scope of Work as detailed in Paragraph 1, or any subsequent Scope of Work. Unless otherwise specified in the Scope of Work, it is not the intent, nor does the OMNIS COMPUTERS provide any type of internet security monitoring, cyber security monitoring, cyber terrorism monitoring, or other cyber threats for the Client. As cyber threats are always evolving it is strongly recommended that the Client engage the services of a cyber protection third party vendor to monitor the cyber controls and cyber activities in the system. Upon request OMNIS COMPUTERS may provide to Client several companies that provide cyber protection. OMNIS COMPUTERS can

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assist in evaluating Clients specific needs, but it is understood and agreed that OMNIS COMPUTERS does not offer nor provide cyber security under this Agreement.

14. **TERRORISM.** In no event, including the negligent act or omission on its part, shall OMNIS COMPUTERS, whether under this Agreement, an SOW, other work order or otherwise in connection with any of them, be liable in contract, tort, third-party liability, breach of statutory duty or otherwise, in respect of any direct, indirect or consequential losses or expenses, including without limitation loss of anticipated profits, company shut-down, third-party loss or injury, any loss because of data breach, any loss of personally identifiable or protected information, goodwill, use, market reputation, business receipts or contracts or commercial opportunities, whether or not foreseeable, if such loss was the result of or arose from any act of terrorism, strike or similar labor action, war, invasion, act of foreign enemy, hostilities or warlike operations, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, or any action taken in controlling, preventing or suppressing any of these things, including any such act or series of acts of any person or group(s) or persons, whether acting alone or on behalf of or in connection with any organization(s), committed for political, religious or ideological purposes including but not limited to the intention to influence any government and/or to put the public in fear for such purposes by using activities perpetrated electronically that are directed towards the destruction, disruption or subversion of communication and information systems, infrastructure, computers, telecommunications or electronic networks and/or its content thereof or sabotage and or threat therefrom.

15. **TELEMARKETING & UNSOLICITED EMAILS.** In no event, including the negligent act or omission on its part, shall OMNIS COMPUTERS or its contracted subcontractors, whether under this Agreement, an SOW, other work order or otherwise in connection with any of them, be liable in contract, tort, third-party liability, breach of statutory duty or otherwise, in respect of any direct, indirect or consequential losses or expenses, including without limitation loss of anticipated profits, company shut-down, third-party loss or injury, any loss because of data breach, any loss of personally identifiable or protected information, goodwill, use, market reputation, business receipts or contracts or commercial opportunities, whether or not foreseeable, if the Client's data is breached because of the distribution of unsolicited email, direct mail, facsimiles, telemarketing or because of the collection of information by means of electronic "spiders", "spybots", "spyware", wiretapping, bugging, video cameras or identification tags.

16. **EXTRAORDINARY EVENTS.** In no event, including the negligent act or omission on its part, shall OMNIS COMPUTERS or its contracted subcontractors, whether under this Agreement, an SOW, other work order or otherwise in connection with any of them, be liable in contract, tort, third-party liability, breach of statutory duty or otherwise, in respect of any direct, indirect or consequential losses or expenses, including without limitation loss of anticipated profits, company shut-down, third-party loss or injury, any loss because of data breach, any loss of personally identifiable or protected information, goodwill, use, market reputation, business receipts or contracts or commercial opportunities, whether or not foreseeable, if such loss was the result of or arose from any failure or malfunction of electrical, mechanical or telecommunications infrastructure and equipment or services, any satellite failure, or from any fire, flood, earthquake, volcanic eruption, explosion, lighting, wind, hail, tidal wave, landslide, act of God or other physical event.

17. **RELEASE WITH LIMITATION OF LIABILITY.** THIS PARAGRAPH LIMITS THE LIABILITIES ARISING UNDER THIS AGREEMENT OR ANY SOW AND IS A BARGAINED-FOR AND MATERIAL PART OF THIS AGREEMENT. YOU ACKNOWLEDGE AND AGREE THAT OMNIS COMPUTERS WOULD NOT ENTER INTO THIS AGREEMENT UNLESS IT COULD RELY ON THE LIMITATIONS DESCRIBED IN THIS PARAGRAPH. CLIENT AND ANY OF THEIR AFFILIATES AND EACH OF THEIR RESPECTIVE AGENCIES, EMPLOYEES, OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, SHAREHOLDERS, NOMINEES, CONSULTANTS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "RELEASOR PARTIES") AGREES TO THE FULLEST EXTENT PERMITTED BY LAW AND EXCEPT AS OTHERWISE NOTED IN THIS AGREEMENT, AGREES TO RELEASE THE OMNIS COMPUTERS AND ANY OF THEIR AFFILIATES AND EACH OF THEIR RESPECTIVE AGENCIES, EMPLOYEES, OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, SHAREHOLDERS, NOMINEES, CONSULTANTS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "RELEASED PARTIES") FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY AMOUNT IN EXCESS OF OMNIS COMPUTERS PROFESSIONAL LIABILITY INSURANCE COVERAGE AMOUNTS IN ACCORDANCE WITH THIS AGREEMENT.

