

Local Law Filing

NEW YORK STATE DEPARTMENT OF STATE
41 STATE STREET, ALBANY, NEW YORK 12207

(Use this form to file a local law with the Secretary of State)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate a new matter.

Town of Schodack

Local Law No. P1 of the year 2013

A local law authorizing an exemption from taxes imposed by the Town of Schodack for Gold Star parents pursuant to Section 458-a(7) of the Real Property Tax law.

Be it enacted by the Town Board of the Town of Schodack as follows:

Section 1.

Legislative Intent: The purpose of this local law is to authorize a tax exemption for Gold Star parents, pursuant to §458-a(7) of the Real Property Tax law.

Section 2.

Chapter 197 of the Code of the Town of Schodack is amended by adding the following section:

197.13 Pursuant to §458-a(7)(b), the Town of Schodack hereby includes a Gold Star Parent within the definition of "Qualified Owner" as provided in paragraph (a) of subdivision 1 of §458-a of the Real Property Tax Law, and to include property owned by a Gold Star Parent within the definition of "Qualifying Residential Real Property," as provided in paragraph (d) of subdivision 1 of said section, provided that such property shall be the primary residence of a Gold Star Parent.

Section 3.

This local law shall take effect immediately upon filing with the Secretary of State's Office.

2013-193

Fenton Fire Equipment

Global suppliers of quality pre-owned custom fire apparatus and equipment

CALL TOLL FREE 1-866-310-2077 - sales@fentonfire.com

1996 International Road Rescue Ambulance (R1213)

Asking \$7,900

Description

- Mostly highway miles due to transport distance, stretcher and stair chair in picture come with vehicle.
- Vehicle has kussmaul auto charger, inverter, suction and oxygen on-board. Paint is fair.
- All halogen and strobe light warning package.
- Whelen siren and Grover air horns. Visible at station, maintenance records available

General Specs

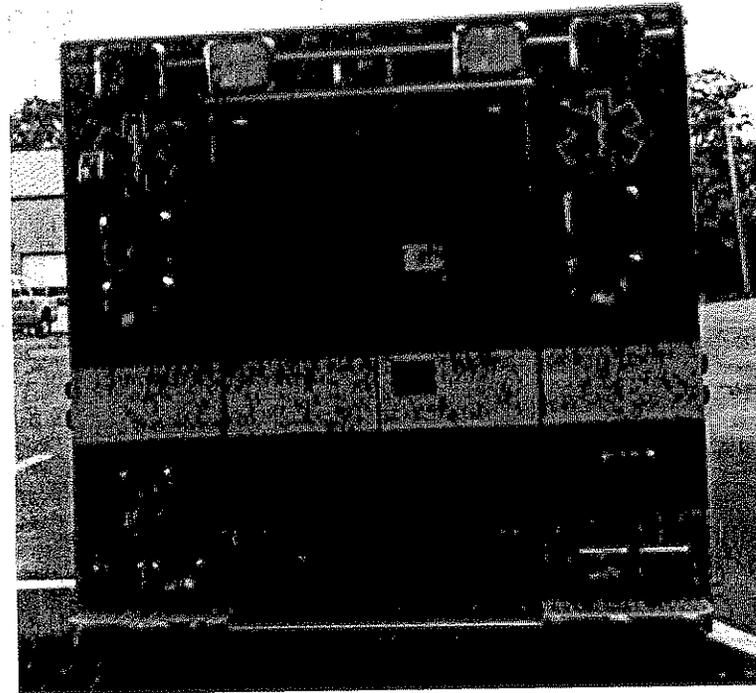
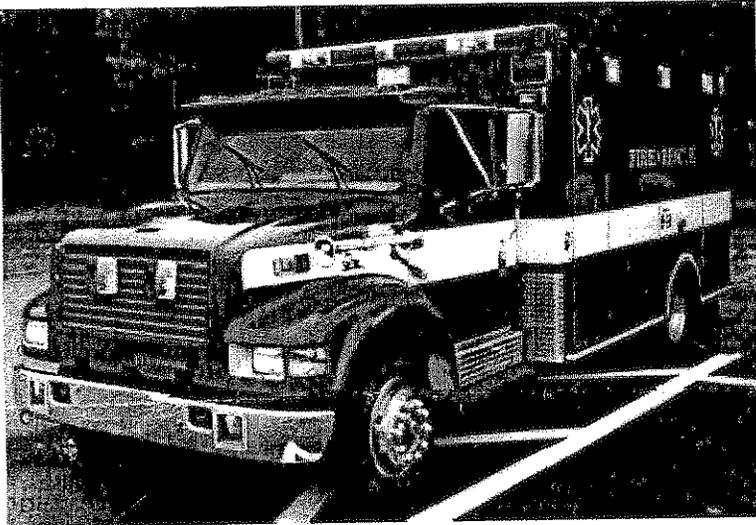
- International Chassis: DT-466 diesel motor, 4700 Chassis
- Road Rescue: Ultra medic (remount possible from factory)

