



NORTH COUNTRY SPCA
FRANCES MILLER ADOPTION CENTER
P.O. Box 55, Elizabethtown NY 12932

Wendy Beeman-Tibbitts
Executive Director



November 11, 2025

Board of Directors

Denise Wilson Davis
Caroline Fine
Nancy Master
John Orberg
Margaret Reuther
John Sawyers
Audrey Sparre
Tom Stransky
Chase Twichell

Phone
518-873-5000

Email
info@ncspca.org

Web
www.ncspca.org

Facebook
www.facebook.com/
NorthCountrySPCA

Dear Town Supervisor,


Attached please find the standard contract that the shelter is offering municipalities for 2026. Please note that the deadline to sign and return this contract is **January 31, 2026**. The North Country SPCA will not accept any contracts for 2026 after this deadline.

This contract covers Article 7 cases only. Cases involving law enforcement seizures or animals that are removed from a home or a vehicle at the time of an owner's arrest, are not included in this contract. Nor are any dangerous dog holds.

I have also enclosed a copy of the DL18 and Health Assessment that is required for each dog that is brought to the shelter under this contract.

Please call or email with any questions or concerns.

Respectfully,


Wendy Beeman-Tibbitts
Executive Director

Sent via email w/encs.



2026 AGREEMENT FOR DOG POUND/SHELTER SERVICES

This Agreement is by and between the North Country Society for the Prevention of Cruelty to Animals, Inc. ("the NCSPCA"), a New York not-for-profit corporation having its offices and principal place of business in the Town of Elizabethtown, Essex County, State of New York, and the Town of Wilmington ("the Town"), a New York municipal corporation with offices in the Town of Wilmington, Essex County, State of New York. Collectively, the NCSPCA and the Town may be referred to herein as "the Parties."

WHEREAS, the Town seeks to comply with the applicable provisions of the New York State Agriculture & Markets Law, and the rules and regulations promulgated pursuant to it, for the control of dogs; and

WHEREAS, the NCSPCA seeks to contract with the Town to provide dog pound/shelter services for seized dogs on a case by case basis when kennel space allows.

NOW, THEREFORE, in consideration of their covenants and promises herein, the adequacy of which is hereby acknowledged, the Parties agree as follows:

1. The Town's Dog Control Officer may bring to the NCSPCA located in Elizabethtown, NY, such seized dog (s) that he/she deems proper for sheltering there and does not require immediate veterinarian care, upon advance notification and consent from the NCSPCA.

2. New York State Police or Essex County Sheriff's Department may bring to the NCSPCA located in Elizabethtown, NY, any legitimately seized dog (s) that does not require immediate veterinarian care, upon advance notification and consent from the NCSPCA.

3. The Parties understand and agree that the NCSPCA will accept animals only if kennel space is available.

4. During reasonable business hours; the Town's Dog Control Officer must contact the NCSPCA at (518) 873-5000 to obtain consent or, outside of reasonable business hours, contact Wendy Beeman Tibbitts, Executive Director at (518) 569-6925.

5. During reasonable business hours; the New York State Police or Essex County Sheriff's Department must contact the NCSPCA at (518) 873-5000 to obtain consent or, outside of reasonable business hours, contact Wendy Beeman Tibbitts, Executive Director at (518) 569-6925.

6. The NCSPCA will provide and maintain a shelter-pound for seized dogs; will properly care for all animals accepted at its Elizabethtown Shelter, with board and keep for any mandated period; and thereafter will humanely euthanize or make available for adoption seized dogs not redeemed as provided in Article 7 of the New York State Agriculture & Markets Law. The Elizabethtown Shelter shall at all times be under the care and charge of a competent employee and shall be open to the public at reasonable times.

7. In consideration of the services being provided to the Town for the period of January 1, 2026 through December 31, 2026, the NCSPCA shall receive from the Town the sum of \$350.00 for each dog that is not claimed by the owner within the time allowable by law. This fee is to be paid to the NCSPCA within 30 (thirty) days of the seizure, regardless of who seized the dog and transported to the NCSPCA. NYS law requires a minimum 5 day hold period.

8. In addition, the NCSPCA shall collect all impoundment fees set forth in Section 118 of Article 7 of the Agriculture and Markets Law and shall have a right to retain such monies as its own in consideration of this Agreement. In the event that the Town may set by local law or ordinance any fees in excess of such amounts, those additional fees shall be collected by the NCSPCA and remitted to the Town, less a 10% administrative fee.