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LIABILITY ARISING FROM OR OUT OF OR RELATING TO THIS AGREEMENT EXCEED OMNIS COMPUTERS PROFESSIONAL LIABILITY INSURANCE COVERAGE LIMITS IN ACCORDANCE WITH THIS AGREEMENT. OMNIS COMPUTERS SHALL NOT BE LIABLE TO CLIENT FOR ANY DELAY IN DELIVERY OR PERFORMANCE, OR FAILURE TO DELIVER OR PERFORM AT OR WITHIN THE DEADLINES SET FORTH IN THIS AGREEMENT.

18. MUTUAL INDEMNIFICATION AND HOLD HARMLESS. EACH PARTY AGREES TO THE FULLEST EXTENT PERMITTED BY LAW SHALL AT ALL TIMES DEFEND, INDEMNIFY, PAY, SAVE AND HOLD THE OTHER PARTIES AND ANY OF THEIR AFFILIATES AND EACH OF THEIR RESPECTIVE AGENCIES, EMPLOYEES, OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, SHAREHOLDERS, NOMINEES, CONSULTANTS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "MUTUALLY INDEMNIFIED PARTIES") HARMLESS FROM EACH AND ANY AND ALL LIABILITIES, DAMAGES (INCLUDING, WITHOUT LIMITATION, DIRECT, SPECIAL AND CONSEQUENTIAL DAMAGES), COSTS, EXPENSES, SUITS, CIVIL OR ALTERNATIVE DISPUTE RESOLUTION PROCEEDING, LOSSES, CLAIMS, ACTIONS, VIOLATIONS, FINES AND PENALTIES (INCLUDING WITHOUT LIMITATION, COURT COSTS, REASONABLE ATTORNEY'S FEES AND ANY OTHER REASONABLE COSTS OF LITIGATION) (HEREINAFTER COLLECTIVELY, THE "CLAIMS") THAT ANY OF THE MUTUALLY INDEMNIFIED PARTIES MAY SUFFER, SUSTAIN OR INCUR TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE MUTUALLY INDEMNIFIED PARTIES ARISING OUT OF THIS AGREEMENT.

19. RESPONSE; REPORTING.

19.1. Response. OMNIS COMPUTERS warrants and represents that we will provide the Services, and respond to any notification received by us of any error, outage, alarm or alert pertaining to the System, in the manner and within the time period(s) designated in an applicable SOW ("Response Time"), except for (i) those periods of time covered under the Onboarding Exception (defined below), or (ii) periods of delay caused by Client-Side Downtime (defined below), Vendor-Side Downtime (defined below) or (iii) periods in which we are required to suspend the Services to protect the security or integrity of your System or our equipment or network, or (iv) delays caused by a force majeure event.

19.2. Scheduled Downtime. For the purposes of this Agreement, Scheduled Downtime will mean those hours, as determined by us but which will not occur between the hours of 9:00 AM and 5:00 PM EST (or EDT, as applicable), Monday through Friday without your authorization or unless exigent circumstances exist, during which time we will perform scheduled maintenance or adjustments to its network. We will use our best efforts to provide you with at least twenty-four (24) hours of notice prior to scheduling Scheduled Downtime.

19.3. Client-Side Downtime. We will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Services to the extent that such delays or deficiencies are caused by your actions or omissions ("Client-Side Downtime").

19.4. Vendor-Side Downtime. We will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Services to the extent that such delays or deficiencies are caused by third party service providers, third party licensors, or "upstream" service or product vendors.

19.5. Remedies; Limitations. Except for the Onboarding Exception, if we fail to meet our service level commitment in a given calendar month and if, under such circumstances, our failure is not due to your activities, omissions, or inactivity, then upon receiving your written request for credit, we will issue you a pro-rated credit in an amount equal to the period of time of the outage and/or service failure. All requests for credit must be made by you no later than forty-five (45) days after you either (i) report the outage or service failure to us, or (ii) if applicable, receive a monthly report showing the outage and/or failure. The remedies contained in this paragraph and in Section 7(b) are in lieu of (and are to the exclusion of) any and all other remedies that might otherwise be available to you for our failure to meet any service level commitment during the term of this Agreement.