Dimensions

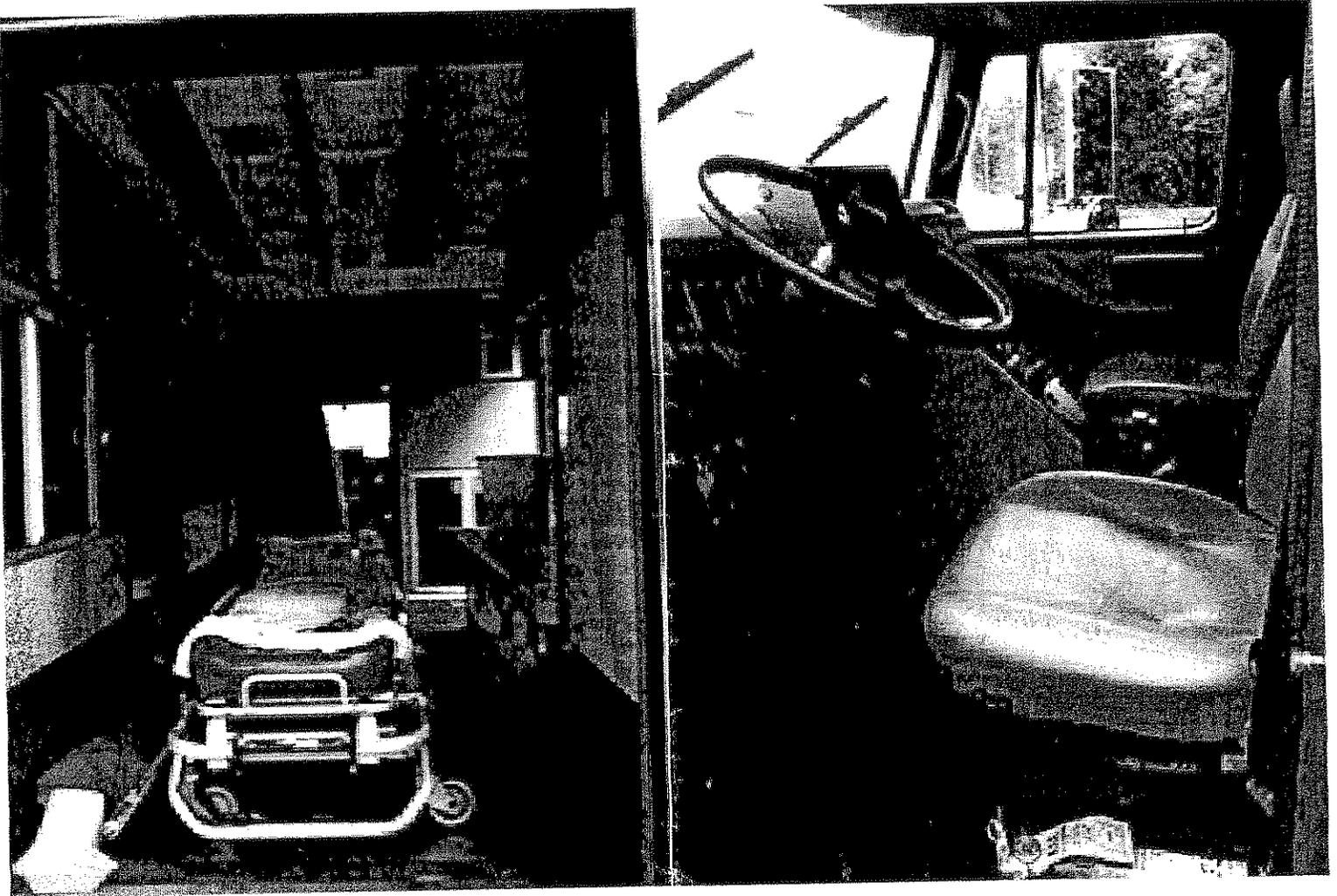
- Mileage: 141802.8
- Hours: 7612.7

Lt. NICK - FROM GRAY FIRE RESCUE

207-329-8383
TUESDAY @ NOON



N HUTCHINS @ GRAY MAINE ORG



CALL TOLL FREE 1-866-310-2077 - sales@fentonfire.com

Dawne Kelly

From: Donna Conlin
Sent: Thursday, October 03, 2013 12:18 PM
To: Dawne Kelly; Dennis Dowds; Frank; Jim; Mike; Scott
Cc: Dave Gruenberg
Subject: Clark's Chapel Cemetery
Attachments: 20131003120707253.pdf

To All:

As I reported at the last meeting, Mr. Murray came in and turned over the proceeds to the town for the cemetery and signed his resolution (see attached). The next step in this process is the acceptance of conveyance by the Town Board. At the end of my text is the suggested resolution from the state that was sent to us for adoption that could go on the agenda for the 10th.

Please keep in mind that "Town Law Section 291 REQUIRES towns to maintain abandoned public cemeteries and, in some cases, assume title. Towns which refuse to accept this statutory responsibility are in violation of state law."

This is the resolution:

Town of Schodack, County of Rensselaer, State of New York

WHEREAS, there has been established in the town a cemetery known as the CLARK'S CHAPEL CEMETERY ASSOCIATION, INC., which association maintains a public cemetery on Clark's Chapel Rd. in Schodack, Rensselaer County, New York, and owns real property in said Town, and

WHEREAS, said association has under its care certain funds for perpetual care, permanent maintenance, special trust, general fund, deposited in the First Niagara Bank.

WHEREAS, the association has been and still is unable to procure sufficient income from above investments, the members of the association and from the representatives of the deceased persons interred in the cemetery.

WHEREAS, the cemetery association has requested that the Town of Schodack, pursuant to Section 1506 (j) of the Not-for-Profit Corporation Law, accept the conveyance of the cemetery premises and transfer of assets.

RESOLVED, That the Town of Schodack accept the conveyance of the cemetery premises and the transfer of the assets from the cemetery association, such conveyance shall be subject to all agreements as to lots sold and all trust, restrictions and conditions upon the title or use of the real property or assets.

Donna

Donna L. Conlin, RMC/CMC
Schodack Town Clerk
265 Schuurman Road
Castleton, NY 12033
Phone: 518-477-7590
Fax: 518-477-2439
e-mail: donna.conlin@schodack.org
web: www.schodack.org

Confidential Legal Notice: This message (including any attachments) is intended for the use of the individual or entity to whom it is addressed and contains information that is privileged and confidential. If you are not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you should not disseminate, distribute or copy this information and communication to any individual(s) not specifically identified in the above address headings.

RESOLUTION

I/~~We~~, Richard Murray, the sole remaining trustee(s) of the Clarks Chapel
Cemetery Association, do hereby resolve to request the Town of Schodack
County of Rensselaer, New York, to assume the maintenance and administrative
duties of the subject cemetery. I/~~We~~ further agree that upon formal acceptance of the cemetery
and the aforementioned responsibilities, I/~~we~~ will turn over to the Town of Schodack
all records and assets of the subject cemetery. This action is taken in recognition of the fact that a
town takeover is the only reasonable course of action to preserve and protect the best interest of
the cemetery and the families buried in the cemetery.

Richard Murray

DATED: September 10, 2013

State of New York)
County of Rensselaer) S.S.

On the 10 day of September 2013
before me personally came RICHARD
MURRAY
to me known to be the individual(s) described in and
who executed, the foregoing instrument, and who
acknowledged that he/she/they executed same.

Donna L. Conlin

DONNA L. CONLIN
Notary Public, State of New York
#4799692
Qualified in Rensselaer County
My Commission Expires Dec. 31, 2013

September 26, 2013

VIA EMAIL & MAIL

Dennis Dowds, Supervisor
Town of Schodack
Schodack Town Hall
265 Schuurman Road
Castleton, New York 12033

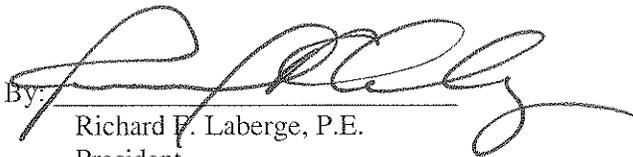
Re: Professional Services Agreement
Addendum No. 2013-08
Consolidated Water District 101
Extension – Timberledge, Old Miller and Waters
Town of Schodack, New York

Dear Supervisor Dowds:

Transmitted herewith are three copies of our Professional Services Agreement Addendum No. 2013-08 for your review, comment and approval. Upon review and execution, please return one fully executed copy to our office.

If you have any questions or comments, please contact our office.

Very truly yours,
LABERGE GROUP

By: 

Richard F. Laberge, P.E.
President

RFL: cjb

Enc.

C: Dawne Kelley, w/enc. via email only

I:\ANBD\Schodack\Contract & Addendum Related\2013\XMIT Add 2013-08 WD Ext - Timberledge 09-26-13

CONTRACT ADDENDUM NO. 2013 – 08
(Consolidated Water District 101 Extension)

DATED: September 26, 2013

TO
Agreement for Professional Services
(Original agreement date: January 3, 2011)

The original Agreement, between Town of Schodack, Rensselaer County, New York, the OWNER and Laberge Group, the ENGINEER is hereby amended as follows:

This Addendum authorizes services concerning the preparation of a Map, Plan, and Report for the extension of Consolidated Water District 101 to include five (5) properties in the Timberledge Subdivision, two (2) properties on Old Miller Road and one (1) property on Waters Road.

Fee for said services shall be a lump sum of \$1,200 including normal reimbursable expenses.

This Addendum shall be attached to and form a part of the Contract Documents.

TOWN OF SCHODACK

BY: _____
Dennis Dowds, Supervisor

LABERGE GROUP

BY:  _____
Richard F. Laberge, P.E., President

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
LICENSE ISSUING AGENT AGREEMENT

(Do not alter this Agreement. If information is incorrect, please call the New York State Department of Environmental Conservation at 518-402-9365.)

This Agreement entered into between the New York State Department of Environmental Conservation (hereinafter referred to as the "Department"), with offices at 625 Broadway, Albany, New York 12233, and _____,

as the owner municipal clerk manager of

Business/Municipality Name Street Address

City/Town/Village State Zip Code

(hereinafter collectively referred to as the "License Issuing Agent")

WITNESSETH:

WHEREAS, the Department is authorized by § 11-0713 of the Environmental Conservation Law and applicable rules and regulations to appoint agents to issue licenses for the privilege of hunting and fishing in New York State; and

WHEREAS, the License Issuing Agent has applied to the Department for appointment as such a License Issuing Agent; and

WHEREAS, the Department has determined that the License Issuing Agent is qualified to be appointed as a license issuing agent.

NOW THEREFORE, the parties hereto agree as follows:

1. DEFINITIONS

As used in this Agreement, the following terms shall have the meaning provided herein:

License Issuing Agent – shall mean both the *License Issuing Agent* and the *License Issuing Officer* as provided in 6 NYCRR § 177.1(f) and (g) of the Department regulations and shall also mean the duly appointed owner, municipal clerk, or manager set forth above.

Assistant License Issuing Agent – shall mean the individual appointed by the Licensing Issuing Agent to receive Department sponsored training for the purpose of issuing sportsman licenses and to be the point of contact for any Department inquires.

Approved location – shall mean the business' or municipality's address as set forth in the beginning of this Agreement.

2. **APPOINTMENT**

A. The Department hereby appoints the License Issuing Agent and their duly appointed Assistant License Issuing Agent (designed below) to be an agent issuing hunting, trapping, and fishing licenses at the approved location.

B. The License Issuing Agent hereby appoints _____, as the Assistant License Issuing Agent.
Name

Title

(See paragraph [11. F] herein for information regarding changes in appointment of the Assistant License Issuing Agent.)

3. **DEPARTMENT REPRESENTATIONS**

The Department hereby agrees that it will:

A. Provide the License Issuing Agent with a license printer (and necessary supplies) at the approved location for the sale and reporting of hunting and fishing licenses and provide necessary support for the printer.

B. Pay a commission to the License Issuing Agent for each license sold as prescribed in Department laws, rules and regulations.

C. Provide appropriate training and training materials to the Assistant License Issuing Agent, including a toll free telephone "help desk" service to answer questions and assist with problems.

D. Provide informational materials for use at the approved location for the License Issuing Agent and their authorized employees to distribute to hunters, anglers, etc., regarding regulatory requirements for all authorized licenses issued.

4. **AGENT REPRESENTATIONS**

The Agent hereby agrees that it will:

A. Provide authorization attached hereto as Attachment "A" for the Department to access a bank account for electronic fund transfers to pay for all licenses sold. Fund transfers shall be scheduled on a regular basis as determined by the Department.

B. Provide reasonable and necessary security to protect equipment and supplies from damage and unauthorized use.

C. Ensure that all Department license issuing equipment is maintained in good working condition and returned to the Department when license sales are no longer provided at the approved location.

D. Pay all amounts due to the Department. Failure to maintain an adequate balance in the License Issuing Agent's account may result in immediate termination of this Agreement.

E. The License Issuing Agent must provide a compatible computer system including a plain paper printer and access to the internet at no charge to the Department.

F. The License Issuing Agent agrees that it will indemnify and save harmless the Department and the State of New York from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against it in a court of competent jurisdiction, to the extent such loss is attributable to a negligent omission or tortious act of the License Issuing Agent, its agents or employees, in the performance of this Agreement.

G. The License Issuing Agent is solely responsible for the supervision and direction of the performance of this Agreement by the Assistant License Issuing Agent and other authorized license issuing employees other than as specifically provided herein.

5. AGENT RESPONSIBILITY

A. General Responsibility: The License Issuing Agent shall at all times during the Agreement term remain responsible. The License Issuing Agent agrees, if requested by the Commissioner or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

B. Suspension of Work (for Non-Responsibility): The Commissioner or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Agreement, at any time, when he or she discovers information that calls into question the responsibility of the License Issuing Agent. In the event of such suspension, the License Issuing Agent will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the License Issuing Agent must comply with the terms of the suspension order. Agreement activity may resume at such time as the Commissioner or his or her designee issues a written notice authorizing a resumption of performance under the Agreement.

6. LICENSE ISSUING CONDITIONS

A. All licenses authorized to be sold pursuant to this Agreement may only be sold by the Assistant License Issuing Agent or authorized employees of the License Issuing Agent at the approved location set forth in this Agreement.

B. All employees authorized to issue licenses by the License Issuing Agent pursuant to paragraph "A" of this section, shall be appropriately trained in the use of the license issuing system by the Assistant License Issuing Agent prior to using the issuance system.

C. The Assistant License Issuing Agent must receive recurring training sponsored by the Department at least once every three years or sooner as circumstances warrant as determined by the Department.

D. The License Issuing Agent and its employees who are authorized to issue licenses pursuant to this Agreement must abide by New York State Regulations 6 NYCRR Part 177 (www.dec.ny.gov/regs/3936.html) and 6 NYCRR Part 183 (www.dec.ny.gov/regs/3931.html).

E. All personal data provided by customers shall be kept confidential to the extent required by Law.

F. All documents considered returnable documents as well as all voided licenses for which credit is requested must be returned to the Department within one month of the transaction.

G. All funds received from the sale of licenses, less the commission fee established by the Department, will be held in trust for the Department. Monies collected from the sale of licenses are Department funds and any other use of such funds is prohibited. The License Issuing Agent accepts the responsibility and duties of trustee for all funds collected for the benefit of the Department under this Agreement.

H. No license may be sold for a fee in excess of or less than the amount established by the Department.

I. The complete catalog of sportsman licenses must be available for sale at the License Issuing Agent's approved location as designated in this Agreement.

7. USE OF EQUIPMENT AND SUPPLIES

A. Supplies and equipment assigned to the License Issuing Agent for the printing of licenses are to be used for that purpose only, unless prior approval for such use is provided by the Department. Equipment is not transferable to other license issuing agent locations.

B. In the event that defective equipment is replaced, the License Issuing Agent shall return the defective equipment immediately to the specified repair center. The License Issuing Agent shall pay for any such equipment not returned, or equipment that shows obvious abuse. Failure to remit payment for abused or unreturned equipment may result in the immediate termination of this Agreement.

8. CHANGE IN OWNERSHIP

In the event of a change in ownership of the License Issuing Agent's business, the Department must be notified 30 days in advance of any such change, and this Agreement becomes immediately terminated at the time of such change in ownership. At the time of termination, all Department-provided licensing equipment must be returned to the Department or the

Department's representative. This License Issuing Agent's appointment is not transferable and shall apply only to the License Issuing Agent's appointment to sell hunting and fishing licenses.

9. **CHANGE IN MUNICIPAL CLERK**

In the event of a change in municipal clerk from that who entered into this Agreement, the Department must be notified within 30 days of such change and this Agreement will become void at the time of such change. To avoid a disruption in service, a new Agreement should be submitted in advance of such change signed by the new municipal clerk. If the municipality intends to submit a new Agreement, Department-provided equipment does not need to be returned.

10. **COMPLIANCE INSPECTIONS**

The Department reserves the right to inspect the approved location for the purpose of determining compliance with this Agreement.

11. **TERMINATION**

In addition to any termination event appearing elsewhere in this Agreement, or provided in the applicable Department regulations, the following shall apply:

A. This Agreement may be terminated for cause if the Department determines that any false statements or omissions were made on the License Issuing Agent's application.

B. This Agreement may be terminated for cause for failure to comply with the terms of this Agreement at any or all approved locations at any time by the Department.

C. Either party may terminate this Agreement for convenience by 15 days written notice to the other party.

D. In the event of termination of this Agreement, the License Issuing Agent shall pay for all licenses sold and not previously paid for and return all equipment and supplies to the Department within 30 days of such termination.

E. Termination for Non- Responsibility: Upon written notice to the License Issuing Agent, and a reasonable opportunity to be heard with appropriate Department officials or staff, the Agreement may be terminated by the Commissioner or his or her designee at the License Issuing Agent's expense where the License Issuing Agent is determined by the Commissioner or his or her designee to be non-responsible. In such event, the Commissioner or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

F. In the event of a change in the appointment of the Assistant License Issuing Agent, the License Issuing Agent shall notify the Department of such change within 15 business days by submitting to the Department a completed revised License Issuing Agent Application

Form attached hereto as Attachment "B," which shall provide, among other things, the name and title of the newly appointed Assistant Licensing Issuing Agent. In the Department's sole discretion, this agreement may be suspended or terminated in the event the Department is not notified of any change in appointment of the Assistant License Issuing Agent as provided herein.

12. TERM

This Agreement shall remain in effect from the date of execution until such termination.

13. APPLICABLE LAWS

A. This Agreement shall be governed by the laws of the State of New York.

B. All licenses shall be issued in accordance with the provisions of the New York Codes, Rules and Regulations of the State of New York (<http://www.dec.ny.gov/regs/2494.html>) and New York State Law and the policies and procedures of the Department.

14. TOTAL AGREEMENT

This Agreement together with any laws, documents and instruments herein referenced, shall constitute the entire agreement and any previous communication pertaining to this Agreement is hereby superseded.

15. CONTRACT AMENDMENT

Any agreement revisions, including payment adjustments or time extensions, shall be made by a written amendment to the agreement, signed by both parties.

Signature _____
License Issuing Agent
(notarization required below)

Date: _____

LICENSE ISSUING AGENT ACKNOWLEDGMENT

State of _____)
County of _____) s.s.:

On the _____ day of _____, in the year _____, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her /their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date Notary Expires

Notary Public

Signature _____
DEC Representative

Date: _____

NOTE: A faxed copy of this agreement and the associated application will not be accepted.

Completed applications and agreements in their original form should be mailed to:

Attn: Revenue and Accounting Unit
New York State Department of Environmental Conservation
625 Broadway, 10th Floor
Albany, New York 12233-4900

Attachment A

**New York State Department of Environmental Conservation
Division of Management & Budget Services
Bureau of Revenue Management -10th Floor
625 Broadway, Albany, New York 12233-5012
Phone: (518) 402-9365 • FAX: (518) 402-9023
Website: www.dec.state.ny.us**

Please complete, review and sign this form. Attach a voided check or a statement from your bank that includes the routing number and account number for the account from which the ACH debits will be drawn and mail this items to the address above.

New York State Department of Environmental Conservation Authorization Agreement for Direct Payments (ACH Debits) relative to the Department's automated sporting license system.

Agent/Officer Name: _____
Business Address: _____
City: _____
State: _____
ZIP: _____
Telephone: _____

I hereby authorize the New York State Department of Environmental Conservation, hereinafter called DEPARTMENT, to initiate debit entries to my account indicated below at the financial institution named below, hereinafter called DEPOSITORY, and to debit the same account. I acknowledge that the origination of ACH Transactions to my account must comply with the provisions of U.S. law.

Branch Name: _____
Address: _____
City: _____
State: _____
ZIP Code: _____
Contact: _____
Telephone: _____
Routing Number: _____
Account Number: _____
Account Name _____
Account Type: Checking Savings

This authorization is to remain in full force and effect until DEPARTMENT has received written notification from me of its termination in such manner as to afford DEPARTMENT and DEPOSITORY a reasonable opportunity to act on it.

Signature: _____
Date: _____

NOTE: ALL WRITTEN DEBIT AUTHORIZATIONS MUST PROVIDE THAT THE RECEIVER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION.