



MAINTENANCE AGREEMENT for BUILDING ENVIRONMENTAL SYSTEMS

Proposal Number: PM10146HG

Proposal Date: 9/21/2026

BY AND BETWEEN:

Postler & Jaeckle Corp.
615 South Avenue
Rochester, New York 14620

AND

New Haven Town Offices
PO Box 141, State RT 104
New Haven, NY 13121

Hereinafter CONTRACTOR

Hereinafter CUSTOMER

SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S):

New Haven Town Highway Garage
New Haven, NY 13121

MAINTENANCE PROGRAMS: (type of program for above location is highlighted)

Tier 1 Inspection Maintenance

Tier 2 Preventive Maintenance Program

Tier 3 Preventive Maintenance Full Service Program

Tier 4 Preventive Maintenance and Equipment Replacement Program

PREVENTIVE MAINTENANCE PROGRAM DESCRIPTION:

Our PREVENTATIVE MAINTENANCE PROGRAM provides the customer with ongoing scheduled maintenance. The program will be initiated, scheduled, administered, monitored, and updated by the CONTRACTOR. The service activities will be directed and scheduled, on a regular basis, by our equipment maintenance scheduling system based on manufacturer's recommendations, equipment location, application, type, run time, and Contractor's own experience. Throughout this program, The Customer will receive detailed service reports for all work performed.

TEST AND INSPECT: Job 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; water condition; flue gas analysis; safety controls; combustion and draft; crankcase heaters; control system, 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.



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PREVENTIVE MAINTENANCE PROGRAM DESCRIPTION (CONTINUED):

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

- **CLEANING** (non-chemical brush cleaning) coil surfaces; fan impellers and blades; electrical contacts' burning orifices; passages and nozzles; pilot and igniter; cooling tower baffles, basin, sump and float; chiller, condenser and boiler tubes, etc.
- **ALIGNING** belt drives; drive couplings; air 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 unlades; damper close-off; sump floats, etc.
- **LUBRICATING** motors; fan and damper bearings; valve stems; damper linkages; fan vane linkages, etc.

TASKING:

- A "**CUSTOMIZED**" TASKING SHEET WILL BE MADE UPON ACCEPTANCE OF THIS PROPOSAL.
- THIS WILL HAVE ALL THE EQUIPMENT INFORMATION, ALONG WITH WHAT SERVICE WILL BE PERFORMED DURING EACH SCHEDULED VISIT.



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INVENTORY OF EQUIPMENT

QTY	SYSTEM COMPONENT(S)	MAKE	MODEL# SERIAL#	RATING/ TONS/HP	FILTERS	BELTS	LOCATION
2	INFRED HEATERS	VANTAGE II		20,000BTU			HIGHWAY GARAGE



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SPECIAL PROVISIONS/SERVICES:

SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATIONS (S):

New Haven Town Offices, New Haven, NY 13121

Contractor will provide the following to the customer:

One Comprehensive Annual Shutdown on the following equipment:

- (2) Vantage II Gas Fired Infrared Hanger Heaters

General

- Report in with Customers Representative.
- Record any abnormal conditions, measurements taken, etc.
- Review customer's logs with customer for operational problems.

Complete Inspection Boilers and make-up air units

- Visually check and clean burners.
- Check and test rollout switches.
- Check, clean and adjust pilots
- Clean flue gas passageways.
- Check the heating surfaces and water side for corrosion.
- Check gas pressure and main train for leaks.
- Test low pressure gas.
- Verify all settings and programming in the electronic control panel.
- Inspect and clean the control panel.
- Inspect wiring and connections for tightness and signs for overheating and discoloration.
- Verify the operation of the electrical interlocks.
- Clean burner fan wheel and dampers.



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SPECIAL PROVISIONS/SERVICES (continued):



Emergency service is available by contacting the following number:

315-455-5587 or after hours 1-800-724-4252

- Computerized maintenance tasking will be maintained for your location. This tasking will be implemented and in place ninety (90) days after our initial inspection.
- Our customer service representative will be in contact with you on a regular basis to ensure that all work is completed to your satisfaction and all of your questions are answered.
- All work performed will be done in compliance with all OSHA and state regulations regarding safety.
- We can provide the following services as an option, in addition to your present service agreement with Postler & Jaeckle Corp's Service Division:
 - Backflow Preventer Testing
 - In-house Engineering Capabilities
 - Automated Controls Service
 - Sewer and Drain Cleaning
 - Sewer Video Inspection and Pipe Locating
 - Plumbing Service
 - Sprinkler Testing
 - Water Treatment
 - Remote Site Monitoring



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PRICING/TERM PROVISIONS:

- Agreement coverage will begin on October 01, 2026. The agreement price will be **\$1,244.00 (One Thousand, Two hundred and Forty-four dollars and no cents)** per year, payable **\$311.00** per quarter, plus any applicable taxes.
- This Agreement's term will run from October 01, 2026 through September 31, 2027.
- This agreement is for one (1) year.
- Postler & Jaeckle Corp. reserves the right to adjust this agreement on an annual basis. Any increase will reflect increases in our labor and material costs, this includes the hourly rate.
- If this agreement is cancelled before its term, all work done to that time will be billed on a time and material basis.
- This proposal is the property of Contractor and is provided for Customer's use only. Contractor guarantees the price stated in this Agreement for thirty (30) days from proposal date above. This proposal will become a binding Agreement only after acceptance by Customer and approved by an officer of Contractor as evidenced by their signatures below. This Agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Contractor which is not expressed herein. This annual Agreement shall continue in effect from year to year unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary date.

CONTRACTOR:

Derek Richards

General Manager (Signature)

Print/Type Name Derek Richards

Approved for Contractor:

George Woons (Signature)

VP Service Division

Date: _____

CUSTOMER: New Haven, Town Of

Authorized Representative (Signature)

Authorized Representative (Print/Type)

Authorized Representative Title (Print/Type)

PO # (if required): _____ ☐ N/A

Date: _____



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TERMS AND CONDITIONS

1. Customer Shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours.
2. In case of any failure to perform its obligations under this Agreement, Contractor's liability is limited to repair or replacement at its option and such repair or replacement shall be 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, Contractor may either remove the unacceptable system(s), component(s), or part(s) from its scope of responsibility and adjust the annual agreement price accordingly or cancel 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, Contractor may stop 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 Contractor's rates then in effect) over the sum stated in this Agreement.
8. Contractor 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 Contractor's personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than Contractor's personnel perform such work, Contractor may, at its option cancel this Agreement or eliminates the involved item of equipment from inclusion on this Agreement.
10. In the event Contractor must commence legal action in order to recover any amount payable or owed to Contractor under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.
11. Any legal action against the Contractor relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of work.
12. Contractor 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 Contractor'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 Contractor, its agent 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 Contractor.
14. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
15. Contractor 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 Contractor's work under this agreement.
16. Contractor's obligation under this proposal and any subsequent contract does not include the indemnification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous material. In the event such substances, wastes and materials are encountered, Contractor's sole obligation will be to notify the Owner of their existence. Contractor 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 CONTRACTOR 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 Contractor's rates then in effect.