9. The NCSPCA is not, and shall not be deemed to be an animal control officer or peace officer under contract to, or employed by the Town, and nothing in this Agreement, or done pursuant to it, shall be deemed evidence of any such status.

10. RECIPROCAL INDEMNIFICATION CLAUSES

a. NCSPCA shall defend, indemnify and hold harmless Town of Wilmington to the fullest extent allowed by law, and notwithstanding any insurance requirements, from and against any and all liability, losses, claims, actions, demands, damages, expenses, suits, judgments, orders, causes of action and claims, including but not limited to attorney's fees, legal costs, and all other costs of defense, by reason of any liability whatsoever imposed by law or otherwise upon the Town of Wilmington for damages to person, property or of any other kind in nature, including but not limited to those for bodily injury, property damage, death arising out of or in connection with its officers, employees, agents, contractors, sub-contractors, guests or invitees negligence or its/their performance or failure to perform this agreement.

b. Town of Wilmington shall defend, indemnify and hold harmless NCSPCA to the fullest extent allowed by law, and notwithstanding any insurance requirements, from and against any and all liability, losses, claims, actions, demands, damages, expenses, suits, judgments, orders, causes of action and claims, including but not limited to attorney's fees, legal costs, and all other costs of defense, by reason of any liability whatsoever imposed by law or otherwise upon NCSPCA for damages to person, property or of any other kind in nature, including but not limited to those for bodily injury, property damage, death arising out of or in connection with its officers, employees, agents, contractors, sub-contractors, guests or invitees negligence or its/their performance or failure to perform this agreement.

c. Each party agrees to provide the other with prompt notice of any demand, claim, cause of action or suit to which these indemnification provisions apply. The Town shall indemnify, save and hold the NCSPCA harmless from and against any and all claims of damages incurred on account of the seizure, euthanization or adoption of any animal.

11. Any modification of this Agreement shall be effective only if it is in writing and signed by the Party(ies) to be bound thereby.

12. This Agreement constitutes the entire Agreement between NCSPCA and the Town pertaining to the subject matter hereof, and it supersedes all prior or contemporaneous written and/or verbal agreements and understandings between them in connection with the subject matter of this Agreement. Its terms are contractual and not mere recitals. The Parties have both participated in and agree to its terms, and the rule of contract construction commonly referred to as contra proferentum shall not be applied,

13. This Agreement and the rights and obligations hereunder shall be construed under and governed by the laws of the State of New York, and the Parties hereby consent to the jurisdiction of the courts of the State of New York over any action(s) arising out of and/or in any way related to this Agreement.

14. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to certain circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

15. The Parties shall not be deemed to have waived any of their respective rights under this Agreement, unless that waiver is in writing and signed by the Party against whom such waiver is sought to be enforced. No delay in exercising any right shall be deemed a waiver, nor shall a waiver on one occasion operate as a waiver of such right on a future occasion.

16. The Parties, or either of them, may terminate this Agreement with ten (10) days written notice, to their following addresses:

NCSPCA: PO Box 55
Elizabethtown, New York 12932

Town of Wilmington Springfield Road
Wilmington, New York 12997

For the purpose of this Agreement, the date of receipt of notice shall be the actual date of receipt, or three (3) days after the date of mailing, whichever is the earlier.

IN WITNESS WHEREOF, the Parties have executed this Agreement in person, or by their duly authorized officers or agents.

Dated: _____, 20__

North Country SPCA, Inc.

By: _____
Executive Director, NCSPCA

Dated: _____, 20__

Town of Wilmington

By: _____
Town Supervisor

DOG SEIZURE AND DISPOSITION REPORT

TOWN/CITY/VILLAGE _____ COUNTY _____

DOG CONTROL RECORD NUMBER _____

DATE SEIZED BY OFFICER _____ TIME SEIZED _____

LOCATION WHERE SEIZED _____

REASON FOR SEIZING _____

NAME OF SEIZING OFFICER _____

NAME/ADDRESS OF SHELTER _____

DATE RECEIVED AT SHELTER _____ RECEIVED BY _____

IF NOT REDEEMED, DATE AVAILABLE FOR SUBSEQUENT DISPOSITION _____

DOG DESCRIPTION:

BREED _____ SEX _____ COLOR _____ AGE _____

LICENSE TAG NUMBER _____ OTHER ID _____ MUNICIPALITY _____

NOTES: _____

OWNER INFORMATION, IF KNOWN: _____ NUMBER OF IMPOUNDMENTS PAST 12 MONTHS _____

NAME OF OWNER OF RECORD _____

OWNER ADDRESS _____

OWNER NOTIFIED? DATE & METHOD _____

DISPOSITION OF DOG:

REDEEMED BY OWNER: DATE _____ IMPOUNDMENT FEE PAID \$ _____

DOG LICENSE NUMBER _____ ISSUED BY _____

EUTHANIZED: DATE _____ PERFORMED BY _____

ADOPTED: DATE _____ ADOPTION FEE \$ _____

TRANSFERRED: DATE _____ NAME/ADDRESS OF SHELTER _____

NOTE: TRANSFER ONLY TO A MUNICIPAL SHELTER OR AN INCORPORATED SPCA, HS OR DOG PROTECTIVE ASSOC.

SEIZURE CODES:

1. UNIDENTIFIED & AT LARGE §117.1a
2. UNLICENSED §117.1b
3. THREAT TO PUBLIC SAFETY §117.1c

4. DEER QUARANTINE §120
5. NIGHT QUARANTINE §121
6. DANGEROUS DOG §123

7. LOCAL LAW VIOLATION
8. COURT ORDER
9. OTHER (STATE REASON)

Health Assessment: Article 7 Seized Dog

Dog Name (if known): _____ Date: _____

Location Found: _____

Time of Pick up: _____ Time of drop off: _____

Description of Dog (Breed, Sex, Color): _____

DCO/Officer name: _____

Contact information (phone number): _____

YES NO

Did you see or do you suspect dog was hit by car?		
Are there any obvious wounds, blood present on the dog, or active bleeding?		
Have you observed any blood in stool, urine, or vomit?		
Has the dog vomited?		
Is the dog having trouble breathing?		
Have you observed any coughing, sneezing, or discharge from the nose?		
Is there any swelling anywhere?		
Is there any significant limp or walking abnormality?		
Have you observed any seizures or are they mentally abnormal?		
Is the stomach bloated?		
Did the dog receive any emergency medical care/ was there reason to believe there was an imminent risk to the animal's life?		

If you responded yes to any of the following please provide further details below:

Signature _____

Date _____



Department of Transportation

KATHY HOCHUL
Governor

MARIE THERESE DOMINGUEZ
Commissioner

MICHAEL G. ARTHUR, P.E.
Regional Director

November 12, 2025

Favor J. Smith, Supervisor
Town of Wilmington
P.O. Box 180
Wilmington, New York 12997

RE: 2025/2026 Municipal Snow and Ice Agreement Supplemental Agreement for Contract #D014778

Dear Mr. Smith,

With the Municipal Snow and Ice Agreements now five-year agreements, NYS-DOT no longer needs to approve one-year extensions every year. However, we are still required to adjust the estimated expenditure each year of the contract term to account for changes in labor, materials, equipment, and fixed costs.

Enclosed is the 2025/2026 Municipal Lump Sum Snow and Ice Agreement, Supplemental Agreement and Adjustment/Calculation Worksheets for Contract #D014778. The processing of the attached Supplemental Agreement will require the completion of two (2) copies of the "Supplemental Agreement No.1 to Contract No. D014778 and a resolution from the Municipality's governing body, authorizing the Town Supervisor to enter into the above agreement, where the signature must be notarized.

It is important that the completed Supplemental Agreement be returned to this office for processing as soon as possible and that each copy (two copies to a set) contain the items below.

- 1) Two (2) original "Supplemental Agreement" for the 25/26 season, signed and notarized.
- 2) Two (2) original "Agreement Adjustment/Calculation Worksheet" for the 25/26 season, signed.
- 3) Prepare two (2) Resolutions from the Municipality, complete with Original Signatures and Certified with the Municipal Seal on each.

The agreement adjustment/calculation worksheet for fixed lump sum agreements shows your Labor, Materials and Equipment cost adjustments from the prior year. Your Labor cost was increased by 5.0% as per your Town's resolution. This increase included the agreed percent increase for the year 2025. Material cost for every Town increased by 0.61% due to an \$0.50 increase in the cost per ton for Salt. Equipment Expenditure Rates have been raised by 25.57% for all Municipalities.

Please return the completed paperwork to this office as soon as possible. NYSDOT, 7735 NYS Route 9N, Elizabethtown, NY 12932. If you have any questions, please feel free to give our Office a call at (518) 873-2170.

Contract No.: D014778
Supplemental Agreement No.: 5
Date Prepared: 11/12/2025

SUPPLEMENTAL AGREEMENT No. 5 to Contract No. D014778

This Supplemental Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State"); and the

TOWN OF WILMINGTON ("Municipality")
Acting by and through the _____.

This amends the existing Municipal Snow and Ice Agreement between the parties in the following respects only (*check all that apply*):

- ☐ Amending the contract end date ONLY
- ☐ Amending the number of lane miles/specific roads covered under Paragraphs 7 and 9 of the Original Agreement (revised map attached)
- ☒ Amending the estimated expenditure for the 25/26 season by:
 - ☐ adding funding due to exceeding the Estimated Expenditure for the above-mentioned season (required Amendment B attached with a copy of the final snow & ice voucher, if applicable)
 - ☒ adding funding to adjust the Estimated Expenditure to account for increases in labor, materials, equipment, and/or overall costs, per the terms in Paragraphs 9 and 10 in the Original Agreement (Adjustment Worksheet and Municipal Resolution attached)
- ☐ Extending the Agreement attached hereto and incorporated herein for an additional 5-year period (Extension No. ____ of a maximum of 3)
- ☐ Amends a previously adopted Agreement by replacing the Appendix A dated October 2019 with the Appendix A dated June 2023
- ☐ Other: _____

NYSDOT Municipal Snow & Ice Program

AGREEMENT ADJUSTMENT/CALCULATION WORKSHEET

For Fixed Lump Sum Agreements

2025/26 Snow & Ice Season

Current Contract Period: 7/1/2024 to 6/30/2029

Municipality	TOWN OF WILMINGTON	Contract #	D014778
County	ESSEX	Region	1
Contract LM	17.6		

2024/25 Season's Estimated Expenditure					\$199,486.92	
%	Labor	16.82%	Materials	61.50%	Equipment	21.68%
Value	\$33,553.76		\$122,688.08		\$43,245.08	

LABOR *

Labor Portion of 2024/25 Estimated Expenditure \$33,553.76
 % Labor Increase/Decrease for 2025/26 Season x 5.0 %
 Additional/Less Labor Costs for 2025/26 \$1,677.69

Labor Portion of 2025/26 Season Estimated Expenditure	\$35,231.45
--	--------------------

* Attach Municipality's certification of applicable labor cost increase

MATERIALS

Materials Portion of 2024/25 Extension's Estimated Expenditure \$122,688.08

	% Materials	2024/25 Total Material \$	I. Proportionate \$ Amount	2025/26 Price Per Unit	2024/25 Price Per Unit	Difference (Show +/-)	II. ± ▲ %	I. x II. Inc/Dec
Salt	100%	\$122,688.08	\$122,688.08	\$83.00	\$82.50	\$0.50	0.61%	\$743.56
Sand								
Other								
Materials Total								

Materials Portion of 2025/26 Season's Estimated Expenditure	\$123,431.64
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EQUIPMENT

Equipment Portion of 2024/25 Estimated Expenditure \$43,245.08
 % Equipment Increase/Decrease for 2025/26 Season 25.57%
 Additional/Less Equipment Costs for 2025/26 \$11,057.77

Equipment Portion of 2025/26 Season Estimated Expenditure	\$54,302.85
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SUBTOTAL of Labor + Materials + Equipment	\$212,965.94
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Contract No.: D014778
Supplemental Agreement No.: 5
Date Prepared: 11/12/2025

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NYSDOT Municipal Snow & Ice Program

AGREEMENT ADJUSTMENT/CALCULATION WORKSHEET

For Fixed Lump Sum Agreements

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* Attach Municipality's certification of applicable labor cost increase

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Sand								
Other								
Materials Total								

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 Additional/Less Equipment Costs for 2025/26 \$11,057.77

Equipment Portion of 2025/26 Season Estimated Expenditure	\$54,302.85
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SUBTOTAL of Labor + Materials + Equipment	\$212,965.94
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Planned Service

Proposal Number: WTH100

Proposal Date: 11/21/2025

By and Between:

Hyde-Stone Mechanical
22962 Murrock Circle
Watertown, NY 13601

And

TOWN OF WILMINGTON
7 COMMUNITY CENTER CIRCLE
WILMINGTON, New York 12997

*Hereinafter known as "Hyde-Stone"**Hereinafter known as "Client"**Will provide the enclosed service program at the following location(s)*

TOWN OF WILMINGTON
7 COMMUNITY CENTER CIRCLE
WILMINGTON, New York 12997

This agreement describes the rights and obligations of Hyde-Stone and Client and constitutes the entire agreement between the parties and shall not be altered except in writing. This Agreement sets forth all terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of which is not expressed herein.

In addition to the descriptions of the services provided, the following Agreement Attachments are included:

- **Exhibit One:** Special Services and Provisions
- **Exhibit Two:** Equipment and Filter Inventory
- **Exhibit Three:** Agreement Terms and Conditions

The initial term of this Agreement will commence on 12/01/2025 and shall continue through 11/30/2026. This Agreement shall continue in effect from year to year thereafter unless either party gives written notice to the other of intention not to renew thirty (30) days prior to the anniversary date. The annual Agreement price is subject to adjustment on each commencement anniversary to reflect changes in labor, material and other costs.

The initial year agreement price is \$734 per year. This Agreement is payable \$367 per inspection. Please note that applicable taxes are not included in pricing.

Approval:

By: Tamara St Clair
Account Representative

Client Authorization:

Company Name: TOWN OF WILMINGTON
Contact Name: NICHOLE

Accepted By:

Name: Mike Steria
Title: Sales Manager
Date:
Tamara St Clair

Accepted By:

Name:
Title:
Date:

Signature_____

Signature_____



Planned Service
TOWN OF WILMINGTON

Proposal Number: WTH100

Proposal Date: 11/21/2025

Services Provided

Operational Assessment & Analysis

The Agreement includes all travel and job site labor, vehicles, living expenses, and materials necessary to test the existing operations and performance characteristics of the equipment. Inspections in the form of routine visual inspections and physical testing will be performed to ensure the systems are in the proper operating condition and to identify any impending system failures.

Visual Inspections

Hyde-Stone shall provide a visual inspection of the system(s) and components included in the agreement as required. Typical inspections include the following:

Fan Assemblies	Heat Exchanger
Belts & Sheaves	Compressor Sections
Motor Mounts & Vibration Pads	Condensing Sections
Electrical Connections & Contactors	Heating Sections
Heating & Cooling Coils	Humidifiers & Strainers
Filter Media & Racks	Seals and Packing
Sight Glass Condition	Condensate Drains & Pans
Bearings	Flame Composition
Spray Nozzles & Pans	Crankcase Heaters
Igniter & Flame Assemblies	

Physical Tests

Hyde-Stone shall provide for a physical check and/or test the system(s) and components included in the agreement and as required. Typical checks and/or tests include the following:

Lubrication Requirements	Damper Operations
Oil Sump, Heaters & Temperatures	External Interlocks
Starter Operations	Motor Voltage & Amperage
Water Flows	Refrigerant Charges
Alignment on Couplings	System(s) Leaks
Motor Operating Conditions	Oil & Fluid Levels
Suction & Discharge Pressures	Pressure & Temperatures
Flow Switch Operations	Outside Air Intakes
Control Interlocks	Refrigerant Pump Down
Flue Stack Assembly	

The Operational Assessment & Analysis activities are related to the equipment outlined on the Equipment Inventory list attached to this agreement unless otherwise documented by Client and Hyde-Stone.

Planned Service
TOWN OF WILMINGTON

Proposal Number: WTH100

Proposal Date: 11/21/2025

Services Provided (continued)

Planned Maintenance Services

The Agreement includes all travel and job site labor, vehicles, and living expenses to perform the Planned Maintenance Services as described herein. The Agreement includes all consumable materials and supplies such as oil, lubricants, belts, cleaning supplies, tools, and equipment necessary to perform the services. These services are essential to ensure the system(s) operational efficiency, performance, conditions, and extended equipment life.

Preventive Maintenance

Hyde-Stone shall perform the preventive maintenance on an ongoing basis as scheduled within the tasking program with little or no equipment downtime. The tasking program is customized based on the systems design application, equipment inventory, manufacturer's recommendations, as well as the operational considerations of the property and our own experience. Typical preventive maintenance activities may include:

- Calibration
 - Safety, temperature, operating, humidity, pressure, economizer controls and equipment/component gauges
- Adjustment
 - Refrigerant charges (billable), purge systems, dampers, valves, unloaders, belts fans rpm's, chemical feeds gas pressure regulators, combustion air ratios, set points igniter & flame assemblies
- Alignment
 - Open drive couplings, belt sheaves, pulleys, coil fins and belt drives
- Vibration
 - Damper linkage, fan bearings, axial vane drive, pumps and motors (levels and straight-edge)
- Secure and Tighten
 - Motor terminals, control terminals, piping clamps, line fittings, mounting hardware, electrical connections, equipment panels and motor mounts
- Cleaning
 - Control devices, electrical contacts, condenser & evaporator coils, fan blades & impellers, pilot & burner orifices, heat exchangers, igniters, tower basins, sumps & floats, baffles & fill, nozzles & passages and equipment areas

The preventive maintenance activities are custom designed for your equipment to maximize your system's efficiency, durability, reliability and safety.

Planned Service
TOWN OF WILMINGTON

Proposal Number: WTH100

Proposal Date: 11/21/2025

Services Provided (continued)

Predictive Maintenance

Hyde-Stone shall perform the predictive maintenance working in tandem with preventive maintenance to detect early signs of deteriorating performance and to predict potential system failures. These services diagnose and solve equipment problems often before they occur.

Air Filter Services

Hyde-Stone shall perform the air filter changes as described herein on the Exhibit 2 Air Filter / Belt Inventory list. All labor; materials and disposal of the used filters are included unless otherwise noted. These services assist to ensure the system's energy efficiency, proper indoor air and environmental quality is maintained.

Corrective Maintenance Services

We will perform the corrective maintenance services as described herein as an additional charge at preferred contract customer rates. The objective of the planned maintenance program is to maintain your equipment at peak efficiency and operational conditions. While executing the planned maintenance services, our technicians are trained to identify impending problems before they occur. We will notify you of the condition, and recommend repairs or replacements of worn or doubtful parts to maximize the operational reliability and performance of your systems.

Repair and Replacement Services

Hyde-Stone will diagnosis and evaluate the cost to repair or replace parts and components, and provide you with a quotation for the additional expense. With your approval, we will perform the tasks as required ensuring reliable and efficient system operation. All parts, materials, devices, components, and equipment furnished under this agreement shall meet and/or exceed the quality and specifications in accordance with acceptable industry standards. In addition, and where possible, all replacement parts furnished will be of like or current design to minimize system depreciation and obsolescence.

24/7 Emergency Response Services

The Agreement includes access to the on-call service. The design of this program, along with every activity performed, is provided to minimize the incidence of emergency situations. However, when these situations occur, we will provide on-call service 24 hours per day, 7 days per week, 52 weeks per year including holidays is provided at preferred contract customer rates to minimize the system downtime and inconvenience for the Client.

Planned Service
TOWN OF WILMINGTON

Proposal Number: WTH100

Proposal Date: 11/21/2025

Exhibit 1 - Special Services and Provisions

In addition to the service and provisions outlined in the agreement, the following special services, provisions and terms will apply to this agreement if/when applicable:

PM Inspections: SPRING / FALL

SPECIAL SERVICES:

1. **Optimize Existing Systems:** After our initial operational assessment and analysis, we'll maximize the efficiency of your current systems and equipment through a proactive/preventive maintenance program designed to return your existing systems to their peak operational efficiency.
2. **No-Cost /Low-Cost Savings:** During our visits, we will explore and identify low-cost/no-cost opportunities which provide the greatest ROI in the shortest time. Examples include, but are not limited to, revising the sequence of operations based on occupancy and operational schedules as well as economizing schedules and variable frequency drives. We will share these ideas with you for your approval and implementation.
3. **Capital Planning & Budgeting:** As your equipment ages and needs to be repaired or replaced, we will assist to develop, prioritize and implement long-term capital projects that maximize both reliability and energy-saving opportunities. Capital plans will be reviewed and updated on a periodic basis as your requirements demand.
4. **Coil Cleaning & Belt Changes:** Hyde-Stone will perform a coil cleaning on all applicable equipment during the Spring inspection. This will allow Hyde-Stone to address any deficiencies caused by dirty coils and/or potential breakdown issues. Belt changes will be performed during the Spring inspection on the applicable equipment as listed in Exhibit 2.
5. **Preferred pricing for contract clients:** As a preferred contract customer, any additional charges necessary will always be at our discounted contract customer rates then in effect. Below is our labor rate sheet for contract customers.
 - Regular Labor Rate M-F 8a-4p - \$114.00/HR
 - Overtime Nights and Weekends - \$171.00/HR
 - Double Time Sundays & Holidays - \$228.00/HR
 - Vehicle Charge - One Per Call - \$50.00



Planned Service
TOWN OF WILMINGTON

Proposal Number: WTH100

Proposal Date: 11/21/2025

Exhibit 2 - Equipment Inventory

The responsibilities of Hyde-Stone shall not be limited to the major components of the equipment listed, but shall include appurtenant devices and systems that are related to the equipment (e.g. controls, sensors, compressors, pumps, fans, etc.)

Location	Name	Serial Number	Qty.	Rating	Model	Manufacturer
UPSTAIRS	BOILER		1		PRESTIGE 175	OTHER



Planned Service
TOWN OF WILMINGTON

Proposal Number: WTH100

Proposal Date: 11/21/2025

Filters Inventory

Unit	Quantity	Filter Size	Filter Type	Changes / Year

Planned Service
TOWN OF WILMINGTON

Proposal Number: WTH100

Proposal Date: 11/21/2025

Exhibit 3 - Agreement Terms and Conditions

Hyde-Stone guarantees the price stated in this Agreement for thirty (30) days from the proposal date above. This proposal will become a binding Agreement only after acceptance by the Client and approval by an authorized representative of Hyde-Stone as evidenced by their signatures.

1. 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, Hyde-Stone 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.
2. Customer shall permit Hyde-Stone free and timely access to areas and equipment, and allow Hyde-Stone to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during Hyde-Stone's normal working hours.
3. In case of any failure to perform its obligations under this Agreement, Hyde-Stone'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.
4. Customer will promptly pay invoices within thirty (30) days of receipt. Should a payment become sixty (60) days or more delinquent, Hyde-Stone 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.
5. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
6. Any alteration to, or deviation from, this Agreement involving extra work, cost of material or labor will become an extra charge (fixed-price amount to be negotiated or on a time-and-material basis at Hyde-Stone's preferred rates for contract customers then in effect) over the sum stated in this Agreement.
7. Customer shall permit only Hyde-Stone's personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than Hyde-Stone's personnel perform such work, Hyde-Stone may, at its option, cancel this Agreement or eliminate the involved item of equipment from inclusion in this Agreement.
8. Hyde-Stone will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.
9. This Agreement does not include responsibility for the design of the system, obsolescence, safety test, removal and reinstallation of valve bodies and dampers, repair or replacement necessitated by freezing weather, electrical power failure, low voltage, burned-out main or branch fuses, vandalism, misuse or abuse of the system(s), negligence of others including Customer, failure of Customer to properly operate the system(s), requirement of governmental, regulatory or insurance agencies, or other causes beyond the control of Hyde-Stone.

Planned Service
TOWN OF WILMINGTON

Proposal Number: WTH100

Proposal Date: 11/21/2025

Exhibit 3 - Agreement Terms and Conditions (continued)

10. Hyde-Stone'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 or materials are encountered, Contractor's sole obligation will be to notify the Owner of their existence. Hyde-Stone 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.

11. Hyde-Stone 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 Hyde-Stone's work under this Agreement.

12. In the event Contractor must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay Contractor all court costs and attorney's fees incurred by Contractor.

13. 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 the work.

14. Contractor shall not be liable for any delay, loss, damage or detention caused by the 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.

15. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.

16. 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.

17. 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 by not limited to attorney 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. Owner acknowledges and agrees that:

18. Mold, mildew and other similar microbials (collectively "mold") are present in the environment and many factors can contribute to the growth of mold. The Services provided by Hyde-Stone are not for the purpose of testing for the presence of mold and do not include mold detection or remediation. Hyde-Stone shall not be responsible for any claim of damage or liability arising out of any mold or indoor air quality issues, and Owner hereby waives and releases any such claims it may have against Hyde-Stone regardless of the nature or cause of such claims.

CUSTOMER INFORMATION

PHYSICAL ADDRESS:

ACCOUNT CONTACT:

NAME:

EMAIL:

PHONE:

BILLING ADDRESS (If different than physical):

ACCOUNTS PAYABLE CONTACT:

NAME:

EMAIL:

PHONE:

TAX EXEMPTION STATUS:

EXEMPT: YES / NO

IF EXEMPT PLEASE FORWARD EXEMPTION LETTER TO:
tparisian@hyde-stone.com