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20. SERVICE ASSUMPTION LIABILITY LIMITATION. It is mutually agreed that OMNIS COMPUTERS will have no responsibility for any deficiencies in the current operating systems until the OMNIS COMPUTERS has had a reasonable opportunity to conduct a review the current system and to provide Client with their recommendations.

21. PROVIDER INSURANCE. OMNIS COMPUTERS agrees to maintain sufficient insurance coverage to enable it to meet its obligations created by this Agreement and by law. Without limiting the foregoing, to the extent this Agreement creates exposure generally covered by the following insurance policies, OMNIS COMPUTERS will maintain at its own sole cost and expense at least the following insurance covering its obligations under this Agreement: (a) Commercial General Liability including (i) bodily injury, (ii) property damage, (iii) contractual liability coverage, and (iv) personal injury, in an amount not less than One Million Dollars (\$1,000,000) per occurrence; (b) Business Automobile Liability for owned, hired and non-owned vehicles in an amount of not less than One Million Dollars (\$1,000,000) for each accident; (c) Workers Compensation at statutory limits; and (d) Professional Liability Insurance covering errors and omissions and wrongful acts in the performance of the Services. Such insurance will bear a combined single limit per occurrence of not less than One Million Dollars (\$1,000,000).

22. CLIENT INSURANCE.

22.1 Cyber Insurance. Client shall secure and maintain for the duration of the contract Cyber Liability Insurance to insure Client's cyber exposures. Specific limits and coverages should be evaluated by a qualified insurance broker or risk manager to determine your specific coverage and policy limit requirements.

22.2 Mutual Waiver of Subrogation. TO THE EXTENT PERMITTED BY LAW, EACH PARTY WAIVES ALL RIGHTS AGAINST THE OTHER FOR RECOVERY OF DAMAGES TO THE EXTENT THESE DAMAGES ARE COVERED BY THE WORKERS COMPENSATION (TO THE EXTENT PERMITTED BY LAW) AND EMPLOYERS PROFESSIONAL LIABILITY GENERAL LIABILITY. PROPERTY INSURANCE, COMMERCIAL UMBRELLA/EXCESS, CYBER OR OTHER COMMERCIAL LIABILITY INSURANCE OBTAINED BY EITHER PARTY. CLIENT WILL NOT HOLD THE OMNIS COMPUTERS RESPONSIBLE FOR SUCH LOSSES AND WILL CONFIRM THAT THE CLIENTS INSURANCE POLICIES REFERENCED ABOVE PROVIDES FOR THE WAIVER OF SUBROGATION INCLUDED IN THE MASTER SERVICE AGREEMENT.

23. DISCLAIMERS. The express remedies set forth in this Agreement will constitute Client's exclusive remedies, and OMNIS COMPUTERS's sole obligation and liability, for any claim (a) that a Service or deliverable provided hereunder does not conform to specifications or is otherwise defective, or (b) that the Services were performed improperly.

EXCEPT FOR THE WARRANTIES MADE BY OMNIS COMPUTERS IN SECTION 10, WHICH ARE LIMITED WARRANTIES AND THE ONLY WARRANTIES PROVIDED TO CLIENT, THE SERVICES AND DELIVERABLES ARE PROVIDED STRICTLY "AS-IS." OMNIS COMPUTERS DOES NOT MAKE ANY ADDITIONAL WARRANTIES, EXPRESSED, IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, AS TO THE DELIVERABLES OR SERVICES PROVIDED HEREUNDER, OR ANY MATTER WHATSOEVER. THE PARTIES DISCLAIM ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE AND NON-INFRINGEMENT

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OMNIS COMPUTERS DOES NOT WARRANT THAT THE SERVICES OR ANY DELIVERABLES WILL MEET ANY CLIENT REQUIREMENTS NOT SET FORTH HEREIN, THAT ANY DELIVERABLES WILL OPERATE IN THE COMBINATIONS THAT CLIENT MAY SELECT FOR USE, THAT THE OPERATION OF ANY DELIVERABLES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. IF PRE-PRODUCTION (E.G., "ALPHA" OR "BETA") RELEASES OF SOFTWARE ARE PROVIDED TO CLIENT, SUCH COPIES ARE PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND.

No statement by any OMNIS COMPUTERS employee or agent, orally or in writing, will serve to create any warranty or obligation not set forth herein or to otherwise modify this Agreement in any way whatsoever.

24. **SEVERABILITY.** If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal or unenforceable, such provision shall be automatically reformed and construed so as to be valid, operative and enforceable, to the maximum extent permitted by law or equity while preserving its original intent. The invalidity of any part of this Agreement shall not render invalid the remainder of this Agreement.

25. **AMENDMENT.** This Agreement may not be amended except by a writing executed by an authorized individual of the OMNIS COMPUTERS.

26. **RELATIONSHIP.** The Parties are independent parties; and this Agreement does not make the Parties principal and agent, partners, employer and employee; nor does it create a joint venture. It is further understood that there is no relationship, including but not limited to a partnership, joint venture, sub-contractor or other commission-based relationship, between any party that referred OMNIS COMPUTERS or Client to the other party to this Agreement.

27. **LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York without reference to principles of conflicts of laws. The Parties irrevocably submit to the exclusive jurisdiction of the courts of the State of New York.

28. **WAIVER.** Failure by either Party to insist upon strict performance of any provision herein shall not be deemed a waiver by such Party of its rights or remedies, or a waiver by it of any subsequent default by the other Party.

29. **FORCE MAJEURE.** Neither party will be liable to the other party for delays or failures to perform its obligations under this Agreement or any SOW because of circumstances beyond such party's reasonable control. Such circumstances include, but will not be limited to, any intentional or negligent act committed by the other party, or any acts or omissions of any governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, disputes or differences with workmen, power failure, communications delays/outages, delays in transportation or deliveries of supplies or materials, cyberwarfare, cyberterrorism, or hacking, malware or virus-related incidents that circumvent then-current anti-virus or anti-malware software, and acts of God.

30. **DATA ACCESS/STORAGE.** Depending on the Service provided, a portion of your data may occasionally be accessed or stored on secure servers located outside of the United States. You agree to notify us if your company requires us to modify our standard access or storage procedures.

31. **ASSIGNMENT.** Client may not assign its rights or obligations under this Agreement without OMNIS COMPUTERS's prior written consent which shall not be unreasonably withheld.

32. **COUNTERPART AND ELECTRONIC SIGNATURES.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. The Client's electronic signature of this Agreement shall have the same validity and effect as a signature affixed by the Client's hand.

33. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement by and between the Parties regarding the subject matter contained herein and supersedes all prior and contemporaneous undertakings and agreement of the Parties, whether written or oral, with respect to such subject matter.

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Client- Town of Duanesburg

OMNIS COMPUTERS – Omnis Computers & Supplies, Inc.

By: _____

By: _____

Date: _____

Date: _____

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e-mail: scott@omnis1.com

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**Agreement Amendment
Duanesburg, NY**

THIS AGREEMENT AMENDMENT (this "Amendment") is agreed to by and between CivicPlus, LLC, d/b/a CivicPlus ("CivicPlus") and Duanesburg, NY ("Client") (jointly, "Parties") and shall be effective as of the date of signing indicated at the end of this Amendment.

RECITALS

WHEREAS, CivicPlus is engaged in the business of developing, marketing and selling proprietary community engagement platforms in addition to project development, design, implementation, support and hosting services;

WHEREAS, Client is currently engaged in a relationship with CivicPlus for additional software development, maintenance and hosting services as set forth in the original Agreement between Duanesburg, NY and CivicPlus, LLC for Premium Web Open Subscription Renewal Services signed on September 6, 2024 (the "Agreement");

WHEREAS, Client and CivicPlus have agreed to alter certain terms as set forth in the Agreement by this written instrument duly executed by the Parties, the modification of terms as specified in this Amendment.

NOW, THEREFORE, Client and CivicPlus agree as follows:

Scope of Services

1. Section 1 of the Agreement shall be struck in its entirety and replaced as follows:

This renewal Statement of Work ("SOW") is between Town of Duanesburg ("Customer") and CivicPlus, LLC and shall be subject to the terms and conditions of the Master Services Agreement, as modified by and between the Parties in the January 22, 2024 Addendum attached hereto ("MSA") and the applicable Solutions and Products terms found at: www.civicplus.help/hc/p/legal-stuff (collectively, the "Terms and Conditions"). By signing this SOW, Customer expressly agrees to the Terms and Conditions throughout the Term of this SOW. The Terms and Conditions form the entire agreement between Customer and CivicPlus (collectively, referred to as the "Agreement"). The Parties agree the Agreement shall supersede and replace all prior agreements between the Parties with respect to the services provided by CivicPlus herein (the "Services").

2. All other terms and conditions of the Agreement shall remain in full force and effect.

Acceptance

We, the undersigned, agreeing to the conditions specified in this Amendment as it modifies and amends the Agreement, understand and authorize the terms outlined in this Amendment.

Client

CivicPlus

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Master Service Agreement and Statement of Work

Addendum

THIS Master Services Agreement and Statement of Work Addendum ("Addendum") hereby sets forth the (i) additional terms and conditions applicable to the Master Services Agreement, found at: <https://www.civicplus.help/hc/en-us/p/legal-stuff>, and/or Statement of Work ("Agreements") and/or (ii) amendments to specific provisions of the terms and conditions which exist in the Agreements (collectively, the "Special Terms"), as described below, as agreed upon by CivicPlus and Duanesburg, NY. The Special Terms shall be deemed to amend, modify, supplement, replace and/or supersede (as applicable) any inconsistent provisions of the Agreements, to the extent of the inconsistency.

ALL TERMS AND CONDITIONS OF THE AGREEMENTS NOT EXPRESSLY MODIFIED HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT.

Capitalized terms used and not defined herein shall have the meanings assigned to them in the Agreements (to which this Addendum is attached and incorporated).

1. ADDITIONAL TERMS.

None

2. AMENDMENTS

The terms and conditions of the Agreement are hereby amended as follows:

Document and Section	Amended Language
MSA § 15	<p>In the event of any loss, damage or destruction to Client property as a result of the negligence, malicious acts or omissions of CivicPlus, its employees, subcontractors, suppliers or agents of any type, CivicPlus shall be liable therefor, and shall repair or replace said loss, damage or destruction at CivicPlus's cost.</p> <p>To the fullest extent permitted by law, CivicPlus shall indemnify, defend, and hold harmless the Town of Duanesburg along with their respective officers, agents and employees and all other parties required of the contract from and against all third party claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities, (including all costs reasonable attorneys' fees, consequential damages, and punitive damages) arising out of or resulting from the negligence, malicious acts or omissions during the performance of CivicPlus's work under the Agreement; and any work order, whether such claim, damage, demand, loss of expense is attributable to bodily injury, personal injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent attributable to the negligence or willful misconduct of CivicPlus. Such indemnity obligation shall not be in derogation or limitation of any other obligation or liability of CivicPlus or the rights of Town Of Duanesburg. This indemnification shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CivicPlus under any workers compensation acts, disability benefits acts or other employees benefits acts and includes any loss or injury suffered by an employee of CivicPlus or any others who claim to have directly or derivatively sustained injury or damages due to the injury to CivicPlus's employee. This indemnification shall be in addition to any indemnity liability imposed by the contract documents, and shall survive the completion of the work or the termination of the Agreement.</p> <p>To the fullest extent permitted by law, CivicPlus shall also indemnify, defend, and hold harmless the Town of Duanesburg along with its officers, agents and employees and all other parties required of the contract from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities, (including all costs reasonable attorneys' fees, consequential damages, and punitive damages) arising out of or resulting from, CivicPlus or any of its suppliers or subcontractor of any tier, failure to compensate any of its employees or independent contractors in accordance with any applicable federal, state or local law regarding payment of wages. CivicPlus's assumption of liability is independent from, and not limited in any manner by CivicPlus's insurance coverage obtained.</p>



Addendum to the Agreements by and between CivicPlus, LLC and Duanesburg, NY

MSA § 32	CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed ten times the amounts paid by Customer for the Annual Recurring Services in the year prior to such claim of liability.
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AGREEMENT FOR THE PERFORMANCE OF PROFESSIONAL SERVICES

Effective Date of Agreement: 1/01/2025

Consultant: **Bowman Consulting Group Ltd.**

Client: **Town of Duanesburg**

Project: **Landfill Monitoring for 2025**

WHEREAS, **Bowman Consulting Group Ltd. (BOWMAN)** has been retained by the **Town of Duanesburg**, hereinafter referred to as the "Client", to provide consulting services for the Project;

WITNESSETH, that in consideration of the mutual covenants hereinafter set forth the Client and BOWMAN herein before named, do hereby agree as follows:

SECTION I - BASIC SERVICES

1.1 BOWMAN agrees to perform professional services described in Attachment I, which is attached hereto and made a part hereof.

1.2 BOWMAN will give consultation and advice to the Client during the performance of its services.

1.3 Additional Services of BOWMAN:

a. Additional Services of BOWMAN are those resulting from changes in the Basic Services, extent or character of the Project or its design, including, but not limited to, changes in size, complexity, BOWMAN's schedule, character of construction or method of financing; and the revision of previously accepted studies, reports, design documents or contract documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond BOWMAN's control.

b. Additional Services as are mutually agreed upon between BOWMAN and the Client shall be incorporated into this Agreement by written Amendment signed by both Parties. Any such Amendment shall identify the change or additional services and any modification in the Subconsultant's Payment for Services, Method of Payment or period of Service.

SECTION 2-THE CLIENT'S RESPONSIBILITIES

2.1 Provide general direction to BOWMAN as to the priority and scheduling of items of work to be performed by him or her.

2.2 Review all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by BOWMAN and shall render in writing, decisions pertaining thereto within a mutually acceptable time frame so as not to delay BOWMAN.

2.3 Designate in writing a person to act as the Client's representative with respect to the work to be performed under the Agreement; and such person shall have the authority to transmit instructions, receive information, provide all criteria and full information as to BOWMAN's requirements for the services to be provided and interpret and define the Client's policies and decision.

2.4 Give prompt written notice to BOWMAN whenever the Client observes or otherwise becomes aware of any deviation in the Project requirements due to BOWMAN's work.

2.5 Negotiate with BOWMAN a Supplemental Agreement, in the event that additional services other than those set forth in Attachment I are required of BOWMAN which will set forth the scope of said additional services and the method of compensation.

SECTION 3 - COMPLETION TIME

3.1 BOWMAN will commence work on the Project upon the effective date of this Agreement or upon written instructions from the Client setting forth a different starting date.

SECTION 4 - COMPENSATION AND BASIS FOR PAYMENT

4.1 The Client shall pay BOWMAN for all Basic Services performed in accordance with the charges set forth in the attached Proposal.

4.2 Invoices for partial payment will be submitted monthly to the Client by BOWMAN for work performed during said month. If an invoice remains outstanding for more than forty-five days, Consultant may provide written demand for payment to Client, demanding payment to be made within fifteen days. If payment is not made by Client within such fifteen days, Consultant may terminate this Agreement and sue for damages.

4.3 The compensation set forth in Attachment I shall constitute complete payment for all work and services required to be performed, for all expenditures made and expenses incurred.

4.4 If this Agreement is terminated during any phase of the work, BOWMAN shall be paid for services performed up to the date of termination.

SECTION 5 - RESPONSIBILITIES OF BOWMAN

5.1 BOWMAN shall perform the Basic Services in a manner consistent with that level of care and skill ordinarily exercised by others under similar circumstances at the time the Basic Services are performed. For the purpose of this Agreement the aforementioned level of care and skill shall be referred to as "Standard of Professional Responsibility". BOWMAN shall furnish skilled personnel and equipment to properly carry out this work to the standards required by the Client.

5.2 If the work to be performed by BOWMAN is of a professional nature, the work shall be performed under the direct supervision of a licensed professional, registered in the State of New York, and said work shall be certified by him or her as required by law.

SECTION 6 - TERMINATION

6.1 The Client may terminate this Agreement if BOWMAN has materially failed to comply with terms of this Agreement after fifteen days written notice of default. Compensation shall be made pursuant to Section 4 of the Agreement for work actually performed, completed and approved by BOWMAN.

SECTION 7 INSURANCE

7.1 BOWMAN maintains Worker Compensation Insurance with respect to its employees with statutory required limits. BOWMAN also maintains Automobile Liability insurance and General and Professional Liability insurance. A certificate of insurance evidencing such coverage is shown in Exhibit 1. Client shall be responsible for all other forms of property, casualty and liability insurance coverage required for the project.

SECTION 8 - SUCCESSORS AND ASSIGNS

8.1 BOWMAN and Client each is hereby bound and the partners, successors, executors, administrators and legal representatives of BOWMAN and Client, and to the extent permitted pursuant to paragraph 8.2 the assigns of BOWMAN and Client are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives and said assigns of such other party, in respect of all covenants, agreements and obligations of the Agreement.

8.2. Neither BOWMAN nor Client shall assign, sublet or transfer any rights under or interest in this Agreement, including but without limitation, monies that may become due or monies that are due, 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 the limitation is restricted by law, Unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

8.3. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than BOWMAN and Client, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of BOWMAN and Client and not for the benefit of any other party.

SECTION 9 - INDEMNIFICATION

9.1 BOWMAN agrees to defend, indemnify, protect and save harmless the Client and its employees, agents and servants from and against all suits, claims, demands, or damages of whatsoever kind or nature, but only to the extent they are the result of BOWMAN's negligent acts, errors or omissions or failure to perform any or all services pursuant to this Agreement, in a manner consistent with the Standard of Professional Responsibility as defined in Section 5.1 hereof, Such indemnification shall include, but is not limited to, reasonable expenditures for and costs of investigations, hiring of expert witnesses, court costs, counsel fees, settlements, judgements or otherwise (collectively "Losses"), provided that BOWMAN has been notified of the claim or suit in question and has been afforded the opportunity to defend such portion as is covered by this

indemnification.

SECTION 10 - OWNERSHIP AND PREPARATIO DOCUMENTS

10.1 All documents prepared or furnished by BOWMAN pursuant to this Agreement are instruments of service and the Client shall retain ownership and a property interest therein only upon payment for services. BOWMAN may make and retain copies for information and reference. Such documents are not intended or represented to be suitable for reuse by the Client or others on any extension of this project or on any other project, other than the project which is the subject of this Agreement. Any reuse without written verification or adaptation by BOWMAN will be at the Client's own sole risk and without liability or legal exposure to BOWMAN, and the Client shall indemnify and hold harmless BOWMAN from all claims, damages, losses and expenses including attorney's fees arising out of or resulting there from, Any such verification or adaptation will entitle BOWMAN to further compensation at rates to be agreed upon by the Client and BOWMAN.

SECTION 11 - RIGHT OF ENTRY

11.1 Consultant will seek permission, from the Client and any other person or entity, to enter from time to time upon the project site or any other real property which may be necessary to perform the services referred to in Section I.

11.2 BOWMAN shall be responsible for any violation or damages which result from BOWMAN's failure to obtain proper right of entry.

11.3 BOWMAN agrees to indemnify and hold harmless the Client and its employees, agents and servants, pursuant to Section 9 of this agreement, for failure to obtain proper right of entry.

SECTION 12 - SEVERABILITY

12.1 This Agreement embodies the entire agreement between the parties. If any provision herein is held invalid, it shall be considered deleted here from and shall not invalidate the remaining provisions hereof.

SECTION 13 - CONTROLLING LAW

13.1 This Agreement is to be governed by the laws of the State of New York.

SECTION 14- UNDERSTANDING

14.1 The Agreement represents the understanding between BOWMAN and Client and supersedes all prior or oral understandings.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties here have caused this Agreement to be duly executed the 31st day of December, 2024, to be effective as of the day and year first above written.

Bowman Consulting Group Ltd.

By: Jarod Eldred

Its: Bowman Representative

Town of Duanesburg

By: William Wenzel, Supervisor

Attachment 1 - Basic Services (proposal)
Exhibit 1 -Certificate of Insurance

ATTACHMENT 1-BASIC SERVICES



December 23, 2024

William Wenzel, Town Supervisor
Town of Duanesburg
Town Hall
5853 Western Turnpike
Duanesburg, New York 12056

via email: wwenzel@duanesburg.net

**Re: Landfill Monitoring and Inspection Proposal for 2025
Town of Duanesburg Landfill (Closed) – Depot Road**

Dear William:

We are pleased to submit this Proposal to continue to provide quarterly landfill inspections and annual groundwater monitoring into 2025 for the above referenced Project. Upon verbal or written direction to proceed with performance of the services described herein, this Proposal, along with all attachments thereto, will constitute a binding agreement (the "Agreement") between Bowman Consulting Group, Ltd. ("Bowman") and the Town of Duanesburg (the "Client").

PROPOSAL ASSUMPTIONS AND PROJECT UNDERSTANDING

It is our understanding that Bowman will provide environmental services for the Town of Duanesburg Landfill on Depot Road according to the most recently revised sampling protocols provided by the Region 4 New York State Department of Environmental Conservation. This will include annual sampling for baseline parameters in the monitoring wells 1-4 and the seep. Annual sampling for expanded parameters will be conducted for the eastern and western leachate tanks. Water level measurements will be taken annually for the monitoring wells 1-4 and eastern and western leachate tanks. Physical inspections of the landfill conditions will be conducted quarterly. Reporting will be submitted by Bowman to NYSDEC and the Client. Hard copies will be provided to the Client and only to the agency if requested.

Standard of Care - Services provided by Bowman under this proposal will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession practicing under similar circumstances, including standard of care at the time the services were provided.

Quality Control - A portion of the stated compensation is set-aside for Quality Control/Quality Assurance, which is part of the Bowman Quality Control Policy.

SCOPE OF SERVICES AND FEES

The cost estimate to complete the environmental monitoring and reporting for the Town of Duanesburg Landfill on Depot Road is **\$20,000.00**. This includes all laboratory analysis costs. If this proposal is acceptable, we will plan the 2025 services for the landfill inspection to commence the First Quarter 2025. Annual baseline sampling will be conducted during the Second Quarter 2025, as it is rotated to encompass all environmental conditions.

179 River Street, Troy, New York 12180
P: 518.270.1620
bowman.com

Bowman

REIMBURSABLE EXPENSES

Reimbursable expenses shall include actual expenditures made by Bowman in the interest of the Project and will be invoiced at the actual cost to Bowman plus fifteen percent (15%) for handling and indirect costs. Reimbursable expenses shall include but not be limited to costs of the following:

- Mailing, shipping, and out-source delivery (i.e. DHL, FedEx) costs
- Fees and expenses of special consultants as authorized by the Client

OTHER TERMS

This proposal is based on the scope of services indicated herein and the information available at the time of the proposal preparation. If any additional services are required due to unforeseen circumstances and/or conditions, Client or regulatory requested revisions, additional meetings, regulatory changes, etc., Bowman will notify the Client that additional scope of work and fees are required and will obtain the Client's written approval prior to proceeding with any additional work.

Please indicate your acceptance of this proposal by executing below and returning a copy to me via email. Thank you for the opportunity to continue to provide services to the Town of Duanesburg.

Respectfully,



Jarod Eldred Project
Geologist

- C. Dale Warner, Town of Duanesburg
Trevor Thomas, PE, Bowman
Michael Polacco, Bowman

Bowman

hereby accepts all terms and conditions of this Proposal (including the Standard Terms and Conditions) and authorizes Bowman to proceed with the Project.

(Signature)

Printed Name: _____

Title: _____ Date: _____

EXHIBIT 1- CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/27/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Klein Agency, LLC P.O. Box 219 Timonium MD 21094		CONTACT NAME: Certificates PHONE (A/C, No, Ext): (410)832-7600 FAX (A/C, No): (410)832-1849 E-MAIL ADDRESS: certs@kleinagencyllc.com															
INSURED Bowman Consulting Group Ltd. 12355 Sunrise Valley Drive, Suite 520 Reston VA 20191		INSURER(S) AFFORDING COVERAGE <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Charter Oak Fire Insurance Co</td><td>25615</td></tr><tr><td>INSURER B: Travelers Indemnity Co. of Am</td><td>25666</td></tr><tr><td>INSURER C: Travelers Property Casualty Co. of America</td><td>25674</td></tr><tr><td>INSURER D: Berkshire Hathaway Specialty Insurance</td><td>22276</td></tr><tr><td>INSURER E: Beazley Insurance Company</td><td>37540</td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER	NAIC #	INSURER A: Charter Oak Fire Insurance Co	25615	INSURER B: Travelers Indemnity Co. of Am	25666	INSURER C: Travelers Property Casualty Co. of America	25674	INSURER D: Berkshire Hathaway Specialty Insurance	22276	INSURER E: Beazley Insurance Company	37540	INSURER F:	
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COVERAGES **CERTIFICATE NUMBER:** 24-25 Online **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		630-A3238719-COF-24	08/31/2024	08/31/2025	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COM/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COM/OP AGG	\$ 2,000,000		\$
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C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	UB-6J317115-24-43-G	08/31/2024	08/31/2025	<table border="1"><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Landfill Monitoring & Inspection for 2025, Town of Duanesburg Landfill (Closed) - Depot Road.

If required by an insured written contract, executed prior to any loss, the certificate holder is an Additional Insured on a primary and non-contributory basis under the General Liability and Auto Liability Policies subject to all policy terms and conditions. If required by an insured written contract, executed prior to any loss, Waiver of Subrogation is provided for General, Auto, and Workers Compensation Policies subject to all policy terms and conditions. Umbrella Policy follows form over General liability, Auto liability, and Employer's Liability Policies. 30 day notice of cancellation, 10 day for non-payment.

CERTIFICATE HOLDER

Town of Duanesburg Town Hall 5853 Western Turnpike Duanesburg NY 12056
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CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE 