# AGENDA BOARD OF TRUSTEES Village of East Syracuse May 14, 2018

- 1. Pledge of Allegiance
- 2. Call to Order

**Present:** Trustee James E. Carr, Jr., Trustee Janet L. Mattox, Trustee Mary Albanese, Deputy Mayor Kimberly A. Liedka, and Mayor Robert T. Tackman.

Also Present: DPW Superintendent Ron Russell, III, Parks Director Tom Richardson, Village Clerk Michael Moracco, Fire Chief James Brewster, Director of Codes Chris Shields, Village Engineer Steve Snell, Village Attorney Robert Germain

#### Speakers:

- 1. Linda Young from Kitty Corner attending to answer any questions from the Board or the community regarding the Trap-Neuter-Return program that we will be launching soon.
- 2. Captain Chase Bilodeau from DeWitt Police Department Providing a quarterly update on police efforts and discussion on use of building after 12/31/2018.
- 3. Review of Correspondence A record of recent correspondence has been distributed to the Board of Trustees and all department heads to assist in monitoring activities.
- 4. Motion To Approve of April 2 Board of Trustees minutes

  Motion by:

2nd Motion:

Polling the Board:

**5. Motion** – To accept the following vouchers for payment:

From Consolidated Fund Abstract, vouchers numbered 58168 through \_58272 and Abstract in the amount of \_\_\$100,048.14\_\_\_\_\_.

Motion by:

2nd Motion:

Polling the Board:

6. Levy Taxes

7. Motion – to pay \$2,500 to OCWA for installation of Hydrant at the intersection of Burrows and West 2 <sup>nd</sup> Street.
Motion by:
2nd Motion:
Polling the Board:
Resolution is needed
Resolution is needed
8. Motion – to request that Noah Medina and Robert Evans be hired for summer employment at the DPW.
Motion by:
2nd Motion:
Polling the Board:
9. Motion- To award the contract to Juno's Glass to install 9 windows at the Village Hall for \$1,890.
Other Bidder was from Martin Glass at \$2,350.
Motion by:
2nd Motion:
Polling the Board:
10. Motion- To award the contract for <u>Carpets &amp; Air Vents Cleaned</u> at the Village Hall to Stanley Steamer for \$4,562.
Other bidder was Servpro \$4,600
Motion by:
2nd Motion:
Polling the Board:
11. Motion- To award the contract for <u>HVAC Maintenance</u> at the Village Hall to Falso for \$2,546.  Other Bidder was from Woodcock & Armani \$3,368.
Motion by:
2nd Motion:
Polling the Board:
12. Motion- To award the contract for HVAC Maintenance at Hanlon Pool to Falso for \$2,690
Motion by:
2nd Motion:
Polling the Board:
13. Motion- To award the contract to ABJ Fire Protection Co. for \$260 for the year.
Motion by:
2nd Motion:
Polling the Board

14. Motion- To award the contract to resurface the Basket	ball Court to Nagle for \$32,431
Motion by:	
2nd Motion:	
Polling the Board:	
15. Motion- to sign contract with Virtual Town & Schools t	o <u>Upgrade Website</u> for <b>\$3,000.</b>
Motion by:	
2nd Motion:	
Polling the Board:	
16. Motion – to sign contract with HAR-ROB to fix Engine	1's Bumper for \$4,000 this will be covered by
insurance. Other bid was \$10,000.	
Motion by:	
2nd Motion:	
Polling the Board:	
17. Motion- to advertise deputy clerk position.	
Motion by:	
2nd Motion:	
Polling the Board:	
18. Discussion items:	
<ul> <li>Portable garage storage code</li> </ul>	
<ul> <li>Fire Department Engine purchase</li> </ul>	
<ul> <li>Fire Department Caretaker interviews</li> </ul>	
Key Bank credit card options	
Memorial Day Parade-	
Old Business	
Department Reports:	
Fire Department:	
Fire Calls for 4/1/18-4/24/18	
Fire, Other	2
Cooking Fire	6
Natural Vegetation	1

Rescue	4
Motor Vehicles with Injuries	2
Motor Vehicle with no injuries	6
Gas Leak (flammable liquid)	3
Gas Leak (natural gas)	1
Electrical Wiring	1
Power Line down	1
Lockout	1
Smoke/Odor	1
Unauthorized burning	1
Good Intent	3
Dispatched/Canceled Route	10
Unintentional Transmission of Alarm	15
CO Detector Activation	1
	59

#### **Mutual Aid Calls Given**

27001 Bridgeport	
34008 Cicero	
34011 DeWitt	1
34016 Fayetteville	
34022 Kirkville	
34025 Liverpool	
34026 Lyncourt	3
34028 Manlius	1
34030 Mattydale	1
34032 Minoa	
34037 North Syracuse	1
34046 Solvay	4
	11

#### **DPW Activity -April 2018**

SNOW OPERATIONS -Snow season apparently ended and DPW began transitioning equipment over for summer operations or storage until next season. DPW crews were out repairing sod damage from plowing operations. A comparison of operations for the past three years is listed below.

	2017-2018	2016-2017	2015-2016
SALT	65	55	31
STREET PLOW	55	42	30
SIDEWALK PLOW	40	27	20
PARKING LOTS etc.	49	37	27

LOADSNOW

11 days

9 days

4 days

<u>STREET SWEEPING</u> -The entire village was swept and some problem areas were swept a second time.

150 hopper loads equaling 1200 cubic yards of debris and leaves was swept off village streets in 2017.

<u>STORM SEWERS</u>- DPW repaired the catch basin at Kinne St. and Midland St. Debris was removed from ditches in several areas of the village.

PARKS & RECREATION- DPW did repairs to the ball fields and began mowing the fields as well as the rest of the parks. Crews assembled tables that were later put in the new pavilion. The Veterans Park was raked and turf damage was repaired and reseeded.

TREE WORK -4 problem trees were removed and 4 trees were trimmed by the village contractor. 8 stumps were ground and DPW removed the debris and put topsoil in the depressions and reseeded the areas. DPW crews trimmed numerous trees throughout the village.

<u>DPW FACILITIES</u> -Crews installed new LED lighting in the pole barn at DPW. Safety Inspection of electrical systems in all three buildings turned up some problems that were taken care of. All circuits were tested and identified at the electrical panels. All outlets were labeled to their corresponding breakers and main shutoffs were relabeled with larger lettering to make them easier to identify.

<u>YARD WASTE-</u> DPW began picking up yard waste. Yard waste was picked up each Monday and because of the large amount put out we finished up on Tuesday. Crews will be out every Monday until the end of October. Paper yard waste bags are acceptable. Loose leaves wilt not be picked up unless they are in a container or the above mentioned bags.

SANITARY SEWERS - Crews repaired several vents and cleanouts that were damaged over the winter. SIGN WORKS - Signs damaged or faded continued to be replaced where needed.

DPW will concentrate on street repair and transition to summer operations in May.

#### Parks/Pool Summer Hiring

Motion – by Trustee Para, seconded by Trustee Mattox - To make an offer of employment, to the following, conditioned upon background investigation. Offer is made contingent upon successful completion American Red Cross Water Safety training, proof of certification and Pool Head Instructor test, where appropriate:

- To Camryn Greabell for lifeguard (at \$11.50/hr.)
- To Julia Perrotta for lifeguard (at \$11.50/hr)
- To Sara Stevenson for lifeguard (at \$11.50/hr.) and WSI (at \$12.00/hr.);

- To Katie Ottavianofor Lifeguard (\$11.50/hr.) and WSI (at \$12.00/hr.
- To Michael Holcraft for lifeguard (at \$11.50/hr.) and WSI (at \$12.00/hr.);
- To Kelly Bliss Parker for WSI (at \$12.00/hr.)
- To Rebecca Scott for WSI (at \$12.00/hr)
- To Mechele Bliss for WSI (at \$12.00/hr)
- To Jena Cerlanek for lifeguard (at \$11.50/hr.) and WSI (at \$12.00/hr)
- To Bridget Cain for lifeguard (at \$11.50/hr.) and WSI (at \$12.00/hr)
- To Bill Sauve for Lifeguard (at \$11.50/hr.)
- To Casey Coleman for Lifeguard (at \$11.50/hr)
- To Kaitlyn Killino for Parks receptionist/basket attendant (at \$9.70/hr.)
- To Angel Santmyer for Parks receptionist/basket attendant (at \$9.70/hr.)
- To Charlie Civeletto Pool supervisor (at 11.50/hr.)
- To Kevin Richardson Recreation Leader (at 9.70/hr)

Discussion: Parks Director Tom Richardson reports still looking to fill a few more positions.

Polling the Board: All in favor. Motion carried.

#### **Parks/Pool Summer Activities**

Parks Director Tom Richardson reviewed entire schedule of Park and Pool programs and activities; as follows:

- To offer senior program Monthly Pitch Card Party the 3rd Friday of each month from 10AM to 2PM at the Municipal Building 3rd floor senior room. Cost is \$4 for Village residents, and \$5 for non-residents, includes admission to the pitch tournament, refreshments, lunch and prizes.
- -To host the Annual Ice Cream Social in conjunction with Community Weekend on Friday, July 6th at Ellis Field Park from 5:30 8:30
- To host the 14th Annual Taste of East Syracuse on Wednesday, August 8th at North Center Street from 5:00PM to 9PM. Food and refreshments will be sold by area business organizations. TheNoisy Boys will be the entertainment. 7th Annual Cook-off will be at 6:00PM. Annual
- -To host the 3rd Annual Manlius Street Festival on Thursday, August 16th from 5:30 8:00 At the ARC Parking Lot, 216 W Manlius Street
- To offer the following schedule for Concerts in the Gazebo at Ellis Field Wednesday evenings 6:30PM to 8:30PM. Food and refreshments will be sold.

June 27st

Fab Cats

July 3rd

Prime Time Horns (Tuesday Evening)

July 11th **Tuff Luck Horns** July 18th Grit & Grace July 25th Letizia & The Z Band August 1st **Better Than Bowling** 

-To offer the following senior day trips for adults 21 years and older. No sign ups before June 1st

Wednesday, June 6

Ellis Field Park Picnic

Picnic lunch

\$3/person

pay at picnic

Wednesday, June 20

Finger Lakes Race Track

Motor-coach

\$5.00 in free play discounted lunch

\$ 15residents \$20/non

\$40residents \$45 non

\$38 residents \$43 non

\$28residents \$33non

Thursday, June 28

Alexandria Bay – Boat Cruise

Motor -coach transportation, Picnic Lunch, 2 hour 2 nation Tour

Friday, July 13th

Cortland Repertory Theater

Ticket to Show, Lunch **Bus Transportation** 

**Newsies Musical** 

Erie Canal Dinner Cruise

Camillus Erie Canal Park, bus Transportation, prime rib dinner

Thursday, August 2

Thursday, July 26

Mohegan Sun -Poconos

\$25 free play, \$5 food coupon Motor-coach transportation

\$28 residents \$33 non

Friday, July 13th

**Newsies Musical** 

Cortland Repertory Theater Ticket to Show, Lunch

**Bus Transportation** 

\$38 residents \$43 non

Thursday, July 26

Erie Canal Dinner Cruise

Camillus Erie Canal Park, bus Transportation, prime rib dinner \$28residents \$33non

Thursday, August 2

Mohegan Sun -Poconos

\$28 residents \$33 non

\$25 free play, \$5 food coupon Motor-coach transportation

Thursday, August 9

Senior Nutrition Day at the

Market

\$3.00/pay at door

Lunch, Bus Transportation,

Music by Stan Colella All-Star Band

Tuesday, August 14

Picnic -Marcellus Park

\$10 residents, \$12 non

Picnic lunch, bingo, bocce ball

**Bus transportation** 

Tuesday, August 28

**New York State Fair** 

\$2.00/person

Bus transportation, free admission

Friday, August 31st

**Rat Pack Lounge** 

\$38 residents \$43 non

Cortland Rep Theater Downtown-

Ticket To show, lunch, bus transportation

All trips reserve 22 spaces for Village residents. No refunds unless spot if filled. \$5 fee for any refunds.

- To offer the following summer Pool programs:

Saturday, June 2nd

**Pool Opening Barbecue** 

Free

1:00 - 3:00 pm

Saturday, June 30th

Family Swim Night

Free

5:30PM to 7:30 PM

Thursday, July 12

DJ Music Pool Party

Free

&

12PM to 2PM

Tuesday, August 7th

Tuesday, July 24th

Pizza Pool Party

Free

12Noon to 2:30PM

Registration for swim lessons for Village residents and Pool Members is Thursday, May 31st (5:30-7 pm Municipal Building). For Village residents and Non-residents Friday, June 1st (5:30-7:30 pm Municipal Building) and Thursday, June 7th (5:30-7:30 municipal Building) for session 1 and session 2 Mornings and Session 1 evenings and on Tuesday, July 17th (5:30-6:30 pm) and for non-residents on Thursday, July

19th from 5:30 PM to 6:30 PM at Municipal Building 2nd Floor) from session 3 & 4 in morning and session 2 for evenings.

#### **Swim Lessons Schedule**

Session I	June 25 thru July 6	Monday – Friday 8:30 to 10:30
Session II	July 19 thru July 20	Monday – Friday 8:30 to 10:30
Session III	July 23 – August 3	Monday – Friday 8:30 to 10:30
Session IV	August 6 – August 17	Monday – Friday 8:30 to 10:30
Mon & Wed	June 25 thru July 18	evenings 5:30 – 8:00 pm
Mon & Wed	July 23 thru August 15	evenings 5:30 – 8:00 pm

- To offer Pool Pals classes for parents and ages 1 to 3 year olds designed to prepare them to learn to swim:

#### Schedule

Session I	June 25 thru July 18	Mon & Wed 6 to 6:30
Session II	July 23 thru August 15	Mon & Wed 6 to 6:30
Session 1 – 4	See dates above	Mon – Wed – Friday 10:30 – 11

- To offer Water Aerobics classes for adults 18 and older for 8 weeks Monday & Wednesdays 11:00 to
   12:00PM, and Tuesdays & Thursdays 6PM to 7PM, beginning June 25th through August 16th .
- -To offer Senior Swim classes for adults 50+ beginning June 26 August 16th on Tuesdays and Thursdays from 11:00 12:00
- -To offer the following activities at Ellis Field Park this summer. All activities are free. No registration required.

Open Playground – June 25 – August 17, Monday – Friday. 9:00 – 2:00 pm. carom pool, equipment loan out (basketballs, tennis racquets), ping pong

Nok Hockey,

Arts and Crafts – June 29 – August 16 Monday & Thursday, 10:00

Tennis Lessons - July 10 - August 14, Tuesday , 10:00 - 11:00

Archery – June 29 – August 17 Monday and Fridays 11:00 – 12:00 Equipment provided.

Ages 7 – 13

- To host the following special events and activities at Ellis Field. Dates subject to change

Opening Park Picnic	Monday, June 25	11:00
Bubble Gum Hunt	Tuesday, June 27	11:00
Dinosaur Hunt	Thursday, June 28	11:00
Patriotic Day/ Tie Dye	Tuesday, July 3rd	11:00
Out of The Cage	Thursday, July 5th	11:00
Ice Cream Day	Tuesday, July 10th	11:00
Bricks 4 Kidz	Wednesday, July 11th	11:00 (will be cost of \$4.00 for this event)
Rocket Day	Thursday, July 12	11:00
Tumble Bus	Tuesday, July 17	11:00
Bubble Mania	Thursday, July 19th	11:00
The Wild Day	Tuesday, July 24	11:00
Hot Wheel Day	Wednesday, July 25	11:00
Bird House Day	Thursday, July 26	11:00
Taco Day	Tuesday, July 31st	11:00
Magician	Thursday, August 2nd	11:00
Bingo	Tuesday, August 7th	11:00
Tie Dye Day #2	Thursday, August 9th	11:00
Water Balloon Day	Tuesday, August 14th	11:00
Park Picnic	Friday , August 17	11:00

<sup>-</sup>To Co-sponsor with the American Red Cross, and the East Syracuse Library, a blood drive (Date TBA) at the East Syracuse Library from  $2:00-6:00~\rm pm$ .

Mayor's Remarks:

Announcements:

Community Comments:

Next Board of Trustees is Monday June 4th at 7PM

**Board Members Comments** 

Motion- to Adjourn

Polling the Board: All in favor



# **Village Contracts And Bids**

1	2018			Ţ		<del></del>
	2010					
				New Bids or		
				Current Price	1	ward Bid to
	Current					
13	Sprinkler System	1	ABJ Sprinklers System	\$ 260.00	Ş	260.00
		2	Davis-Ulmer	\$ 270.00		
		3	SRI	\$ 300.00		
	-					
П	Alarm System	1	Alarm Services	\$ 906.00	\$	906.00
П		1				
	Fire Extinguishers	1	Chucks	\$ 2,227.00	5	2,227.00
		1	IFS	\$ 5,300.00	\$	5,300.00
	Elevator	1	Otis	\$ 2,422.00	5	2,422.00
	Elevator	1	National	\$ 250.00	\$	250.00
	·					
П	Generators	1	Penn Power	\$ 640.00	\$	640.00
	HVAC 204 North st	1	Woodcock & Armani	\$ 3,368.00		
11	<u> </u>	2	Falso	\$ 2,546.00	\$	2,546.00
	HVAC Hanlon Pool		Woodcock & Armani	\$ 3,150.00		
12		3	Falso	\$ 2,690.00	\$	2,690.00
9	Windows	1	Martin Glass	\$ 2,350.00		
		2	Juno"s glass	\$ 1,890.00	\$	1,890.00
				1		
10	Air Vents & Rugs	1	Stanly Steamer	\$ 4,562.00	\$	4,562.00
		2	Servpro	\$ 4,600.00		
7	Hydrant	1	OCWA	\$ 2,500.00	\$	2,500.00
14	Basketball Court	1	Nagle	\$ 32,431.00	\$	32,431.00
		2	Active Pave	\$ 36,500.00		
	<u> </u>	3	Sport Tech	\$ 38,300.00	$\neg$	
		-			7 2	
15	Web Page	1	Virtual Towns & Schools		\$	3,000.00
	-					
16	Engine 1	1	HAR-ROB	\$ 4,000.00	\$	4,000.00
		2		\$ 10,000.00		
		4		3 10,000.00		





200 NORTHERN CONCOURSE P.O. BOX 4949 SYRACUSE, NY 13221-4949

PHONE:

(315) 455-7061

FAX:

(315) 455-8510

#### Central New York's Water Authority www.ocwa.org

March 19, 2018

Mr. Robert Tackman, Mayor Village of East Syracuse 204 N. Center Street East Syracuse, NY 13057

Re:

OCWA Project No. 4180038 Install Hydrant #13843 Village of East Syracuse

Dear Mr. Tackman:

In an effort to continuously improve service to our customers, OCWA is planning to replace the water main along West 2<sup>nd</sup> Street in the Village of East Syracuse.

There are currently no hydrants between Hedson's Creek and Burrows Street. It is proposed to install one (1) hydrant at the intersection of Burrows and West 2<sup>nd</sup> Streets. This hydrant will comply with the minimum spacing of hydrants set forth by the Ten State Standards. The new hydrant will be installed along with OCWA's water main replacement along West 2<sup>nd</sup> Street.

If the Village agrees with the installation and proposed location of the new hydrant there are two options for the Village of East Syracuse Water District (L536) to pay the cost of installation of the additional hydrants:

Option 1: OCWA can install the hydrants at no charge to the Water District and then bill the Water District the annual hydrant standard rate, which is currently \$207.91 per hydrant per annum for 30 years. After 30 years we will bill the District the lower maintenance rate (currently \$71.61) per hydrant per annum.

Option 2: OCWA can install the hydrant and bill the Water District for the actual cost of installation, estimated at \$2,500.00 for one hydrant. The Water District will then be billed the annual maintenance rate for the hydrant which is currently \$71.61 per hydrant per annum.

Please review the enclosed map and have an official of the Village contact me regarding the proposed hydrant so we can make arrangements to have it installed.

If the above hydrant meets with your approval, we request that the Village Board duly approve it. Sign and insert date on the enclosed three (3) Applications for Fire Hydrants. Return two (2) copies to our office and retain one copy for your files.

I can be reached in the Engineering Department at 455-7061 ext. 3154.

Very truly yours,

**OCWA** 

Stephen J. Drake, E.I.

Water Systems Construction Engineer

SJD sa

Encl: Map File

Hydrant Application (3) Rate Schedule No. 4

File #4180038 pc:

Accounting

R:Job Files/2018/4180038/4180038H-ltr-Add Hyd Req



#### **OCWA**

# **APPLICATION FOR FIRE HYDRANTS**

Project No. 4180038

Name of Municipality:	Village	e of East Syracuse		
Billing Address:	204 N. Center St., East Syracuse, NY 13057			
Billing Name (Indicate District, if applicable):				
WD/WSD CODE #	Village	e of East Syracuse WD #L536		
Date Resolution Approved by Municip	<mark>al Board</mark> :			
Fire District/Department Service this lo	ocation:			
LOCATION OF HYDRANTS:				
	-1 D	No. of		
1. Hydrant #13843 – West 2 <sup>nd</sup> Street	at Burrows S	treet		
Application is hereby made to OCWA service at the property locations as list		e installation(s), in order to provide fire hydrant		
It is understood and agreed that fire hy	ydrant servic	e shall be supplied and used only in accordance		
with Customer Rules of OCWA as now or amendments thereof, which may be		CWA's office and any modifications, alterations		
•				
		cant to give prompt written notice to have the fire nt liable for all charges until the time of written		
	Type name:			
	Sign name:			
	Title:	Date:		

# Sign and Return 2 forms

Distribution:

1 signed copy Municipality retains 2 signed copies OCWA Account File

**Engineering Project File** 





# Untitled

#### Ronald Russell

Wed 5/2/2018 7:27 AM

#8

To:Robert Tackman <RTackman@villageofeastsyracuse.com>;

Cc Michael Moracco <mmoracco@villageofeastsyracuse.com>; Jim Carr <jcarr@villageofeastsyracuse.com>;

I would like to submit the names of Noah Medina and Robert Evans for summer employment at DPW. Noah and Rob are student bunk ins and are hard workers per my observation of their duties with the FD. DPW & the FD have both benefitted through the bunk in program. The FD has available manpower and I have been able to observe the employees work ethic before consideration for employment. I would request that their names be included on the May 14 agenda for seasonal employment if the board is okay with this. Thanks....Ron



# Juno's Glass

9 Arterial E Auburn, NY 13021 Ph: 315-252-8631 Fax: 315-433-9888 3725 New Court Ave Syracuse, NY 13206 Ph: 315-463-8013 Fax: 315-433-9888

#### Quote

Date: 04/6/2018

To: Village of East Syracuse

Attn: Janet Forest

Purpose to furnish Labor, Tools & Materials to replace 9 failed insulated units with 1" Low-E annealed insulated glass 30" x 28". \$160.00 each

Add \$450.00 for tempered glass.

Price \$ plus 8% NYS Sales Tax (if applicable)

By: Mike

Please sign and return upon acceptance	: Date:
Print Nam	



Corpts - i Vents.

\$4562.00 #10

Stanley Steemer 6710 Commerce Blvd Syracuse, NY 13211 Fax: (315)455-2711



#### Commercial Estimate

	ı	Misc		
Name	Village of East Syracuse	Date	4/9/2	018
Address		Invoice #	3456	
City	East Syracuse State NY Zip 13057			
Contact	Janet			
Phone	315-663-7699			
Qty		<b>Unit Price</b>		TOTAL
	Cleaning of the duct system	\$ 4,400.00		4,400.00
	Includes cleaning 4 air handling units	\$ -	\$	-
	Cleaning all vent covers		\$	-
	Cleaning of all trunk lines to the Air handling unit		\$	-
			\$	
			\$	-
	This job will tak 3-4 days to clean the entire system		\$	-
	If you are tax exempt we need a certificate		\$	•
			\$	-
			\$	-
			\$	_
	CARPET CLEANING		\$	
	1ST FLOOR RECEPTION (ALL), CHIEF OFFICE, CONF ROOM		\$	390.00
	2ND FLOOR		\$	-
	JUDGE/COURT CLERK, COURT CONF ROOM, JURY ROOM		\$	153.00
	3RD FLOOR MAYOR ROOM (PORTABLE)		\$	39.00
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	Subtotal		\$	4,982.00
			-	.,
Notes	Tax		\$	
	discount		\$	420.00
Comments			\$	4,562.00
5	and rotal		*	1,002.00
	Doumont in due	at time of consis		nalau.

Payment is due at time of service. Stanley Steemer accepts cash, business checks, AMEX, Discover, Mastercard, and Visa.

If you have any questions concerning this invoice, Contact: Mack Lemmon mack.lemmon@steemer.com

Email:





6800 Northern Blvd. East Syracuse, NY 13057

Phone: 315-457-3432 - Fax: 315-431-1902

Email: servpro5941@servpro5941.com

Tax ID: 16-1515373

Client:

Village of East Syracuse

Property:

204 N. Center St.

E. Syracuse, NY 13057

Home: (315) 437-3541

Operator:

SHADAY

Estimator:

Jeremy Wolfe

Business: (315) 457-3432

Company:

Servpro of N&E Onondaga & Oswego County

Type of Estimate:

Other

Date Entered:

4/11/2018

Date Assigned:

Price List:

NYSY8X\_APR18

Labor Efficiency:

Restoration/Service/Remodel

Estimate:

VILLIAGE\_OF\_EASTSYR





6800 Northern Blvd. East Syracuse, NY 13057

Phone: 315-457-3432 - Fax: 315-431-1902

Email: servpro5941@servpro5941.com Tax ID: 16-1515373

#### VILLIAGE\_OF\_EASTSYR

#### VILLIAGE\_OF\_EASTSYR

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
10. Discount	1.00 EA	0.00	-559.90	0.00	-559.90
Total: VILLIAGE_OF_EASTSYR				0.00	-559.90

#### 1st Floor

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Clean ductwork - Interior - Heavy clean (PER REGISTER)	47.00 EA	0.00	35.65	0.00	1,675.55
2. Clean evaporative cooler diffuser	47.00 EA	0.00	9.67	0.00	454.49
Totals: 1st Floor	18-2-7-0	881		0.00	2.130.04

#### 2nd Floor

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
3. Clean ductwork - Interior - Heavy clean (PER REGISTER)	28.00 EA	0.00	35.65	0.00	998.20
Clean evaporative cooler diffuser	28,00 EA	0.00	9.67	0.00	270.76
Totals: 2nd Floor				0.00	1,268.96

#### 3rd Floor

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
5. Clean ductwork - Interior - Heavy clean (PER REGISTER)	25.00 EA	0.00	35.65	0.00	891.25
6. Clean evaporative cooler diffuser	25,00 EA	0.00	9.67	0.00	241.75
Totals: 3rd Floor	WOLLD WIND			0.00	1,133.00

#### Carpets

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
7. Clean and deodorize carpet	2,730.00 SF	0.00	0.23	0.00	627.90
Totals: Carpets				0.00	627.90
ILLIAGE OF EASTSYR				4/23/2018	Page:





6800 Northern Blvd. East Syracuse, NY 13057

Phone: 315-457-3432 - Fax: 315-431-1902

Email: servpro5941@servpro5941.com Tax ID: 16-1515373

Line Item Totals: VILLIAGE\_OF\_EASTSYR

0.00

4,600.00



6800 Northern Blvd. East Syracuse, NY 13057

Phone: 315-457-3432 - Fax: 315-431-1902

Email: servpro5941@servpro5941.com Tax ID: 16-1515373

**Summary** 

Line Item Total

Replacement Cost Value

Net Claim

4,600.00

\$4,600.00

\$4,600.00

Jeremy Wolfe



# COMMERCIAL Planned Service AGREEMENT

Plan Benefits

✓ No overtime charges

✓ Energy savings

✓ Extended system life

✓ 24/7 emergency service ✓ Automatic renewal

Cooling Procedures\*

✓ Check thermostat

✓ Clean condensing coil

Check blower and rotation

✓ Check electrical connection
 ✓ Check operating pressure
 ✓ Check refrigerant charge
 ✓ Annual belt change (1)
 ✓ Monitor cooling cycle

Heating Procedures\*

✓ Clean burner section

✓ Replace filters

Clean blower components
 Adjust gas pressure
 Check and adjust pilot
 Parts lubrication
 Monitor flue draft

✓ Electrical connection chec
 ✓ Test safety controls
 ✓ Monitor voltage and amps

✓ Check heat anticipator✓ Check thermostat(s)✓ Monitor heating cycle

✓ Adjust air flow

✓ Replace filters✓ Clean drains

✔ Parts lubrication

✓ Cleaner air
✓ Greater comfort
✓ Fewer repairs
✓ 10% repair discount
✓ Priority service



Business Village of East Syracuse Fire Dept.

Mrs Janet Forest

315.446.1376

\$ 2,546

Branch # 028 | 6019 Corporate Drive | East Syracuse, NY 13057-2985

Se NV 13057-2085

Street Address 204 North Cent	er/Street	
City East Syracuse	STINY	Zip 413057
Email		(315) 437-3541
Service Address (if different)	Contactifione	
Covered Equipment	Model/Product	Desc./Location
(1) Carrier	6 Ton RTU	(4) Visits Annually
(1) Carrier	12.5 Ton RTU	(4) Visits Annually
(1) Carrier	18.0 Ton RTU	(4) Visits Annually
(1) Carrier	25.0 Ton RTU	(4) Visits Annually
		h le
Comments		
(4) PM Visits Annually, (1) Spring		ing, (4) Pleated Filter changes &
(1) Annual Belt change on the sci	neduled equipment.	
		<u> </u>
Plan Information Start	Date 0, 4 1 1 8 to	0   3   2   1   Perpetual
Number of Cooling Inspections	Number of I	Heating Inspections 2
Filter Change Interval   Annual	☐Semi-annual ☑Quarte	erly Monthly Other
		ni-annual  Quarterly  Monthly
Method □ePay □CASH □VIS	SA MMC MAMEX MIDIS	SC LICHECK#
Acct# _		LI LEXPE
Auth Code [	I Exp Date	GUARANTE
- Inc		C. C.
Total Annual Investme	- mag	pairs up to the amount of \$250.00 per
occurence (customer in	itials)	pairs up to the amount of \$250.00 per
BY SIGNING BELOW, I AGREE TO	THE TERMS OF THIS SERVI	CE ORDER, THE ATTACHED GENERAL
LLC TERMS AND CONDITIONS, AND W	EMME APPLICABLE, THE TH I ALSO AGREE THAT I HAV	HIRD PARTY SERVICE NET WARRANTY VE BEEN NOTIFIED VERBALLY OF MY
RIGHT TO CANCEL AND WHEF		DDENDUM DESCRIBING MY RIGHTS
UNDER STATE LAW.		- La
Oùstomer Signature		Date
G		Date
rint Name	Digitally playmed by MARIE CAUTEDIN	21/1.
MARK DAVISON Consultant Signature	City consists CANSCAL, e. or, proprietable, DANSCAND INDIVIDUAL CONTROL STATE CONTROL	Dale 13/16
		Date 4

\*where applicable











**Woodcock & Armani Service Division** 

Heating • Air Conditioning • Plumbing

COMFORT USA SYSTEMS USA \$3,368

Toke

# Village of East Syracuse

Mechanical Investment Service Proposal

Date:

4/30/2018

Proposal Number:

P01215

Prepared for:

Village of East Syracuse 204 North Center Street East Syracuse, NY 13057

Prepared by:

Paul H. Ellis (315)-475-0392





# **Our Service Solution**

# Your Objectives

- Improve System Reliability
- Optimize Comfort Conditions
- Extend Equipment Life

# **Our Solutions**

We will perform Four (4) Quality Preventive Maintenance (QPM) visits annually with seasonal adjustments as required to maintain peak operating efficiency and reliability.

Four (4) filters changes with high efficiency filters.

One (1) chemical coil cleaning of condenser coils each Spring.

One (1) belt replacement annually.

Priority 24/7 emergency Service response time for HVAC and Plumbing service calls.

## Your Benefits

- Optimize comfort conditions
- Fixed, budgeted program
- Extended equipment life
- Single-source responsibility
- Reduced energy consumption
- Reduced administrative involvement
- Reduced system downtime
- Maximized cost savings
- Peace of mind
- Optimized productivity

# **Additional Capabilities**

The Comfort Systems USA team has over 450 Professionals in Syracuse and over 9,000 nationwide. Woodcock & Armani can servcei all of your HVAC and Plumbing systems.

ABJ Fire Protection can servcie all of your Fire Sprinklers and Alarm systems.

NYS Requires Annual Testing of Backflow Prevention Devices and Fire Sprinklers.





Quality Preventive Maintenance Solutions

# MAINTENANCE AGREEMENT FOR ENVIRONMENTAL SYSTEMS

Agreement: Page 1 of 4

Company		<b>Proposal Date:</b> 4/30/2018
Comfort Systems USA (Syra	cuse) DBA Woodcock	Proposal Number: P01215
Armani 6500 New Venture Gear Driv	r <sub>P</sub>	Agreement Number:
East Syracuse, New York 130 Ph: (315)-475-0392 f:		
Bill To Identity		Agreement Location
Village of East Syracuse		Village of East Syracuse
204 North Center Street East Syracuse, NY 13057		204 North Center Street East Syracuse, NY 13057
Comfort Systems USA (Syracuse) Dindicated below.  MAINTENANCE PROGRAM:		provide the services described in the maintenance program
Schedules Included:	(Only Items Checked A	pply)
☑ Equipment Schedule	☑ Air Filter Servic	e 🔲 Water Treatment
☐ Building Automation	☐ Customized Ser	vice
Agreement coverage will comme	ence on <u>6/1/2018</u> .	
The Agreement price is \$3,36 Quarter beginning on the e	<b>58.00</b> per year, payab ffective date of <u>6/1/20</u>	le in advanced installments of \$ <u>842.00</u> per 018
	*:	
use only. Comfort Systems USA (Sy (30) days from proposal date above terms unless either party gives writt date. Upon execution as provided be "Agreement"), shall become a bindir	racuse) DBA Woodcock Ari . This Agreement is for an i en notice to the other of in elow, this Agreement, includ ng and enforceable agreement	cuse) DBA Woodcock Armani and is provided for Customer's mani guarantees the price stated in this Agreement for thirty nitial term of 1 Year and shall renew for successive one year tention not to renew thirty (30) days prior to any anniversary ding the following pages attached hereto (collectively, the ent against both parties hereto. Customer, by execution of this is the attached terms and conditions and has the authority to
Company	$\sim \sim $	Customer
Jan Mr	Ula:	
Paul H. Ellis		Signature (Authorized Representative)
Name		Name (Print/Type)
Phone: (315)-475-0392 Fax	<u> </u>	Title
4/30/2018		****
Date		Date



Agreement: Page 2 of 4

# **Equipment Schedule**

QTY	EQUIPMENT	MANUFACTURER	MODEL	SERIAL#	RATING	LOCATION
1	Package Unit(s) Roofr Top Package Unit 01 1 - Heating Section 2 - Compressors 2 - Condenser Fan Motors	Carrier	48HJD014G-561HY	1404G50706	12.5 Tons 6.25 Tons 0.25 HP	
1	Roofr Top Package Unit 02 1 - Heating Section 3 - Compressors 4 - Condenser Fan Motors	Carrier	48HGD020A-501SR	1404F24935	18 Tons 6 Tons 0.25 HP	Roof
1	Roofr Top Package Unit 03 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	Carrier	48HJD007G-551HE	1204G40309	6 Tons 6 Tons 0.25 HP	Roof
1	Roofr Top Package Unit 04 1 - Heating Section 4 - Compressors 4 - Condenser Fan Motors	Carrier	48TMD028G-511QA	1404F25150	25 Tons 6.25 Tons 0.25 HP	Roof
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Quality Preventive Maintenance Solutions

#### **PM Program**

Agreement: Page 3 of 4

This agreement is designed to provide the Customer with an ongoing maintenance agreement. This agreement will be initiated, scheduled, administered, monitored and updated by the Service Provide. The service activities will be directed and scheduled, on a regular basis, by our comprehensive equipment maintenance scheduling system based on manufacturers' recommendations, equipment location, application, type, run time, and Service Provider's own experience. The Customer is informed of the agreement's progress and results on a continuing basis via a detailed Service Report, presented after each service call for Customer's review, approval signature and record.

SERVICE PROVIDE WILL PROVIDE THE FOLLOWING PROFESSIONAL MAINTENANCE SERVICES FOR THE BUILDING ENVIRONMENTAL MECHANICAL SYSTEM(S) COMPRISED OF THE EQUIPMENT LISTED ON SCHEDULE 1 (INVENTORY OF EQUIPMENT):

TEST AND INSPECT: On-Site labor, travel labor and travel and living expenses required to visually INSPECT and TEST equipment to determine its operating condition and efficiency. Typical activities include:

- TESTING for excessive vibration; motor winding resistance; refrigerant charge; fan RPM; refrigerant oil (acid); water condition; flue gas analysis; safety controls, combustion and draft; crankcase heaters, control system(s), etc.
- INSPECTING for worn, failed or doubtful parts; mountings, drive couplings; oil level; rotation soot;

flame composition and shape; pilot and igniter; steam, water, oil and/or refrigerant leaks, etc.

PREVENTIVE MAINTENANCE: On-Site labor, travel labor and travel and living expenses required to clean, align, calibrate, tighten, adjust, lubricate and paint equipment. These activities are intended to extend equipment life and assure proper operating condition and efficiency. Typical activities include:

- CLEANING coil surfaces; fan impellers and blades; electrical contacts; burner orifices; passag and nozzles; pilot and igniter; cooling tower baffles, basin, sump and float; chiller, condenser and boller tubes, etc.
- ALIGNING belt drives; drive couplings; coil fins, etc.
- CALIBRATING safety controls; temperature and pressure controls, etc.
- TIGHTENING electrical connections; mounting bolts; pipe clamps; refrigerant piping fittings; damper sections, etc.
- ADJUSTING belt tension; refrigerant charge; super heat; fan RPM; water chemical feed and feed rate; burner fuel/air ratios; gas pressure; set point of controls and limits; compressor cylinder unloaders; damper close-off; sump floats, etc.
- LUBRICATING motors; fan and damper bearings; valve stems; damper linkages; fan vane linkages, etc.
- PAINTING, for corrosion control, as directed by our scheduling system and on an as-needed basis.





Quality Preventive Maintenance Solutions

#### **PM Terms and Conditions**

Agreement: Page 4 of 4

- 1. Customer shall permit Service Provider free and timely access to areas and equipment, and allow Service Provider to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Service Provider's normal working hours.
- 2. In case of any failure to perform its obligations under this Agreement, Service Provider's liability is limited to repair or replacement at its option and such repair or replacement shall be Customer's sole remedy. This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if the failure is caused or contributed to by accident, alteration, abuse or misuse, and shall not extend beyond the term of this Agreement.
- 3. The annual Agreement price is conditioned upon the system(s) covered being in a maintainable condition. If the initial inspection or initial seasonal start-up indicates repairs are required, a firm quotation will be submitted for Customer's approval. Should Customer not authorize the repairs, Service Provider may either remove the unacceptable system(s), component(s) or part(s) from its scope of responsibility and adjust the annual agreement price accordingly orcancel this agreement.
- 4. The annual Agreement price is subject to adjustment on each commencement anniversary to reflect increases in labor, material and other costs.
- 5. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
- 6. Customer will promptly pay invoices within ten (10) days of receipt. Should a payment become thirty (30) days or more delinquent, Service Provider may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
- 7. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Service Provider's rates then in effect) over the sum stated in this Agreement.
- 8. Service Provider will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.
- 9. Customer shall permit only Service Provider's personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than Service Provider's personnel perform such work, Service Provider may, at its option, cancel this Agreement or eliminate the involved item of equipment from inclusion in this Agreement.
- 10. In the event Service Provider must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay Service Provider all court costs and attorneys' fees incurred by Service Provider.
- 11. Any legal action against the Service Provider relating to this agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.
- 12. Service Provider shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Service Provider's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
- 13. To the fullest extent permitted by law, Customer shall Indemnify and hold harmless Service Provider, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Service Provider. Further and notwithstanding the preceding sentence, Service Provider shall be held harmless and shall not be liable to Customer for any claims, liabilities, damages, loses and expenses related to mold or the creation of mold at Customer's location(s) and shall have no obligation to treat, identify or remove such mold.
- 14. Customer shall make available to Service Provider's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
- 15. Service Provider expressly disclaims any and all responsibility and liability for the Indoor air quality of the customer's facility, including without limitation injury or Illness to occupants of the facility or third parties, arising out of or in connection with the Service Provider's work under this agreement.
- 16. Service Provider's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Service Provider's sole obligation will be to notify the Owner of their existence. Service Provider shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.
- 17. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL SERVICE PROVIDER BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.
- 18. This Agreement does not include repairs to the system(s), the provisions or installation of components or parts, or service calls requested by the Customer. These services will be charged for at Service Provider's published rates then in effect.



# COMMERCIAL Planned Service AGREEMENT Contact Name Tom Richards

Plan Benefits

✓ No overtime charges

✓ Energy savings

✓ Extended system life

✓ 24/7 emergency service
✓ Automatic renewal

Cooling Procedures\*

✓ Check thermostat

✓ Clean condensing coil

Check blower and rotation

✓ Check electrical connection
 ✓ Check operating pressure
 ✓ Check refrigerant charge
 ✓ Annual belt change (1)
 ✓ Monitor cooling cycle

Heating Procedures\*

✓ Clean burner section

✓ Replace filters

✓ Clean blower components
 ✓ Adjust gas pressure
 ✓ Check and adjust pilot
 ✓ Parts lubrication
 ✓ Monitor flue draft

✓ Electrical connection check

✓ Test safety controls

✓ Monitor voltage and amps

✓ Check heat anticipator
 ✓ Check thermostat(s)
 ✓ Monitor heating cycle

✔ Adjust air flow

✓ Replace filters
✓ Clean drains

✔ Parts lubrication

✓ Cleaner air
 ✓ Greater comfort
 ✓ Fewer repairs
 ✓ 10% repair discount
 ✓ Priority service



315.446.1376

POOL



Branch # 028 | 6019 Corporate Drive | East Syracuse, NY 13057-2985

Contact Name Tom Richardson	537	
Street Address 500 McCool Ave	enue	
City East Syracuse	STNY	Zip 13057
Email forest@villageofeastsyracuse	com Contact Phone	
Service Address (if different)		
Covered Equipment	Model/Product	Desc./Location
(1) Fulton Boiler & (5) Circ.Pumps	PHW300	Mech Room
(1) A.O. Smith Boiler	C11485	Mech Room
(2) RBI Boilers	HW0530	Mech Room
(1) Heat Recovery Ventilators	IAQ4000	Attic
(4) WSHPs	WCCH2	Attic
(1) Gas Heater	TBD	Maint. Bldg.
Gordonie		
	The state of the s	ekelsion AloFlospino (1) Spario Plug & (1) Flamenco
		V.S. Return Melters for Heat Reseway, Unit
The summer visit will implace filter	टोसामुझ्डे तमर्थ एका जा जा। क	injument described apove.
Plan Information Start D	ate [ 0   5   1   8   to	0   4   2   1   Perpetual
Number of Cooling Inspections 1	Number of H	leating Inspections 1
Alter Change Interval CAnnual		
Payment Information In	nterval   Annual   Sem	i-annual Quarterly Monthly
Method □ePay □CASH □VISA		
Acct# _ L L L L L		I XPE
Auth Code L L L L	Exp. Date	GUARANTEE
Total Annual Investmen	2,690.00	Pivio 3
	vice Experts to perform rer	pairs up to the amount of \$250.00 per
LLC TERMS AND CONDITIONS, AND WE	HRE APPLICABLE, THE TH ALSO AGREE THAT I HAV	CE ORDER, THE ATTACHED GENERAL IRD PARTY SERVICE NET WARRANTY, E BEEN NOTIFIED VERBALLY OF MY DENDUM DESCRIBING MY RIGHTS
Customer Signature		Date
Print Name MARK DAVISON	plick open by lastic Davidon  c meaning Davidon, or a composable backgroup SERVERD WITH  EXTRACE PROST AND	05/10/18
Consultant Signature		Date

**WE SERVICE ALL MAKES AND MODELS, 24/7** 

©2017 Copyright, Service Experts LLC. Service Experts and the Service Experts Heating & Air Conditioning logo and design are registered or common law trademarks of Service Experts LLC.

COST LOCAL

"where applicable



### SERVICE EXPERTS GENERAL TERMS AND CONDITIONS

**DEFINITIONS:** Where the context permits, the following words shall have the meanings indicated. "Authorized Service Technician" means the person(s) authorized by Service Experts to furnish the Service hereunder, which may include third party subcontractors authorized by Service Experts. "Customer" or "you" means the person, partnership, company, or corporation purchasing the Service hereunder. "Equipment" means the HVAC unit or associated equipment that is the subject of the Service rendered hereunder. "Service" means the installation, inspecsubject of the Service rendered hereunder. "Service" means the installation, inspection, servicing, reconditioning, start-up, alteration, repair, replacement, or correction of Equipment, or a part thereof, or assistance with respect thereto. "Service Experts" or "our" or "us" or "we" means Service Experts LLC, a Delaware limited liability company, d'b/a Service Experts Heating & Air Conditioning and each of its subsidiaries. "Service Order" means the executed agreement between Service Experts and Customer setting forth the terms of the Service, which incorporates these Terms and Conditions. "Service Experts Program Terms" means the specific features of any of the following: (1) Ultimate Protection Plan, and/or (2) PLUS Maintenance Agreement. CONTRACT

By accepting the Service or making a payment for all or part of the Service Customer accepts the Service pursuant to these terms and conditions. PLUS Maintenance contracts will automatically renew annually unless you notify us in writing at least 30 days before your contract expires.
WARRANTY AND 100% SATISFACTION GUARANTEE

WÁRRANTÝ AND 100% SATISFACTION GUARANTEE
Service Experts agrees to accept responsibility for your 100% complete satisfaction.
This means that if you are not totally satisfied with the product installation Service, we
will promptly address and perform to your complete satisfaction those issues regarding material or workmanship or we will remove the installed equipment and refund
your money. If you are not totally satisfied for the first year following the Service
performed by Service Experts, we will promptly address and perform to your
complete satisfaction those Issues regarding material and workmanship or we will
refund your Service fee. This 100% Satisfaction Guarantee applies so long as: (i) the
entire HVAC system (the "System") is maintained annually by a Service Experts
Authorized Service Technician; (ii) all repairs recommended by Service Experts are
performed on the System; and (iii) the System has been used solely for the purpose
and under the conditions for which it was designed and has not been subjected to
misuse, alteration, accident or abuse.

The warranties herein and remedies for breach thereof are exclusive and conditioned

The warranties herein and remedies for breach thereof are exclusive and conditioned upon Customer providing timely notification to Service Experts. They are given by Service Experts and accepted by Customer in lieu of any and all other remedies, warranties, and guarantees, express or implied, and IN LIEU OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. SERVICE EXPERTS DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LIMITATION OF LIABILITY

NOTMITHATAINING ANYTHING HEREIN TO THE CONTRARY AND THE NOTMITHAN T

WARHANLY OF MERICHANIABILITY OR FILNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNDER NO
CIRCUMSTANCES, WHETHER ARISING IN THE CONTRACT, EQUITY, TORT
(INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL SERVICE EXPERTS, ITS
AGENTS, AND ITS EMPLOYEES BE RESPONSIBLE OR LIABLE FOR ANY
SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING
BUT NOT LIMITED TO, PROPERTY DAMAGE, LOSS OF PROFIT, LOST DATA, LOSS
OF OPERATING TIME OR LOSS OF, OR REDUCTION IN USE OF, ANY FACILITIES
(INCLUDING EXISTING FACILITIES) OR ANY PORTION THEREOF, INCREASED
EXPENSE OF OPERATION OR MAINTENANCE, OR EXPENSE OR REPLACEMENT
PRODUCTS RESULTING FROM THE BREAKDOWN OR FAILURE OF ANY EQUIPMENT OR FROM DELAYS IN OR THE INABILITY TO RENDER ANY SERVICE.
NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNDER NO
CIRCUMSTANCES SHALL SERVICE EXPERTS BE RESPONSIBLE OR LIABLE FOR
ANY LOSS, COST, OR DAMAGE ARISING FROM ANY SOURCE WHATSOEVER,
INCLUDING NEGLIGENCE, IN EXCESS OF THE PRICE PAID BY CUSTOMER FOR
THE SERVICE WHICH GIVES RISE TO THE LOSS, COST, OR DAMAGE.
WHAT IS NOT COVERED/GUARANTEED
This contract does not cover: (a) Ultimate Protection Plan which is a maintenance

This contract does not cover: (a) Ultimate Protection Plan which is a maintenance plan and/or extended warranty plans governed by a separate agreement between You and Service Net Warranty, LLC.; (b) any additional Equipment that is added to Your heating and/or air conditioning system, unless we agree that for an additional annual fee to cover same; (c) any maintenance to Equipment that has been altered or repaired by anyone other than an Authorized Service Technician, including any annual fee to cover same; (c) any maintenance to Equipment that has been altered or repaired by anyone other than an Authorized Service Technician, including any unauthorized alterations made by you to the Equipment; (d) damage or other Equipment failure due to causes beyond Service Experts' control including, but not limited to, repairs necessary due to operator negligence, Customer's failure to maintain the Equipment according to the owner's manual instructions, abuse, vandalism, theft, fire, flood, wind, freezing, power failure, inadequate power supply, moisture or other unusual atmospheric conditions, acts of war or acts of nature; (d) consumable items defined as any part that is considered consumable by the manufacturer; (e) damage or failure caused by animals or insects; (f) regular maintenance, maintenance parts such as filters, fubricants, or refrigerant gasses, unless specifically included in the description of the applicable Service; (g) failure and replacement caused by contamination of the sealed system such as 9 Green Slime, Dirty Sock Syndrome, etc.; (h) corrosive conditions caused by location or moisture; (i) leaks in the Equipment in the evaporator, Schrader cores, condenser and/or metering device or other connections resulting from loose valves and/or loose valve caps, interconnecting fittings and/or field piping (line sets/tubing); (i) miscellaneous items such as nitrogen that are used to detect or diagnosis failures unless specifically included in the description of the applicable Service; (k) alteration of the Equipment to meet changes in federal, state or local codes and regulations, or repairs which require additional parts and labor to bring the Equipment into working condition as a result of such government regulations; and/or (i) manual or digital thermostats unless specifically included in the description of the applicable Service.

COMPENSATION, INVOICING, AND PAYMENT

Payment Is due upon completion of work. Delinquent accounts are subject to interest at the rate of 1 1/2% per month,

permitted under applicable law. Customer agrees to pay all expenses incurred by Service Experts for collecting any delinquent accounts, including, but not limited to reasonable attorney's fees, filing fees and associated costs.

For any Service for the inspection, tune-up, or maintenance of Equipment to be performed in a single service call, Service Experts shall invoice the Customer for all

charges incurred in accordance herewith and such invoices shall be due upon completion of work. For any Service to be performed on multiple service calls or own a specified term, Customer may authorize payment by "Automatic Checking Acct Debit" or "Automatic Credit Card Debit", whereby Customer authorizes Servic Experts to charge a monthly installment from Customer's account beginning or month after the application is approved. The automatic monthly payment working until a written notice of termination is received by Service Experts. A permitted by applicable law, upon renewal of this contract, Customer agrees the Service Experts may change or increase the monthly installment charge an automatically debit such charge in connection with any changes to standard service. automatically debit such charge in connection with any changes to standard servic fees. Cancellation will be subject to Service Experts then current refund policy or the case of Ultimate Protection Plan, pursuant to service net warranty, LLC's, term and conditions.

SCHEDULING
Customer shall schedule a date for Service at the time of purchase or else authoriz
Service Experts to contact Customer at a later time to schedule the appointment,
any Service is not scheduled at the time of purchase, or if the appointment i
cancelled or otherwise prevented from occurring, Service Experts will make thre
reasonable attempts to schedule the appointment to complete the applicabl
Service. To the extent permitted by applicable law, in the event Service Expert
cannot reach Customer after three reasonable attempts or is not permitted to
perform the Service after three attempts to schedule such Service, then Custome
agrees that Service Experts shall have fulfilled its obligations as to such Service
hereunder, and Service Experts shall retain all funds associated with the purchase c
such Service and be relieved of any further obligations to provide the Services.

CONSENT TO CONTACT SCHEDULING

CONSENT TO CONTACT

By entering into this agreement, you expressly consent and permit Service Experts to contact you by phone (via live operator or automated call) to schedule and provide products and services associated with your purchase or service. You consent to receive future communications and advertising about the products and services we offer via phone, email or mail. You consent and agree that we may provide you contact information to our third party partners for use in marketing related products services and extended warranties to you.

Service Experts hereby notifies Customer that persons or companies furnishing labor or materials for the construction on Customer's land may have fien rights or Customer's land and buildings if not paid.

**GOVERNING LAW** 

This Agreement shall be construed and governed by the laws of the State of Texas. WAIVER

Service Experts' waiver of any breach by Customer of any of the provisions contained herein shall not constitute a waiver of any other breach of the same or any other provision. Service Experts' rights and remedies under any provision contained herein shall be in addition to and not in substitution or limitation of any other rights and remedies available to Service Experts under applicable law.

HEADINGS AND SEVERABILITY The headings of the paragraphs of this agreement are for convenience only and shall not be construed as adding meaning to the provisions. If a court determines that any part of this agreement is unenforceable, the parties agree that only the portion of this agreement that is so determined to be unenforceable and shall be stricken and that

the remaining parts shall be unaffected. ENTIRE AGREEMENT

ENTIRE AGRÉEMENT
These General Terms and Conditions, together with the Service Experts' Service Order, state specific addendum attached hereto, and any applicable Program Terms, shall constitute the entire agreement of the parties and shall not be modified except by written change order issued and signed by Service Experts. No prior representations, inducements, promises, or agreements between the parties, whether oral or written, shall be of any force or effect and any said prior representations, inducements, promises, or agreements are hereby revoked and superseded. No terms stated by Customer in accepting or acknowledging this offer or otherwise shall be binding except as expressly incorporated herein by Service Experts. THIS OFFER IS EXPRESSLY LIMITED TO ACCEPTANCE UPON THE TERMS AND CONDITIONS CONTAINED HEREIN. CONTAINED HEREIN.

# NEW YORK ADDENDUM TO SERVICE EXPERTS' SERVICE ORDER

Any contractor, subcontractor, or materialman who provides home improvement goods or services pursuant to your home improvement contract and who is not paid may have a valid legal claim against your property known as a mechanic's lien. Any mechanic's lien filed against your property may be discharged. Payment of the agreed-upon price under the home improvement contract prior to filing of a mechanic's lien may invalidate such lien. The owner may contact an attorney to determine his rights to discharge a mechanic's lien.

# **DISCLOSURE OF CANCELLATION RIGHTS**

In addition to any rights otherwise to revoke an offer, the owner may cancel the home improvement contract until midnight of the third business day after the day on which the owner has signed an agreement or offer to purchase relating to such contract by delivering the attached form Notice of Cancellation to Service Experts.

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**Woodcock & Armani Service Division** 

Heating • Air Conditioning • Plumbing

COMFORT USA SYSTEMS USA \$ 3,150

# Hanlon Pool

Mechanical Investment Service Proposal

Date:

4/30/2018

**Proposal Number:** 

P01216

Prepared for:

Hanlon Pool 500 McCool Ave East Syracuse, NY 13057

Prepared by:

Paul H. Ellis (315)-475-0392



**Our Service Solution** 

# Your Objectives

- Improve System Reliability
- Extend Equipment Life
- Conserve Energy

## **Our Solutions**

We will perform Two (2) Quality Preventive Maintenance (QPM) visits annually as required to maintain peak operating efficiency and reliability.

The Spring QPM will include major tear downs and cleaning of all Four Boilers including combustion analysis on each. We will replace the gas and air flapper gaskets, spark plug and flame rod on the Fulton Boiler. Chemical coil cleaning of the condenser coils. Replacing belts in the Heat Recovery unit

The Summer visit will include a thorough inspection of all listed equipment. Filters will be replaced with high efficiency filters during each QPM visit.

# Your Benefits

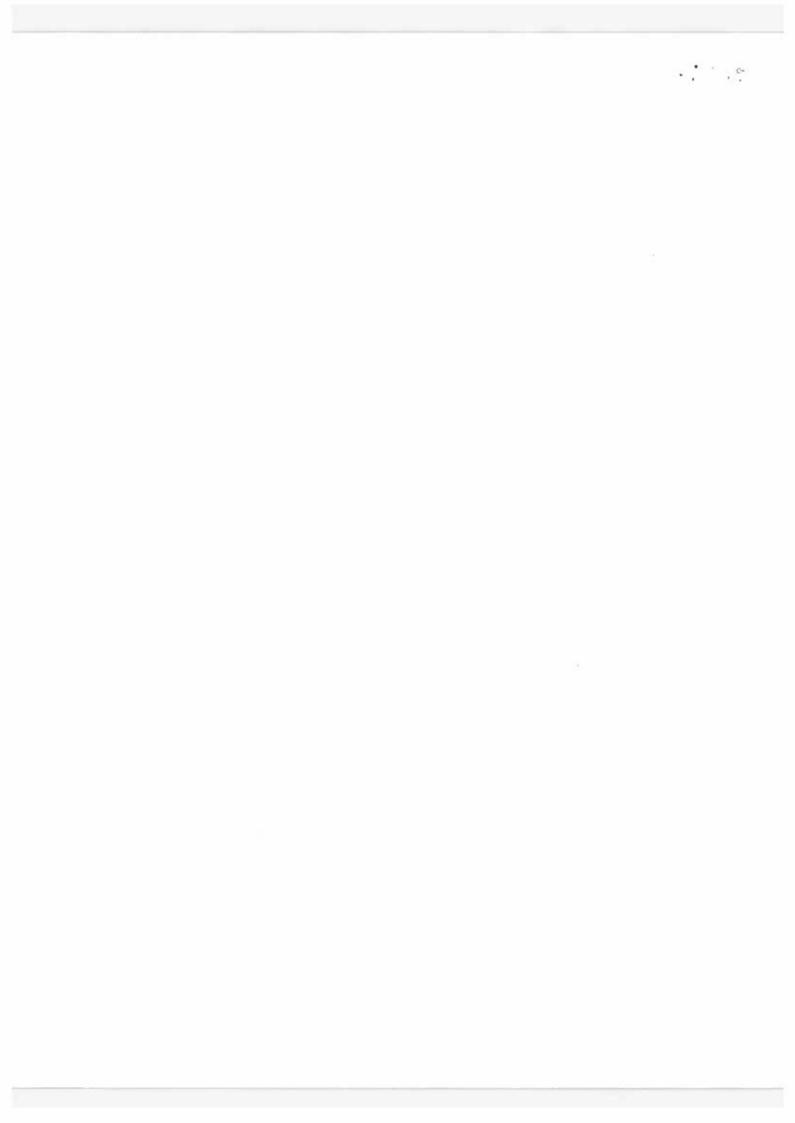
- Optimize comfort conditions
- Fixed, budgeted program
- Extended equipment life
- Single-source responsibility
- Reduced energy consumption
- Reduced administrative involvement
- Reduced system downtime
- Maximized cost savings
- Peace of mind
- Optimized productivity

# Additional Capabilities

The Comfort Systems USA team has over 450 Professionals in Syracuse and over 9,000 nationwide. Woodcock & Armani can service all of your HVAV and plumbing systems. ABJ Fire Protection can service all of your fire sprinkler and alarm systems.

NYS requires annual testing of backflow prevention devices, RPZ valves and fire sprinklers.







Quality Preventive Maintenance Solutions

# MAINTENANCE AGREEMENT FOR ENVIRONMENTAL SYSTEMS

Agreement: Page 1 of 4

SOMFORT USA

Company		<b>Proposal Date:</b> 4/30/2018
Comfort Systems USA (Syracus	se) DBA Woodcock	Proposal Number: P01216
Armani 6500 New Venture Gear Drive East Syracuse, New York 13057 Ph: (315)-475-0392 f:	7	Agreement Number:
Bill To Identity	А	greement Location
Village of East Syracuse 204 North Center Street East Syracuse, NY 13057	50 Ea	anlon Pool 00 McCool Ave ast Syracuse, NY 13057 tn: Tom Richardson
Comfort Systems USA (Syracuse) DBA indicated below.  MAINTENANCE PROGRAM: PM		vide the services described in the maintenance program
Schedules Included:	(Only Items Checked App)	<i>(</i> )
☑ Equipment Schedule	☑ Air Filter Service	☐ Water Treatment
☐ Building Automation	☐ Customized Servi	e Special Conditions Service
Agreement coverage will commend	ce on <u>1/1/2018</u> .	
Semi-annual beginning on the	e effective date of <u>1/1</u>	/2018
use only. Comfort Systems USA (Syrac (30) days from proposal date above. T terms unless either party gives written date. Upon execution as provided belo "Agreement"), shall become a binding	cuse) DBA Woodcock Arma his Agreement is for an init notice to the other of inter w, this Agreement, includin and enforceable agreement	e) DBA Woodcock Armani and is provided for Customer's ni guarantees the price stated in this Agreement for thirty ial term of 1 Year and shall renew for successive one year ition not to renew thirty (30) days prior to any anniversary g the following pages attached hereto (collectively, the against both parties hereto. Customer, by execution of this he attached terms and conditions and has the authority to
Company	PD: .	Customer
Signature Pallery	See _	Signature (Authorized Representative)
Paul H. Ellis		Name (Print/Type)
Phone:(315)-475-0392 Fax:		A seed a filter
		Title
4/30/2018 Date	<u> </u>	Date

Agreement: Page 2 of 4

# **Equipment Schedule**

QTY	EQUIPMENT	MANUFACTURER	MODEL	SERIAL#	RATING	LOCATION
1	Boiler System Gas Hydronic Boiler	Fulton	Pulse Pak PHW - 300	101448	8 Blr HP	Boiler Room
1	Gas Non-Condensing Domestic Boiler	AO Smith Burkay	Genesis C11485	C0611485	9 Blr HP	Boiler Room
1	Gas Water Heater for Pool 01	RBI	8900 Series 33 HW0530NEOASPS	100229633	16 Bir HP	Boiler Room
1	Gas Water Heater for Pool 02	RBI	8900 Series 33 HW0530NEOASPS	070228492	16 Bir HP	Boiler Room
5	Circulation Pumps	Armstrong and Baldor			1.5 HP	Boiler Room
1	Air Handler(s) Heat Recovery Ventilator 01	Xetex	IAQ - 4000 - BP -	114540606		Attic Above Boiler
	1 - Supply Fan Motor 1 - Return Fan Motor		HW		3 HP 3 HP	Room
1	Heat Recovery Ventilator 02	Xetex	IAQ - 750 - BP - HW	114540606		Atlic Above Pool
i	1 - Supply Fan Motor 1 - Return Fan Motor				0.5 HP 0.5 HP	Filter Room
4	Package Unit(s) Water Source Heat Pumps	Daikin McQuay	WCCH2	various	3 Tons	Attic Above Boiler
	1 - Supply Fan Motor 1 - Heating Section	60		S *	0.25 HP	Room
	*** Split System *** 1 - Compressor 3 - Condenser Fan Motors	Daikin McQuay	AFS021A42YY		3 Tons 0.25 HP	Outside on Ground
1	Misc. Equipment Gas Unit Heater	TBD	TBD			Wiz Maintenance Building
				*		





Quality Preventive Maintenance Solutions

#### **PM Program**

Agreement: Page 3 of 4

This agreement is designed to provide the Customer with an ongoing maintenance agreement. This agreement will be initiated, scheduled, administered, monitored and updated by the Service Provide. The service activities will be directed and scheduled, on a regular basis, by our comprehensive equipment maintenance scheduling system based on manufacturers' recommendations, equipment location, application, type, run time, and Service Provider's own experience. The Customer is informed of the agreement's progress and results on a continuing basis via a detailed Service Report, presented after each service call for Customer's review, approval signature and record.

SERVICE PROVIDE WILL PROVIDE THE FOLLOWING PROFESSIONAL MAINTENANCE SERVICES FOR THE BUILDING ENVIRONMENTAL MECHANICAL SYSTEM(S) COMPRISED OF THE EQUIPMENT LISTED ON SCHEDULE 1 (INVENTORY OF EQUIPMENT):

TEST AND INSPECT: On-Site labor, travel labor and travel and living expenses required to visually INSPECT and TEST equipment to determine its operating condition and efficiency. Typical activities include:

- TESTING for excessive vibration; motor winding resistance; refrigerant charge; fan RPM; refrigerant oil (acid); water condition; flue gas analysis; safety controls, combustion and draft; crankcase heaters, control system(s), etc.
- INSPECTING for worn, failed or doubtful parts; mountings, drive couplings; oil level; rotation soot;

flame composition and shape; pilot and igniter; steam, water, oil and/or refrigerant leaks, etc.

PREVENTIVE MAINTENANCE: On-Site labor, travel labor and travel and living expenses required to clean, align, calibrate, tighten, adjust, lubricate and paint equipment. These activities are intended to extend equipment life and assure proper operating condition and efficiency. Typical activities include:

- CLEANING coil surfaces; fan impeliers and blades; electrical contacts; burner orifices; passag and nozzles; pilot and igniter; cooling tower baffles, basin, sump and float; chiller, condenser and boiler tubes, etc.
- ALIGNING belt drives; drive couplings; coil fins, etc.
- CALIBRATING safety controls; temperature and pressure controls, etc.
- TIGHTENING electrical connections; mounting bolts; pipe clamps; refrigerant piping fittings; damper sections, etc.
- ADJUSTING belt tension; refrigerant charge; super heat; fan RPM; water chemical feed and feed rate; burner fuel/air ratios; gas pressure; set point of controls and limits; compressor cylinder unloaders; damper close-off; sump floats, etc.
- LUBRICATING motors; fan and damper bearings; valve stems; damper linkages; fan vane linkages, etc.
- PAINTING, for corrosion control, as directed by our scheduling system and on an as-needed basis.



Quality Preventive Maintenance Solutions

#### **PM Terms and Conditions**

Agreement: Page 4 of 4

- 1. Customer shall permit Service Provider free and timely access to areas and equipment, and allow Service Provider to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Service Provider's normal working hours.
- 2. In case of any failure to perform its obligations under this Agreement, Service Provider's ilability is limited to repair or replacement at its option and such repair or replacement shall be Customer's sole remedy. This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if the failure is caused or contributed to by accident, alteration, abuse or misuse, and shall not extend beyond the term of this Agreement.
- 3. The annual Agreement price is conditioned upon the system(s) covered being in a maintainable condition. If the initial inspection or initial seasonal start-up indicates repairs are required, a firm quotation will be submitted for Customer's approval. Should Customer not authorize the repairs, Service Provider may either remove the unacceptable system(s), component(s) or part(s) from its scope of responsibility and adjust the annual agreement price accordingly orcancel this agreement.
- 4. The annual Agreement price is subject to adjustment on each commencement anniversary to reflect increases in labor, material and other costs.
- Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
- 6. Customer will promptly pay invoices within ten (10) days of receipt. Should a payment become thirty (30) days or more delinquent, Service Provider may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
- 7. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Service Provider's rates then in effect) over the sum stated in this Agreement.
- 8. Service Provider will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.
- Customer shall permit only Service Provider's personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than Service Provider's personnel perform such work, Service Provider may, at its option, cancel this Agreement or eliminate the involved item of equipment from inclusion in this Agreement.
- 10. In the event Service Provider must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay Service Provider all court costs and attorneys' fees incurred by Service Provider.
- 11. Any legal action against the Service Provider relating to this agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.
- 12. Service Provider shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Service Provider's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
- 13. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Service Provider, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Service Provider. Further and notwithstanding the preceding sentence, Service Provider shall be held harmless and shall not be liable to Customer for any claims, liabilities, damages, loses and expenses related to moid or the creation of mold at Customer's location(s) and shall have no obligation to treat, identify or remove such mold.
- 14. Customer shall make available to Service Provider's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
- 15. Service Provider expressly disclaims any and all responsibility and liability for the Indoor air quality of the customer's facility, including without limitation injury or illness to occupants of the facility or third parties, arising out of or in connection with the Service Provider's work under this agreement.
- 16. Service Provider's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Service Provider's sole obligation will be to notify the Owner of their existence. Service Provider shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.
- 17. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL SERVICE PROVIDER BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.
- 18. This Agreement does not include repairs to the system(s), the provisions or installation of components or parts, or service calls requested by the Customer. These services will be charged for at Service Provider's published rates then in effect.







# Sprinkler System

# FIRE PROTECTION CO.

6500 New Venture Gear Dr., E. Syracuse, NY 13057 (315) 423-9766 • Fax: (315) 423-9801

Rochester: 370 Summit Point Dr., Suite 2, Henrietta, NY 14467

(585) 787-6890 • Fax: (585) 787-1046 Buffalo: 95 Pirson Parkway, Tonawanda, NY 14150

(716) 844-3648 • Fax: 585-787-1046

(710) 044-3040 ° 10x. 303-707

April 6, 2018

Village of East Syracuse 204 North Center Street East Syracuse NY 13057 Attn: Janet Forest

Re: Automatic Fire Sprinkler System Inspection Agreement

This correspondence will serve as notification of the renewal amount for the testing of the Fire Sprinkler Systems in the following location:

Village of East Syracuse
204 North Center Street
East Syracuse NY 13057

Testing Agreement Period: June 1, 2018-May 31, 2019

Total amount for renewal: \$260.00

Amount to be billed in: one amount of \$260.00

This price is now based on prevailing wage rates.

Testing months per original agreement: June

Purchase Order Number: \_\_\_\_\_\_\_ (if applicable)

Please sign to confirm your receipt and acceptance of this notification and return to our office

Signature \_\_\_\_\_\_ Printed Name\_\_\_\_\_\_

We appreciate your business and if you have any questions please feel free to contact me at your earliest convenience. My extension is 2025.

Sincerely,

Testing Services Sales Manager

abj Fire Protection Co.

Michael.rizzo@comfortsystemsusa.com

COMFORT USA



ABJ. Spnuklers # \$260

# AUTOMATIC FIRE SPRINKLER INSPECTION AGREEMENT abj FIRE PROTECTION CO.

6500 New Venture Gear Dr. E. Syracuse, NY 13057 Syracuse (315) 423-9766 \* Rochester (585) 787-6890 \* Buffalo (716) 884-1442 Fax (315) 423-9801

THIS AGREEMENT is made between <u>abj Fire Protection Co.</u> (hereinafter called "Company), and <u>Village of East Syracuse</u> (hereinafter called "Subscriber"). Subscriber address: <u>204 North Center Street</u>, <u>East Syracuse NY 13057</u> Subscriber Telephone Number: <u>315-663-7699</u>

This proposal covers the sprinkler system equipment testing in the buildings(s) known as: same located at: : 204 North Center Street, East Syracuse NY 13057

- 1. <u>OWNER/AGENT RESPONSIBILITY</u>: The Subscriber acknowledges the responsibility for properly maintaining a sprinkler system is the obligation of the owner of the property. By means of periodic tests, the equipment is shown to be in good operating condition or any defects or impairments are revealed. Such tests are made, however, at the owner's responsibility and risk. Intelligent cooperation in the performance of these tests shows evidence of the owners interest in property conservation. The outside inspection services are an adjunct to, and are not intended to replace the owner's obligations.
- 2. <u>REPORTS</u> The inspection and/or test shall be completed using the Company's Report form which shall be given to the Subscriber. The Report and recommendations by the Company are only advisory in nature and are intended to assist Subscriber in reducing the possibility of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested which require prompt consideration. They are not intended to imply that all other defects, hazards or aspects of the system and equipment are under control at the time of inspection. Final responsibility for the condition and operation of the sprinkler system and/or fire alarm and detection system equipment lies with the Subscriber.

#### 3. Miscellaneous

- Scheduled appointments will be targeted within a four-hour window, either specified morning or afternoon, and work will commence during normal business hours.
- Unless otherwise specified, if devices are out of reasonable reach (in excess of 10 feet) Subscriber will need to provide safe access (scaffolding, mechanical lift, ladders, etc.). If necessary and requested in advance, COMPANY can provide this equipment at an additional cost.
- Subscriber shall provide access to the premise and clear unconditional access to all equipment in a normal work environment as well as all-necessary codes and keys to equipment.
- Inspection will only include devices listed on equipment list. Testing of additional devices will be done so at an additional charge.
- Permits, registration, and shutdown fees as required are to be billed at cost plus \$25 filing fee.
- Auxiliary equipment not shut down (as requested by the Subscriber) will be scheduled at a convenient time specified by the Subscriber for an additional hourly rate. All work to be done concurrently, unless otherwise specified
- This Agreement does not include the cost of fire watches, which if required, will be billed as an extra. In addition, abj Fire Protection shall not be responsible for any fines or penalties arising out of the acts or omissions of others.
- The test & inspection service provided under this Agreement does not include any maintenance, repairs, alterations, replacement of parts or any field adjustments whatsoever nor does it include the correction of any deficiencies identified by Company to Subscriber. Nothing herein shall prevent Subscriber from entering into a separate Agreement with Company for the performance of such work.
- In the event that the Subscriber provides the fire sprinkler system counts for this agreement, and a system count discrepancy arises, the most recent inspection report will be used and the contract price will be adjusted accordingly.



- 4. <u>This agreement</u> is limited to inspection, testing, and services at time of visit only and does not eliminate the owner's responsibility for maintaining the systems, such as checking low points, heat, oil, etc. Alterations, repairs, and replacements shall only be made by Company at Subscriber's order and be paid for by Subscriber at Company's prevailing charges therefore.
- 5. Any additional equipment or components relative to this Agreement added to the above premises after the date hereof shall be inspected by Company and Subscriber shall pay an additional price commensurate with the usual charges made by Company for inspecting such equipment, and a new contract will then be executed incorporating usual charges made by Company for inspecting such additional systems at a price to be agreed upon between Company and Subscriber.
- 6. The term of this Agreement shall begin June 1, 2013 until terminated by (60) days written notice by either party to the other. This Agreement is subject to an annual 2% price increase.
- 7. <u>Subscriber shall pay the Company</u> the sum of: <u>\$180.00</u> (billed in one amount of \$180.00). Payment terms are net 30 days from invoice date. Each quarterly, semi-annual or annual amount must be paid prior to the commencement of the next quarterly, semi-annual or annual inspection date. If the Subscriber fails to pay the full amount due in the amounts specified, Company, may at its option, terminate this contract, and, in any event, will not be obligated to perform any additional work until payment of the amount past due has been received by Company. In addition, if subscriber is delinquent on any other open invoices originated by other divisions, or departments, of the Company, Company may terminate or suspend this contract until said delinquent amount(s) are paid. The Subscriber also understands and agrees a late payment charge of one and one-half percent (1.5%) per month shall be added to all payments that are delinquent for more than thirty (30) days. This constitutes an annual percentage rate of eighteen percent (18%). Subscriber understands and agrees the costs of collection of overdue accounts, including but not limited to, attorneys fees, disbursements and contractual interest, as set forth in the proposal shall be recoverable by abj, should abj take legal action against the Subscriber.

#### Terms and Conditions

- a. Statute of Limitations No action shall be brought against Company more than one year after accrual of the cause of action. Any action at law or alternative dispute resolution proceeding shall be located in the County of Onondaga. This Contract shall be governed by the State of New York.
- b. Cost of Collection Subscriber agrees that the costs of collection of overdue accounts including, but not limited to, attorneys fees, disbursements and contractual interest shall be recoverable from Subscriber by Company.
- c. Third Party Indemnification Subscriber retains the sole responsibility for life and safety of all persons on its premises and for protecting against losses to its own property and the property of others located on its premises. Subscriber agrees to defend, indemnify and hold harmless Company's officers, employees, agents, subcontractors, suppliers, or representatives from and against all claims, lawsuits, and losses, including attorneys fees, by persons not a party to this Agreement, alleged to be caused by the improper operation of the system, whether due to malfunctioning or nonfunctioning of the system or the negligent performance or nonperformance of the monitoring service or other installation, maintenance, or other services by Company or its officers, employees, agents, subcontractors, suppliers or representatives. Additionally, agrees to list Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insured on all insurance policies in effect on the premises.
- d. Assignees and/or Subcontractor of Company Company shall have the right to assign this Agreement in whole or part. Subscriber acknowledges that this Agreement shall insure to the benefit of and is applicable to any assignees and/or subcontractors of Company.
- e. Assignment by Subscriber Subscriber acknowledges that the sale or transfer of Subscriber's premises shall not relieve Subscriber of duties and obligations under this Agreement unless Company agrees in writing to the transfer of the Agreement.



- f. Taxes, Fees, Fines, Licenses and Permits Subscriber shall pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and services listed, including telephone company charges, if any. Company shall have the right, at any time, to pass to Subscriber any increases in the monthly charges which may be imposed on Company relating to the service(s) provided under the terms of this Agreement after the date of its execution. The Subscriber assumes all responsibility for any false alarms or signals given by the protective equipment. Subscriber will indemnify, pay and defend Company and its authorized companies and hold each of them harmless from and against any responsibility or liability for payment of fines, penalties or other costs. If Subscriber fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services with written notice to Subscriber.
- g. Increase in Service Charges Company shall have the right to increase the charges provided for in this Agreement by giving Subscriber thirty (30) days written notice in advance of the effective date of such increase. Charges for time and materials services are base upon Company's rates in effect at the time of service and are subject to change without notice.
- h. Waiver of Warranty: Exculpatory Clause It is understood and agreed that Company is providing a service intended to reduce the risk of loss and that Company is not an insurer. Insurance shall be obtained by Subscriber covering personal injury, including death, and real or personal property loss or damage. Company isn't liable for losses caused by the malfunction or no-function of the system or equipment or the monitoring, repairing, signal handling or dispatching service even if due to Company's negligence or failure to perform. Company makes no guarantee or warranty, that the services or equipment supplied will avert or prevent occurrences or the consequences from such occurrences, which the services or equipment are designed to detect. Company makes no warranties, express or implied, including without limitation, warranties of merchantability and warranties of fitness for a particular purpose. No promise not contained herein or affirmation of fact made by an employee, agent, or representative of the Company shall constitute a warranty by the Company or give rise to any liability or obligation.
- i. Limitation of Liability Company's. liability to Subscriber for personal injury, death, or property damage arising under this Agreement shall be limited to the contract price. The Subscriber shall hold Company harmless from any and all third party claims for personal injury, death or property damage arising from Subscriber's failure to maintain these systems or keep them in operative condition whether based upon contract, warranty, tort, strict liability or otherwise. Company shall not be liable for any special, indirect, incidental, consequential or liquidated, penal or any economic loss damages of any character, including but not limited to loss of use of the Subscriber's property, lost profits or lost production, whether claimed by Subscriber or by any third party, irrespective of whether claims or actions for such damages are based upon contract, warranty, negligence, tort, strict liability or otherwise.
- j. Severability Clause- If any of the terms or conditions of this Agreement shall be determined to be invalid or inoperative, all the remaining terms and provisions shall remain in full force and effect.

## SPRINKLER SYSTEM (S) TO BE INSPECTED

Inspections to be performed 1 time(s) per year in the month	th(s) of <mark>: <u>June</u></mark>	
LEVEL OF SYSTEM TESTING CHECKED HERE:	Level 1: Level 2:	Level 3: X



<u>LEVEL #1 Meets NFPA Requirements (QUARTERLY):</u> Promotes maximum reliability offered by an Automatic Sprinkler System. Thorough inspection and testing of sprinkler system(s) on a quarterly basis as follows:

## **TESTING INCLUDED:**

PART	ACTIVITY:	FREQUENCY:
Control Valves (all)	Inspect	Quarterly
Tamper Switches	Test	Quarterly
Alarm Facilities (connected to Sprinkler System)	Test	Quarterly
Drain Tests (main, inspectors)	Test	Quarterly
Quick Opening Devices	Test/Inspect	Annually/Quarterly
Dry Pipe Valves	Test/Inspect	Annually/Quarterly
Hydrants (if included in #3 below)	Inspect	Quarterly
Antifreeze Solution Testing	Test	Annually/Fall
Fire Pumps (if included in #3 below)	Test/Run	Quarterly
Jockey Pumps (if included in #3 below)	Test/Run	Quarterly
Pressure Pumps	Inspect/Run	Quarterly
Backflow Preventer (if included in #3 below)	Test	Annually
Air Compressor Oil (on systems)	Inspect	Quarterly
Priming Level (dry system)	Inspect	Quarterly
Sectional Valves	Test	Quarterly
On/Off Pressure on Compressor	Test	Quarterly
Visual inspection of exposed pipe & fittings	Inspect	Annually
Visual inspection of exposed hangers & bracing	Inspect	Annually
Fire Department Connection	Inspect	Quarterly

<u>LEVEL #2 THE SEMIANNUAL</u>: Includes all services in LEVEL #1, but is performed on a semiannual basis. Services listed as quarterly to be performed TWO times per year.

<u>X</u> <u>LEVEL #3 THE ANNUAL</u>: Includes all services included in LEVEL #1, but is performed on an annual basis. Services listed as quarterly to be performed ONE time per year.

# THE EQUIPMENT AND SYSTEM(S) TESTED/INSPECTED under this agreement are listed below.

Fire Pumps: na

Wet Sprinkler Systems: 1
Dry Sprinkler Systems: na
Backflow Preventer: na

\*\*\* Subscriber should check with their local Fire Marshal (Authority Having Jurisdiction) to make sure the level of testing requested in the Agreement meets your local code requirements.

abj Fire Protection Company	ompany	<u>Village of East Syracuse</u> Subscriber			
Mike Rizzo	Date	Subscriber's Authorized Signature	Date		





# **DAVIS-ULMER**

• Sprinklers • Suppression • Fire Alarm • Security



## Inspection Agreement

Effective, (4/26/18) and subject to all terms, conditions, and limitations specified in this Agreement, <u>Village of East Syracuse</u> ("Customer") hereby engages Davis-Ulmer Sprinkler Company, Inc. ("Company") to perform inspection services at the premises specified in Section I below (the "Property"), and Company agrees to perform such services subject to all terms, conditions and limitations specified in this Agreement and as outlined in Section II.

SECTION I - C	USTOMER & PROPERTY INFORMAT	ION
Property: Address:	Village of East Syracuse 204 N Center Street East Syracuse NY 13057	Billing Address (If different from Property):
Phone: Cell: E-Mail: Property Owner	Janet 315-663-7699 315-437-3541 iforest@villageofeastsyracuse.com (If different from Customer):	Phone: Fax: E-Mail:
Customer is author	orized by the owner to enter into this Agreen ces described below, and (ii) Customer authors	resents, warrants and covenants to Company that nent and allow Company to access the Property and orizes Company to communicate the results of any
SECTION II - I	NSPECTION	
Single Mo	s Company-to perform a porthly Quarterly Semi-Annual Quarterly and/or alarm/sec	Annual 🛛 Other (See Frequencies Below) urity equipment installed on or within the Property.
Systems to be ins	pected:	
4 Wet Sprinkler S 1 Backflow Device	Systems - Quarterly ce - Annual	
	s – Annual (optional) d at customer request for \$5/each while on si	te for sprinkler inspection.
The Scopes(s) of	Work are included. Actual inspection date(s)	will be determined by Company.
SECTION III -	TERM, INSPECTION FEE, AND PAYM	ENT

The term of this Agreement shall be for a period of three (3) Years.

Customer agrees to pay the total annual sum of One Thousand Eighty Dollars (\$1080). Customer will be invoiced following each inspection, the sum of Two Hundred Seventy Dollars (\$270). Specified fee does not include any applicable sales or other tax. Customer is responsible for all applicable taxes.

Company will issue an invoice promptly upon completion of each inspection. Customer will pay each invoice in full, without any setoff or deduction whatsoever, no later than 30 days after receipt of invoice. Any amounts past due will be subject to a finance charge equal to the lesser of 1.5% per month or the maximum legal rate. Customer agrees to reimburse Company for all costs of collection, including attorneys' fees.

Property: Licensed by NYS Dept. of State



## **SECTION IV - OTHER TERMS AND LIMITATIONS**

- This Agreement is for inspection services only. If Customer wants Company to make any repairs, alterations or replacements as a result of the inspection services performed pursuant to this Agreement, such work and the additional compensation to Company must be specified in a separate written agreement between Company and Customer.
- 2. Any additional system equipment added to the Property after the date of this Agreement or not otherwise specified in Section II of this Agreement is not included in the inspection services to be provided pursuant to this Agreement. Inclusion of any such other equipment will require execution of an amendment to this agreement and adjustment of the inspection fee.
- 3. The inspection services provided by Company pursuant to this Agreement are limited to an evaluation of the functionality of the equipment identified in Section II above. The Scope(s) of Work incorporated into this Agreement do not include observation of design or engineering deficiencies with any fire protection system. Company will not evaluate or express any opinion as to whether the design and/or installation of the system are suitable for the Property or the operations at the Property.
- 4. Company's inspection is limited to a visual inspection of external readily accessible parts of the system and will not include every component including but not limited to sprinkler heads, pipe, fittings, hangers, pull stations, smoke detectors, conduit wire or other parts of the system being inspected. Customer understands and agrees that if the business is one that consists of multiple buildings or buildings with multiple rooms, including but not limited to hotels, motels, nursing and personal care homes, hospitals, apartment buildings, dormitories, office buildings and similar occupancies, the scope of work provided by Company does not include inspecting every sprinkler in every room for damage or obstructions, loading or any other deficiency. It is the Customer's responsibility to monitor conditions that would affect the operation of a sprinkler in event of a fire. It is also the responsibility of the Customer to notify Company if they feel a condition exists that may impact sprinkler operation. THEREFORE, BY CONDUCTING ITS INSPECTION UNDER THIS AGREEMENT, COMPANY DOES NOT GUARANTEE OR WARRANT THE CONDITION OR OPERATION OF EVERY PIPE, SPRINKLER HEAD OR OTHER PART OF THE FIRE PROTECTION AND/OR FIRE ALARM/SECURITY SYSTEM ON THE PROPERTY.
- 5. AS A MATERIAL INDUCEMENT FOR COMPANY TO PROVIDE THE SERVICES SPECIFIED IN THIS AGREEMENT AT THE INSPECTION FEE QUOTED IN THIS AGREEMENT, CUSTOMER AGREES THAT COMPANY'S LIABILITY TO CUSTOMER AND ALL THIRD PARTIES WITH RESPECT TO ANY CLAIM UNDER THIS AGREEMENT, OR ARISING FROM THE SERVICES FURNISHED BY COMPANY, SHALL BE LIMITED TO THE LESSER OF \$1000.00 OR THE TOTAL CONSIDERATION ACTUALLY RECEIVED BY COMPANY UNDER THIS AGREEMENT. THE FOREGOING LIMITATION SHALL APPLY TO ALL CLAIMS REGARDLESS OF THE NATURE THEREOF, INCLUDING CLAIMS ASSERTED AS A BREACH OF CONTRACT, A BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. IN NO EVENT SHALL COMPANY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES, OR DAMAGES FOR LOST PROFITS. If Customer desires Company to accept an increased limit of liability for the services provided under this Agreement, Company will provide an alternate inspection fee quote reflecting such increased limit, provided, however, that the increased limit shall be effective only upon Company's and Customer's execution of a replacement agreement confirming the same and Customer's payment of the alternate fee.
- 6. The Company is not responsible for any damages due to: (1) incompatibility of materials within a CPVC piping system, or (2) corrosion, or deterioration of piping due to Customer's water supply, atmospheric conditions, soil quality, or any other condition at Customer's facility that adversely affects the integrity of the fire protection system
- 7. Company, following each inspection, will provide to Customer a written "Report of Inspection" ("Report"). If required and/or with prior written authorization, Company will provide copies of the Report to the local or state authority having jurisdiction on behalf of Customer. If requested by Customer, a copy of the Report will also be forwarded to Customer's insurance company. The Report and recommendations, if any, by Company are only advisory in nature and are intended to assist Customer in reducing the possibility of loss to the Property by indicating obvious defects or impairments to the system(s) which were discovered by Company's inspection and which should receive prompt attention.
- 8. Customer agrees to obtain and shall be solely responsible to maintain property and casualty insurance for the Property, all contents therein, and operations performed within or around the Property. No insurance company, insurer or bonding company or their successors or assigns shall have any right of subrogation or otherwise against Company arising out of this Agreement or the services provided by Company pursuant to this Agreement.

- 9. Customer agrees to indemnify, defend and hold harmless Company, its agents, and employees from and against any and all claims, demands, suits, liabilities, damages, judgments, losses and expenses (including, without limitation, attorneys' fees) which may be asserted against or incurred by Company by any third party arising out of or related to this Agreement or the services provided by Company pursuant to this Agreement.
- 10. Company will make every reasonable effort to prevent the discharge of water into or onto areas of landscaping, decorative pavement, etc., at the Property, however it is Customer's responsibility to provide sufficient and readily accessible means to accept the full flow of water that may be required by tests as determined by the type of inspection and to take measures to eliminate the formation of ice in any area where a slip and fall hazard could occur.
- 11. This Agreement may not be assigned by Customer without the written consent of Company.
- 12. This Agreement may be signed in counterparts; a signed facsimile, photocopy, and/or electronic mail of this Agreement shall be as binding on both parties just as though this Agreement were executed in its original, preprinted form.
- 13. This Agreement constitutes the entire Agreement between Company and Customer regarding the subject matter hereof and supersedes all prior agreements and understandings relating thereto. Although Customer for its convenience or in furtherance of its internal procedures may issue to Company a purchase order, order acknowledgement or similar form in connection with the services provided by Company pursuant to this Agreement, no term or condition in any such form that is different from or in addition to the terms set forth in this Agreement shall be applicable, and all such different or additional terms shall be ineffective and void. This Agreement cannot be amended or modified except by a writing signed by Customer and Company.
- 14. Customer acknowledges Company is relying upon the accuracy of the information regarding Customer and the Property set forth in Sections I of this Agreement. Customer represents that all such information is complete and accurate as of the date on which this Agreement is signed by Customer. Customer will promptly advise Company in writing of any change to such information.
- 15. For multiple year agreements, acceptance of this agreement allows for a maximum of 5% increase per year for rising operating costs. If an increase of more the 5% is necessary, Company will notify Customer in writing.
- 16. Other inclusions, exclusions, or attachments( if any).
- 17. Davis-Ulmer Sprinkler Co., Inc. is not a Disadvantaged Business Enterprise. Furthermore, no DBE participation goals or requirements are included or inferred. Should this project involve DBE goals or requirements please advise in writing regarding the specific nature of those goals or requirements and specifically how they impact Davis-Ulmer Sprinkler.

## SECTION V: THIRD PARTY AUTHORIZATION

Customer requests and authorizes Company to provide the following designated parties with the Report information outlined below:

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Company:			25
Attn:			
Address:			
City, State, Zip			
Phone/Fax:			
E-Mail:			
Report to Send:			
		The state of the s	



SECTION VI: ACCEPTANCE AND SIGNATURE					
Customer:	Village of East Syracuse		Davis-Ulmer Spi	rinkler Company, Inc.	
SIGNATURE:			SIGNATURE:		
NAME:			NAME:		
TITLE:			TITLE:		
DATE:			DATE:		

By signing above, Customer acknowledges that it has reviewed, understands and agrees to all terms and conditions of this Agreement including, without limitation, the Scope(s) of Work furnished by Company with this Agreement.

The inspection fee quoted is for acceptance within thirty (30) days from Company's presentation of this Agreement to Customer. If not accepted by Customer within such 30-day period, Company will be pleased to submit a revised quotation. Agreement is not binding on Company until credit approval for Customer is issued by Company. If required, a Credit Application is attached.

Please return agreement to Amanda Stagnitta by email at <u>amanda.stagnitta@davisulmer.us.</u> By fax to 315-451-3890, or by mail to 7633 Edgecomb Drive, Liverpool NY 13088.

## **Janet Forest**

From:

Brad Wilder < BWilder@srifiresprinkler.com>

Sent:

Tuesday, April 24, 2018 10:35 AM

To:

Janet Forest

Subject:

Annual Sprinkler Inspection



## Good Morning Janet,

It was a pleasure to meet you yesterday. I appreciate you giving SRI the opportunity to bid on your inspection. We would do your annual sprinkler inspection, at your building, for \$300.00. We could also test any backflow preventers in your building for an additional \$65.00 per backflow. I saw that you have one on the sprinkler system as well as the domestic line. If you are interested let me know. I'll need to get some additional information from you, and I can have contract sent to you.

#### Sincerely,

Brad Wilder, Superintendent SRI Fire Sprinkler LLC 6500 Joy Road ~ Syracuse, NY 13057 http://www.srifiresprinkler.com (P) 315-373-0645 (M) 315-383-8593 (F) 315-373-0647





6597 Joy Road - East Syracuse, NY 13057 ph (315)622-1313 - fax (315)622-2900 www.nagleathletic.com

\$32,431



Quality. Service. Value. It's what we do.

## **PROPOSAL**



Proposal # P-002842-2

Proposal Submitted To:	At:
Tom Richardson	Village of East Syracuse
Street:	City, State and Zip Code:
500 McCool Avenue	East Syracuse, NY 13057
Phone and Fax Number:	Date of Proposal:
(315) 463 - 6714	04/03/2018
Name of Job:	Location of Job:
Ellis Field Park Courts Resurfacing	Ellis Field Park

Furnish all materials, labor and insurance to install the following:

#### WORK TO BE PERFORMED AT ELLIS FIELD PARK ATHLETIC COURTS:

- 1. Thoroughly clean surface with pressure washing. (Nagle Athletic Surfaces uses the Cyclone 5000Y vehicle mounted and the Cyclone CY210 walk-behind units for pressure washing. These units produce hot water and are equipped with a rotating high-pressure washing head capable of producing 4,000 PSI while controlling water run-off.) Facility owner is responsible for providing a water source for washing surfaces.
- 2. Air blow and clean all bituminous concrete surfaces.
- 3. Thoroughly clean 1325 linear feet of existing cracks, fill to refusal with Laykold Crack Filler and Two Component Poly crack filler. Filled cracks to be sanded and coated with Bond Kote prior to color surfacing. (Crack filling is a temporary remedy, no warranty is expressed or implied for these repairs.)
- 4. Patching of one low spot on basketball court as discussed per ASBA industry standards. (Patching will reduce ponding but will not eliminate bird baths).
- 5. Install one coat acrylic resurfacer fortified with 60 mesh angular sand to entire area.
- 6. Install two coats color fortified with 80 mesh rounded sand to entire area.
- 7. Layout, mask and paint two sets of tennis lines with acrylic white line paint.
- 8. Layout, mask and paint existing sets of basketball lines with acrylic white line paint.
- 9. Layout, mask and paint one set of handball lines with acrylic white line paint.
- 10. Thoroughly clean general work area.

#### Colors to be selected by owner.

Note: Repairs to fence post concrete footers, inside and outside the fence, are not included in this proposal. The footers will be caulk crack filled only where necessary and painted.

Price based on paying prevailing wage rates to Nagle Athletic Surfaces, Inc.'s employees. Additional labor required by local unions is not included in this price.

#### SALES TAX NOT INCLUDED IN PRICE - TAX EXEMPT

We Propose hereby to furnish materials and labor-complete in accordance with the above specifications, for the sum of :

\$32,431.00



410 Route 22, Brewster, NY 10509 - Phone: (914) 232.1640 - Fax (914) 232-1802 - www.sportlechconstruction.com

Tom Richardson
Village of East Syracuse
500 McCool Ava.
East Syracuse, NY 13057
Phone# 315 463-6714
trichardson@villageofeastsyracuse.com

Date 04/24/18

#### WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR: Ellis Field Park

CRACK REPAIR & RESURFACING OF TWO (2) ALL-WEATHER TENNIS COURT(S) - Total area comprises approximately () Square Yards.

- PRESSURE WASHING Utilizing a walk behind pressure washer, remove all dirt, mildew and other contaminants for the entire surface area. Thoroughly air blow and clean the entire court surface. (Water to Be Supplied)
- LOW SPOT / BIRD BATH REPAIR After all low spots/birdbaths have been identified by the owner and agreed upon
  mutually, level and fill with DECO ACRYLIC CRACK AND LEVELING BINDER PATCH. (Note: Total water removal is not
  always attainable and not guaranteed).
- CRACK REPAIR Rout, air blow and clean and total of approx. (1330) lineal feet of existing structural crack. Fill to refusal
  with LAYKOLD DEEP PATCH ACRYLIC CRACK AND LEVELING BINDER. Multiple applications may be necessary.
  Structural cracks cannot be repaired permanently with surface procedures; therefore, Sport-Tech Acrylics Corp.
  cannot guarantee these repairs.
- 4. LAYKOLD ACRYLIC RESURFACER Furnish and apply (1) coat(s) of LAYKOLD ACRYLIC RESURFACER to Armor Repairs first then to entire court area.
- LAYKOLD ACRYLIC FILLER Furnish and apply (2) coat(s) of fully pigmented LAYKOLD ACRYLIC FILLER. Colors to be (xxxx) inbound and (xxxx) outbound.
- LINE STRIPING- Layout and hand paint (2) set(s) of Tennis playing lines, All Existing Basketball Court Lines, and 1 set of Handball Lines, as per AMERICAN SPORTS BUILDERS ASSOCIATION (ASBA) specifications using LAYKOLD ACRYLIC TEXURED WHITE LINE PAINT.
- 7. CLEAN UP -- Clean up general work area.
- GENERAL PROVISIONS Price does not include the cost of bonds, contract specific insurance riders, taxes, surveys, inground equipment, asphalt and/or concrete REPAIRS TO THE RECEIVING SURFACE.
- 9. PREVAILING WAGE The following price is based on the payment of prevailing wage rates to all workmen employed. All labor provided for the work on this contract by SPORT-TECH ACRYLICS CORP, will be open shop. Any union labor required due to the general contractor's contractual agreements, (Project Labor Agreements), or job specific apprenticeship requirements will be provided by the General Contractor at no cost to SPORT-TECH ACRYLICS CORP.
- Proposal submitted by Michael Edgerton President, SPORT-TECH ACRYLICS CORP. (CTCB Certified Tennis Court Builder).



\* The planarity of the court will remain the same, ponding will not be addressed but due to the existing asphalt surface some of the birdbaths will remain.

\* NOTE: ALL WORK AND MATERIALS ARE GUARANTEED FOR ONE YEAR. \*

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WE PROPOSE HEREBY TO FURNISH MATERIAL AND LABOR - COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS FOR THE SUM OF:

TOTAL - Thirty-Eight Thousand Three Hundred DOLLARS ......\$38,300.00 PAYMENT TO BE MADE AS FOLLOWS:

(1)	NET 30 DAYS		
1.7	1101 41 41 41 41 41 41 41 41 41 41 41 41 41	 	

## **ACCEPTANCE OF PROPOSAL:**

AUTHORIZED SIGNATURE\_\_\_\_\_

Note: This proposal may be withdrawn by us if not accepted within 120 days.

ACCEPTANCE OF PROPOSAL: The above prices, specifications, terms and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.







12724

NASSAU, NEW YORK 12123 (518) 788-2932 FAX (518) 788-2932 FAX (518) 766-3603 "The pavement maintenance people...since 1945"

Proposal Submitted To:	At:
Mr. Thomas Richardson	East Syracuse Village of
Street:	City,State and Zip Code:
500 McCool Avenue	East Syracuse , NY 13057
Phone and Fax Number:	Date of Proposal:
(315) 463-6714	5/2/2018
Name of Job:	Location of Job:
Athletic Courts	East Syracuse Village of : Ellis Field Park

COPELAND COATING COMPANY, a DIVISION of CRAFCO INC., proposes to furnish all materials, tabor and insurance to REPAIR and RESURFACE the EXISTING ATHLETIC COURTS at ELLIS FIELD PARK located in EAST SYRACUSE, N.Y. Procedure as follows:

- . PRESSURE WASHING Utilizing a SPRINT TC-2220 HYDRO JET BLASTER, by IMPACT FORCE, INC. Remove all dirt, mildew and other contaminants from the entire surface area. Thoroughly air blow and clean the entire surface.
- . CRACK REPAIR Rout, air blow and clean a total of approximately 1325' LINEAL FEET of existing structural crack. Fill to refusal with ACTION PAVE ACRYLIC CRACK AND LEVELING BINDER PATCH. Multiple applications may be necessary. Structural cracks cannot be repaired permanently with surface procedures, therefore Copeland Coating Company Inc. cannot guarantee these repairs.
- LOW SPOT / BIRDBATH REPAIR Identity 1 LOW AREA, level and fill with ACTION PAVE ACRYLIC CRACK AND LEVELING BINDER \*\*\* Note: Total water removal is not always attainable and not guaranteed. \*\*\*

. CLEANING - Thoroughly air blow and clean the entire surface.

- 5 . ACTION PAVE ACRYLIC RESURFACER Furnish and apply 1 COAT of ACTION PAVE ACRYLIC RESURFACER to the entire court area.
- . ACTION PAVE ACRYLIC FILLER Furnish and apply 2 COATS of fully pigmented ACTION PAVE ACRYLIC FILLER to the entire court area...Color to be OWNERS' CHOICE from the manufacturer's standard color selections. 8
- . LINE STRIPING Layout and hand paint 2 sets of regulation TENNIS playing lines per AMERICAN SPORTS BUILDERS ASSOCIATION (ASBA) specifications, existing BASKETBALL lines and 1 set of HANDBALL lines using ACTION PAVE ACRYLIC TEXTURED LINE PAINT. 7
- . CLEAN UP Clean up general work area.
- . PREVAILING WAGE -The following price is based on the payment of prevailing wage rates to all workmen employed. All labor provided for the work on this contract by COPELAND COATING COMPANY will be open shop. Any union labor required due to the general contractors contractual agreements, (Project Labor Agreements), or job specific apprenticeship requirements will be provided by the General Contractor at no cost to COPELAND COATING COMPANY.
- 10 . Proposal submitted by Albert N. Giamei Jr. Sales / Senior Project Manager

#### TAX EXEMPT FORM REQUIRED WITH ORDER

We propose hereby to turnish materials and labor-complete in accordance with above specifications, for the sum of:

ThirtySix Thousand Five Hundred And Zero/100 Dollars \$ 36,500.00

Payment to be made as follows:

**NET 30 DAYS** 





## Virtual Towns & Schools - Services Contract Addendum

Agreement between Virtual Town Hall Holdings, LLC of Boxborough, MA ("VTHH") and the Village of East Syracuse, New York ("Client").

#### WITNESSETH:

WHEREAS, VTHH is the current primary website services provider for Client, and

WHEREAS, the Client hereto desires to redesign the look & navigation of its current VTHH website,

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties hereby agree to amend their current agreement as follows:

- 1. VTHH will provide a new, custom design for the main website based on the Client's direction and ultimately approved by the Client prior to implementation.
- 2. Services summary, payment terms, and other elements for this addendum are contained in Exhibit A hereto. Note: This addendum comprises one-time services and costs, VTS's annual costs will remain unchanged from the current contract.

Village of East Syracuse, New York 204 North Center Street East Syracuse, NY 13057	Virtual Town Hall Holdings, LLC 1300 Massachusetts Avenue Boxborough, MA 01719
Signature	Millard Rose
Name	President
Title	(Date)
Date	

Keeping You Ahead of Rising Expectations

## Exhibit A

# One Time Charges: Design & Development Village of East Syracuse, NY

## Phase 1: Main Website Design (Including "Responsive Design")

- Create Site Homepage Design & Layout; Modify Design until Approved
- Create Subpage Design & Layout

## Phase 2: Site Implementation

- Identify Global Navigation, Cascading Navigation & Related Links
- Implement Design within VTS Responsive Design Content Management System

## **Phase 3: Content Development**

• Re-map All Existing Web Pages as Necessary into New Design

## Phase 4: User Training

One (1) On-Line Group Training Session (Approx 1.5 to 2 hrs).
 Note: Small Amount of Training Needed for Existing Users.

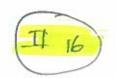
## **Phase 5: Website Deployment**

- Final Site Review and Link Checking
- DNS Actvities

**Total "One-Time" Charges for Project:** 

\$3,000.00





5089 Whirlybird Lane East Syracuse, NY 13057

Tel.: 315-422-0730 Fax: 315-422-9073 1-800-724-2590 www.harrob.com

May 3, 2018 East Syracuse Fire Attn: Chief Brewster Re: Engine 1

Chief

Please review the bumper replacement for Engine 1

We are going to replace the stainless steel bumper with a steel pained bumper to match the bumper that is on your new rescue

We are going to fabricate the bumper from 10 inch steel channel

The bumper will have all the cut outs for the siren speakers, the air horns and the side warning lights

All the mounting holes for the frame rail horns and the stone shield shall be installed in the bumper before it is coated

At this point the only company locally that has a coating/curing oven is BBD Coatings on Otisco Street in the city, the gentleman I spoke with on Thursday had not got back to me on a firm cost but thought it would run around \$750.00 We would brush touch the small scratch in the paint on the right side cab radius and buff

#### Estimate as follows

Fab new bumper, power cost red to match the truck paint color, cut stone shield to fit, straighten as needed and install on the truck Estimated cost \$4275.00 \$\frac{4}{4} \omega \omega \cdots \omega \omega

We have the channel in stock and can start it the week of May 14<sup>th</sup> and get it to the power coaters for coating

If you wish to just paint the bumper with PPG with a couple extras coats of clear coat the cost is the same but the time frame is faster

Questions please call anytime

Thanks for thinking of Har-Rob Fire

Jim Harris

