

2019-043



18 CORPORATE WOODS BOULEVARD, SUITE 8
ALBANY, NEW YORK 12211

TRKLAW.COM

PHONE: (518) 465-9500

FAX: (518) 465-5112

ELECTRONIC SERVICE NOT ACCEPTED

JOHN W. TABNER
(ADMITTED 1951-2018)
HON. WILLIAM H. KENIRY
RETIRED JUSTICE OF THE SUPREME COURT OF NY
OF COUNSEL

WILLIAM F. RYAN, JR.
WILLIAM J. KENIRY*
ERIC N. DRATLER**
TRACY L. BULLETT
THOMAS R. FALLATI
BRIAN M. QUINN***
KEITH M. GOLDSTEIN****
ALEX J. MANOCCHI

FATIMA MARQUES SORBO

*ALSO ADMITTED IN THE STATE OF MASSACHUSETTS

**ALSO ADMITTED IN THE STATE OF FLORIDA

***ALSO ADMITTED IN THE STATES OF CONNECTICUT & CALIFORNIA & DISTRICT OF COLUMBIA

****ALSO ADMITTED IN THE STATE OF CONNECTICUT

January 4, 2019

Hon. David Harris, Supervisor
Town of Schodack
265 Schuurman Road
Castleton-on-Hudson, NY 12033

RE: 2019 Professional Service Agreement
Our File No.: 72289

Dear Mr. Harris:

Enclosed please find Professional Service Agreement for Legal Services for the year 2019. If acceptable could you please sign where indicated and then return to me.

Thank you for the confidence you have placed in this law firm.

Very truly yours,

TABNER, RYAN & KENIRY, LLP

William F. Ryan, Jr.

Direct Dial: (518) 512-5303

wfr@trklaw.com

WFR:mcm

Enclosure

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**PROFESSIONAL SERVICE AGREEMENT
FOR
LEGAL SERVICES**

THIS AGREEMENT, made this 4th day of January, 2019 by and between the **TOWN OF SCHODACK**, a municipal corporation existing by and under the laws of the State of New York and having its principal place of business located at Town Hall, 265 Schuurman Road, Castleton New York 12033 (hereinafter called the "TOWN") and **TABNER, RYAN AND KENIRY, LLP**, 18 Corporate Woods Boulevard, Suite 8, Albany, New York 12211 (hereinafter called the "CONSULTANT"):

WITNESSETH:

WHEREAS, the CONSULTANT has heretofore submitted a proposal for professional legal services; and

WHEREAS, the TOWN has accepted the offer of the CONSULTANT for such professional services,

NOW, THEREFORE THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE I. SERVICES TO BE PERFORMED

The CONSULTANT shall perform the professional services hereinafter set forth under the Article II entitled "SCOPE OF WORK".

ARTICLE II. SCOPE OF WORK

During the period of this Agreement the CONSULTANT agrees to perform professional services as follows:

- A. Legal services as required in connection with water and sewer districts and any other duties as special counsel to the Town of Schodack;
- B. Legal services in connection with such other matters as determined by the Supervisor and Town Board.

ARTICLE III. AVAILABLE DATA

All technical or other data relative to this Agreement in the possession of the TOWN or in the possession of the CONSULTANT shall be made available to the other party to this AGREEMENT without expense to the other party.

ARTICLE IV. COOPERATION

THE CONSULTANT shall cooperate with representatives, agents and employees of the TOWN and the TOWN shall cooperate with representatives, agents and employees of the CONSULTANT to the end that work may proceed expeditiously and economically.

ARTICLE V. FEES

In consideration of the terms and obligations of this AGREEMENT, the TOWN agrees to pay, and the CONSULTANT agrees to accept, as full compensation for all services rendered under this AGREEMENT, fees and reimbursements determined as follows:

The CONSULTANT shall bill and render services on an hourly basis as follows:

Partners - \$270.00 per hour; Associates - \$170.00 per hour; Paralegals - \$95.00 per hour.

CONSULTANT shall only bill for disbursements incurred upon the prior authorization of the TOWN, excluding disbursements necessary for recording of papers in the County Clerk's Office, obtaining of title insurance, filing fees for permits paid to official agencies and other such necessary legal expenditures. No reimbursement shall be made or for other expenses unless prior authorization shall have been obtained. Bills shall be submitted to the Town on a monthly basis.

ARTICLE VI. ACCOUNTING RECORDS

Proper and full accounting records shall be maintained by the CONSULTANT which records shall clearly identify the costs of the work performed under this AGREEMENT. Such records shall be subject to periodic and final audit by the TOWN upon request. Such records shall be accessible to the TOWN for a period of two (2) years following the date of final payment by the TOWN to the CONSULTANT for the performance of the work contemplated herein.

ARTICLE VII. ASSIGNMENTS

The CONSULTANT is prohibited from assigning, transferring, conveying, subcontracting, or otherwise disposing of this AGREEMENT, or of CONSULTANT'S right, title or interest therein without the previous consent in writing of the TOWN.

ARTICLE VIII. OWNERSHIP OF MATERIALS

All right, title and ownership in and to all materials prepared under the provisions of this AGREEMENT shall be in the TOWN including the right of republication.

ARTICLE IX. REPORTING DUTIES

CONSULTANT shall in all appearances, appear as Special Counsel to the Town Attorney and report regularly to the Department Heads and/or the Town Attorney as they are directed.

ARTICLE X. RELATIONSHIP

CONSULTANT shall at all times be deemed to be an independent contractor and shall not be considered an agent or employee of the TOWN for any purpose, nor shall CONSULTANT be entitled to participate in any employee benefit programs maintained by the Town for its officers, agents and employees.

ARTICLE XI. INDEMNIFICATION

The CONSULTANT shall defend, indemnify and save harmless the TOWN, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of any negligent act or omission of the CONSULTANT, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

ARTICLE XII. INSURANCE

The CONSULTANT agrees to procure and maintain without additional expense to the TOWN insurance of the kinds and in the amounts provided under Schedule "A" attached hereto. Before commencing work, the CONSULTANT shall furnish to the TOWN, a certificate or certificates, showing that the requirements of this article have been satisfied.

ARTICLE XIII. PAYMENTS BY CLAIM FORM

All requests for payment to CONSULTANT shall be made upon claim forms of the TOWN and submitted for approval to the Comptroller of the TOWN on a monthly basis.

ARTICLE XV. TERM OF AGREEMENT

This Agreement shall be effective upon its acceptance by the Town Board for the Town of Schodack.

ARTICLE XVI. TERMINATION OF AGREEMENT

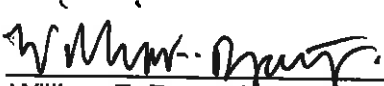
The TOWN shall have the right at any time to terminate the work required of the CONSULTANT by this AGREEMENT, by written notice of such termination provided to the CONSULTANT by the TOWN, and, in the event of such termination of this AGREEMENT, the CONSULTANT shall be entitled to compensation for all work theretofore authorized and performed, pursuant to this AGREEMENT, such compensation to be in accordance with ARTICLE V of the AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

Town of Schodack

TABNER, RYAN AND KENIRY, LLP

By: _____

By: 
William F. Ryan, Jr., Esq.

SCHEDULE "A"

INSURANCE COVERAGE

The kinds and amounts of insurance to be provided are as follows:

- A. Workers' Compensation and Employees Liability Insurance - A policy or policies providing protection for Employees of the obligor in the event of job related injuries.
- B. Automobile Liability Policies with the limits of not less than \$500,000 for each accident because of bodily injury, sickness or disease, including death at any time, resulting therefrom, sustained by any person caused by accident, and arising out of the ownership, maintenance or use of any automobiles and with the limits of \$500,000 for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobiles.
- C. General Liability including comprehensive form, contractual premises/completed operations and broad form property insurance shall be furnished with limits of not less than:

<u>Liability For</u>	<u>Combined Single Limit</u>
Bodily Injury & Property damage	\$500,000

- D. Errors and Omissions policy with limit of not less than \$4,000,000.

2019-047



20 Corporate Woods Blvd.
Albany, New York 12211
tel: 518 462 0300
fax: 518 462 5037
www.girvinlaw.com

Patrick J. Fitzgerald III
Partner

pjf@girvinlaw.com

January 8, 2019

Hon. David B. Harris
Town Supervisor
Town of Schodack
265 Schuurman Road
Castleton, NY 12033

Re: Letter of Engagement and Retainer

Dear Supervisor Harris:

This letter will serve as the written Letter of Engagement and Retainer setting forth the agreement by which the Town of Schodack (the "Town") has retained the services of Girvin & Ferlazzo, P.C., to act as its attorneys.

Girvin & Ferlazzo, P.C., has agreed to represent the Town in connection with labor and employment matters, including, but not limited to: collective bargaining and advice and guidance on contract issues, grievances, personnel matters, matters arising under the Civil Service Law and/or Public Officers Law, and other labor relations issues.

The attorneys primarily responsible for providing these legal services to the Town are shareholders James E. Girvin and Patrick J. Fitzgerald, and associate attorney Alex Dahle, all of whom can be reached at the above address and telephone number.

In consideration for these services, the Town has agreed to pay to Girvin & Ferlazzo, P.C. an hourly rate of Two Hundred Dollars (\$200) per hour.

In addition to the hourly fee, the Town is also responsible for reimbursing Girvin & Ferlazzo, P.C. for any costs or disbursements which may be advanced on the Town's behalf, such as the cost of court filing fees, overnight delivery charges, or other similar charges. The Firm does not bill for routine faxes, normal photocopying, or telephone charges.

We will send the Town a monthly statement every 30 days itemizing the legal services provided, the attorney(s) performing such services, the hourly rate applied, the total attorneys' fees incurred for that period, any costs and disbursements incurred for that period, and the total balance due. We expect any balance due shown on a bill to be paid within 30 days of the date of the bill.

It is hereby agreed that the aggregate amount of attorneys' fees billed by Girvin & Ferlazzo, P.C., to the Town in any given calendar year shall not exceed the sum of Ten Thousand Dollars (\$10,000), and Girvin & Ferlazzo, P.C. will not perform additional work pursuant to this Letter of Engagement and Retainer or bill for additional attorney's fees without the prior written approval of the Town.

In the event that there is a dispute as to fees, the Town may have the right to arbitrate the dispute pursuant to Part 137 of the Rules of the Chief Administrator. We would be happy to provide the Town with a copy of these rules at your request. Enclosed for your review is a Statement of Client's Rights and Responsibilities.

Under our document retention policy, we normally destroy files seven (7) years after a matter is closed, unless other arrangements are made with the client. Copies of all pleadings and correspondence, and most other documents, will be provided to the Town throughout our representation. The Town should retain these copies for its records.

Thank you for allowing us to be of service to the Town of Schodack.

Very truly yours,

GIRVIN & FERLAZZO, P.C.

By:



Patrick J. Fitzgerald III

Agreed:

TOWN OF SCHODACK

By: _____

Date



IRS issues standard mileage rates for 2019

IR-2018-251, December 14, 2018

WASHINGTON — The Internal Revenue Service today issued the 2019 optional standard mileage rates used to calculate the deductible costs of operating an automobile for business, charitable, medical or moving purposes.

Beginning on Jan. 1, 2019, the standard mileage rates for the use of a car (also vans, pickups or panel trucks) will be:

- 58 cents per mile driven for business use, up 3.5 cents from the rate for 2018,
- 20 cents per mile driven for medical or moving purposes, up 2 cents from the rate for 2018, and
- 14 cents per mile driven in service of charitable organizations.

The business mileage rate increased 3.5 cents for business travel driven and 2 cents for medical and certain moving expense from the rates for 2018. The charitable rate is set by statute and remains unchanged.

It is important to note that under the Tax Cuts and Jobs Act, taxpayers cannot claim a miscellaneous itemized deduction for unreimbursed employee travel expenses. Taxpayers also cannot claim a deduction for moving expenses, except members of the Armed Forces on active duty moving under orders to a permanent change of station. For more details see [Notice-2019-02](#).

The standard mileage rate for business use is based on an annual study of the fixed and variable costs of operating an automobile. The rate for medical and moving purposes is based on the variable costs.

Taxpayers always have the option of calculating the actual costs of using their vehicle rather than using the standard mileage rates.

A taxpayer may not use the business standard mileage rate for a vehicle after using any depreciation method under the Modified Accelerated Cost Recovery System (MACRS) or after claiming a Section 179 deduction for that vehicle. In addition, the business standard mileage rate cannot be used for more than four vehicles used simultaneously. These and other limitations are described in section 4.05 of [Rev. Proc. 2010-51](#).

[Notice 2019-02](#), posted today on [IRS.gov](#), contains the standard mileage rates, the amount a taxpayer must use in calculating reductions to basis for depreciation taken under the business standard mileage rate, and the maximum standard automobile cost that a taxpayer may use in computing the allowance under a fixed and variable rate plan.

Page Last Reviewed or Updated: 14-Dec-2018

2019-059

December 18, 2018
VIA EMAIL & MAIL

David Harris, Supervisor
Town of Schodack
Schodack Town Hall
265 Schuurman Road
Castleton, New York 12033

Re: 2019 Contract Addendums
Town of Schodack, New York

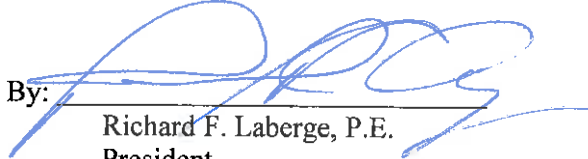
Dear Supervisor Harris:

Enclosed are five addendums to our existing contract to provide services in the following areas during the upcoming year.

2019-01	Planning & Zoning	Hourly	Escrowed
2019-02	Wastewater	Hourly Up To	\$10,000
2019-03	Water	Hourly Up To	\$10,000
2019-04	Planning & Economic Development	Hourly Up To	\$12,000
2019-05	MS4	Lump Sum	\$41,700

Please contact us with any questions on the enclosed. We look forward to working with you and the Town.

Very truly yours,
LABERGE GROUP

By: 
Richard F. Laberge, P.E.
President

RFL: cjb
Enc.

- C: Town Board Members w/encs.
- Dawne Kelly, Secretary to Supervisor, w/encs. (via email only)
- Paul Harter, Comptroller, w/encs. (via email only)
- Nadine Fuda, Planning Director, w/encs. (via email only)

I:\Mktg\NBD\S\Schodack\CONTRACT AND ADDENDUM RELATED\2019\XMIT Add 2019-01-05 Extension.docx

CONTRACT ADDENDUM NO. 2019 – 01
(Planning & Zoning Services)

DATED: January 3, 2019

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 to increase the Hourly Rates in Paragraph A.5 for Planning Board and Zoning Board of appeals to the following:

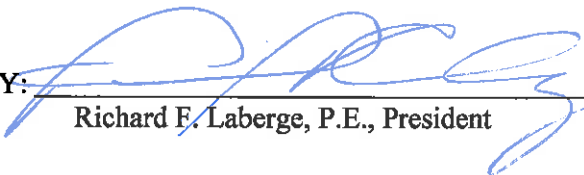
Principal/Project Manager.....	\$194
Project Engineer/Planner.....	\$135
Assistant Engineer/Planner.....	\$101
Administrative Assistant.....	\$72

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

TOWN OF SCHODACK

BY: _____
David Harris, Supervisor

LABERGE GROUP

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

CONTRACT ADDENDUM NO. 2019 – 02
(Wastewater Engineering & Planning Services)

DATED: January 3, 2019

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 planning, coordination, general engineering and consultation related to issues regarding the wastewater in the Town, including but not limited to operation, administration, expansion plans and requests, and any other issues requested by the Town.

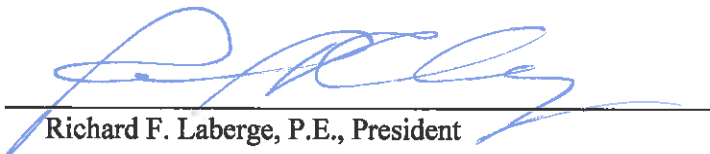
Fee for said services shall be an hourly basis plus expenses not to exceed \$10,000 for 2019.

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

TOWN OF SCHODACK

BY: _____
David Harris, Supervisor

LABERGE GROUP

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

**CONTRACT ADDENDUM NO. 2019-03
(Water Engineering & Planning Services)**

DATED: January 3, 2019

**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 planning, coordination, general engineering and consultation related to issues regarding water in the Town, including but not limited to operation, administration, expansion plans and requests, and any other issues requested by the Town.

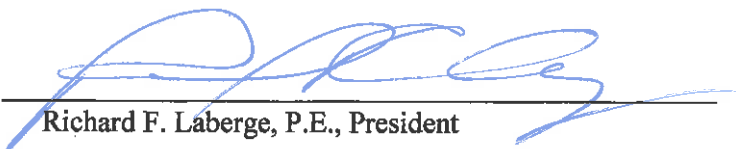
Fee for said services shall be an hourly basis plus expenses not to exceed \$10,000 for 2019.

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

TOWN OF SCHODACK

BY: _____
David Harris, Supervisor

LABERGE GROUP

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

**CONTRACT ADDENDUM NO. 2019 – 04
(General Planning & Economic Development Services)**

DATED: January 3, 2019

**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 planning, coordination, grant applications, general engineering and consultation related to issues of general planning interest and/or economic development in the Town.

Fee for said services shall be an hourly basis plus expenses not to exceed \$12,000.

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

TOWN OF SCHODACK

BY: _____
David Harris, Supervisor

LABERGE GROUP

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

CONTRACT ADDENDUM NO. 2019 – 05
(2019-2020 MS4 Program)

DATED: January 3, 2019

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 additional services for the MS4 Consulting Services for the Town of Schodack for the MS4 year March 10, 2019 – March 9, 2020. Services for each task listed will be billed monthly.

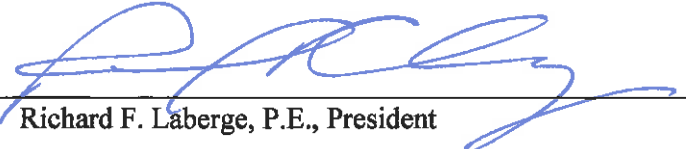
<u>Services</u>	<u>Fee</u>
Administration & Meetings	\$15,500
Field Work & Testing	\$22,000
Coalition Meetings	\$ 4,200
Total	<u>\$41,700</u>

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

TOWN OF SCHODACK

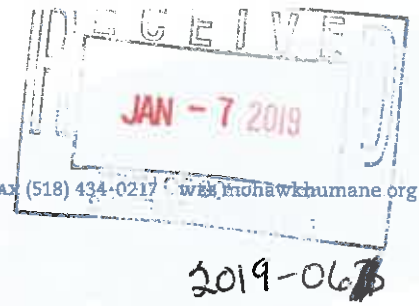
BY: _____
David Harris, Supervisor

LABERGE GROUP

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



3 Oakland Avenue, Menands NY 12204 TEL (518) 434-8128 FAX (518) 434-0217 www.mohawkhumane.org



December 28, 2017

Town of Schodack
265 Schuurman Road
Castleton-on-Hudson, New York 12033

Attn: Town Supervisor David Harris

Re: 2019 Animal Shelter Agreement

Dear Mr. Harris:

Enclosed, please see the proposed 2019 animal shelter agreement for Mohawk Hudson River Humane Society for your review and approval.

Please be aware that the proposed 2018 Animal Shelter Agreement includes a table summarizing fees for added clarity. We have also increased the time to pay before incurring late charges from 30 days to 45 days. There is no fee increase this year.

Please review the enclosed contract and, once signed and duly executed, remit to MHHS at your earliest convenience. A duly executed copy signed by a MHHS representative will then be returned to you for your records. As always, do not hesitate to contact me with any questions.

Best,

A handwritten signature in blue ink, appearing to read "Todd Cramer".

Todd Cramer
President & CEO

Animals. Advocacy. Adoption.

2019 Animal Shelter Agreement between
Mohawk and Hudson River Humane Society and the
Town of Schodack

THIS AGREEMENT, (hereinafter, "AGREEMENT") made this _____ day of _____, 2018, and effective January 1, 2019 to December 31, 2019 between the Town of Schodack, a municipal corporation in the County of Rensselaer, State of New York, hereinafter "MUNICIPALITY" and the MOHAWK AND HUDSON RIVER HUMANE SOCIETY, a domestic non-profit corporation, with its principal place of business at 3 Oakland Avenue, Menands, County of Albany and the State of New York, hereinafter "SOCIETY,"

WITNESSETH

WHEREAS, the MUNICIPALITY has the obligation to seize dogs pursuant to Agriculture and Markets Law Article 7 and Article 26 (hereinafter LAW), and to assure that the dogs are properly sheltered, fed and watered and the MUNICIPALITY desires to obtain the services of the SOCIETY to perform such services as required in Article 7 of the LAW for the redemption periods specified; and

WHEREAS, the SOCIETY maintains a shelter for dogs, cats, birds, and other small domestic mammals, (individually, an "Animal" or collectively, "Animals") brought to it from residents, animal control officers, and/or police officers of the MUNICIPALITY.

NOW THEREFORE, IT IS AGREED between the parties hereto as follows:

ARTICLE I

- 1.) The SOCIETY will provide and maintain a shelter for Animals seized under Section 117 of the LAW, will properly care for all Animals in its care, and will make available for adoption, transfer, or humanely euthanize seized Animals not redeemed as provided in the LAW and the rules and regulations promulgated by the New York State Department of Agriculture and Markets pursuant thereto.
- 2.) The SOCIETY will accept domestic dogs and cats from the MUNICIPALITY under the terms of this agreement. The MUNICIPALITY must secure prior authorization from SOCIETY management prior to bringing any other animal to the SOCIETY by calling the Admitting staff at (518) 434-8128, ext. 216 during regular business hours.
- 3.) All impoundment fees imposed by the municipality will be paid and licenses shall be issued by the MUNICIPALITY to the Animal's owner at the municipal clerk's office. All impoundment and license fees shall be the property of the MUNICIPALITY. Animals may be redeemed at the SOCIETY during normal business hours. The operating hours of the SOCIETY will be provided to the Municipal clerk's office at the beginning of the year, and will be updated if changed. The SOCIETY will permit redemption by the lawful owners (as determined by the

MUNICIPALITY) of seized animals during its posted hours for redemptions, directly from the SOCIETY'S location in Menands, New York. Dogs must be properly licensed by the MUNICIPALITY. All redemption fees must be paid to the MUNICIPALITY. The MUNICIPALITY shall provide the owner with proof of compliance of licensure and payment of redemption fees, and the owner of the animal shall present said proof to the SOCIETY.

4.) The SOCIETY will operate an animal shelter as required in the LAW and will make itself accessible daily to the MUNICIPALITY for the acceptance of dogs and cats brought to the SOCIETY by the MUNICIPALITY. The SOCIETY agrees to provide SOCIETY staff to aid in the entry process for municipal animals into the shelter during business hours only. Officers of the MUNICIPALITY will be given twenty-four (24) hour access, for the limited purpose of bringing animals to the SOCIETY'S incoming area. If the SOCIETY'S incoming area is full or does not contain adequate housing for the specific type of animal, the MUNICIPALITY officer will contact the on-call SOCIETY staff for assistance in kenneling the MUNICIPALITY'S animals. For any dog brought to the SOCIETY by the MUNICIPALITY under Article 7 of the LAW, the expenses and care of the dog will be the sole responsibility of the SOCIETY at the conclusion of the redemption period. The SOCIETY will file and maintain a complete record of any seizure and subsequent disposition of any Animal in the manner described by the Commissioner of Agriculture & Markets, as well as any record required by Article 7 and the rules and regulations promulgated pursuant thereto.

5.) The MUNICIPALITY agrees that all animals suffering from illness or injury will be treated by a licensed veterinarian at the MUNICIPALITY'S expense before being brought to the SOCIETY for holding. Other than prophylactic care provided for in Article II, if veterinary care is required during the redemption period or during the court mandated holding period, the SOCIETY will bill the MUNICIPALITY for the cost of the service. The SOCIETY'S professional staff will determine the need for veterinary care.

6.) The SOCIETY'S records relative to the dispositions of any Animals seized by the MUNICIPALITY shall be available for inspection by the MUNICIPALITY at the times at which the SOCIETY'S offices are open to the public.

7.) The MUNICIPALITY will complete applicable intake forms provided by the MUNICIPALITY or by the SOCIETY at the time the animals are brought to the Society for each animal including desired holding time, seizure reason and release date.

8.) The redemption period for Animals identified with a municipal license identification tag or an implanted microchip identifier is seven (7) days or nine (9) days if served by mail. The redemption period is five (5) days for Animals with no identification. The MUNICIPALITY will inform the SOCIETY of the method of notification. The MUNICIPALITY may request in writing that an Animal may be held by the SOCIETY for a period greater than the redemption period. The MUNICIPALITY will notify the SOCIETY of the final date of the redemption period at the time the animal is brought to the SOCIETY.

9.) The MUNICIPALITY acknowledges the SOCIETY is required to hold Animals for a period of time (currently ten days), in accordance with New York State and local Public Health law, for observation that may have potentially exposed a person or other animal to rabies through bite or other means. This confinement period will be invoiced to the MUNICIPALITY.

ARTICLE II

- 1.) Dogs seized under Article 7 or Article 26 of the LAW and brought to the SOCIETY by the MUNICIPALITY are to be held for the statutory redemption period and then at the conclusion of the redemption period either made available for adoption, transferred to another agency or euthanized per the sole discretion of the SOCIETY. Fees for such services are as follows:
- \$70 per dog per day commencing on the day the dog is brought to the SOCIETY. This base fee includes health and temperament assessment, prophylactic medical treatment and testing, vaccinations, deworming and flea treatment.
 - If the MUNICIPALITY requests, or per court order directs that a Dog be held for a period greater than the statutory redemption period in the LAW, the MUNICIPALITY will be charged an additional \$35.00 per dog, per day, fee by the SOCIETY, after the expiration of the redemption period in addition to the above base fee. Such fee shall accrue until a written request is made to release the dog.
 - Adoptable dogs surrendered to the MUNICIPALITY by residents of the MUNICIPALITY, \$35.00 per dog.
 - Unadoptable dogs surrendered to the MUNICIPALITY by residents of the MUNICIPALITY for euthanasia and cremation: \$70.00.
 - Unadoptable cats surrendered to the MUNICIPALITY by residents of the MUNICIPALITY for euthanasia and cremation: \$32.00.
 - Other domestic pet animals surrendered to the MUNICIPALITY by their owner, \$14.00 flat fee per animal.
 - If the MUNICIPALITY requests, or per court order directs that a domestic pet animal other than a dog be held, the MUNICIPALITY will be charged \$14.00 per animal, per day, fee by the SOCIETY, in addition to the \$28.00 Base Fee, and such fee shall accrue until a written request is made to release the domestic pet animal.
 - Deceased animals brought to MHRHS by the municipality for cremation only: \$30.00 per animal.

Table A, Summary of Fees

	Per Day Housing			Per Animal Services		
	All Seized Holds, Days 1-7	Additional Days (by request)	Rabies Confinement	Surrenders	Euthanasia and Cremation	Group Cremation
Dog	\$70.00	\$35.00	\$70.00	\$35.00	\$70.00	\$30.00
Cat	\$28.00	\$14.00	\$28.00	\$14.00	\$32.00	
Other Domestic Animal	\$28.00	\$14.00	\$28.00	\$14.00	\$32.00	

2.) All fees due under this agreement shall be paid within 45 days of a monthly invoice being sent by the SOCIETY to the MUNICIPALITY. In the event monthly fees are not paid in full, SOCIETY may assess a late payment charge equivalent to ten percent (10%) per year of the unpaid balance, or the maximum amount permitted by law, whichever is less. Failure of the MUNICIPALITY to make such payment in full within forty-five (45) days of the due date shall constitute grounds for termination of the Agreement, and notification to the Commissioner of Agriculture and Markets of the MUNICIPALITY'S violation of Article 7 of the Agriculture and Markets Law.

ARTICLE III

1.) This Agreement shall become effective on January 1, 2019 and shall continue in effect until December 31, 2019. Continued use of the SOCIETY's animal sheltering services on or after January 1, 2019 constitutes constructive acceptance of the terms of this agreement, in the absence of a signed agreement.

2.) Notwithstanding the foregoing, either party shall have the right to terminate this contract with or without cause upon thirty (30) days written notice of such termination.

3.) Notwithstanding the prior terms hereof, the SOCIETY by its Board of Directors reserves the right, on thirty (30) days written notice, to terminate this Agreement without further responsibility on its part in the event that the MUNICIPALITY adopts any local law or ordinance which requires the SOCIETY to perform any act inconsistent with its humane principles.

4.) If any term or provision of the Agreement or the application thereof to any person, firm or corporation or circumstance shall, to any extent, be determined to be invalid or unenforceable, the remainder of the Agreement, or the application of such terms or provisions to persons, firms, or corporations or circumstances other than those to which it is held invalid or unenforceable, shall

not be affected thereby and each term or provision of the Agreement shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have signed as of the date indicated on the first page of this agreement.

By:

Signature

Municipal Official Name (Please Print)

_____ Title _____ Date


MOHAWK AND HUDSON RIVER HUMANE SOCIETY

By: _____ Date: _____

Todd Cramer
President & CEO
Mohawk & Hudson River Humane Society

2019 - 0699
062

MEMORANDUM

To: Town of Schodack Board Members
From:  Joseph Tremblay - Town of Schodack- Building Department
Re: Northern Adirondack Code Enforcement Officials Education Conference
Date: November 28, 2018

I am requesting permission to attend the Northern Adirondack Code Enforcement Officials Education Conference that is held in Lake Placid, NY. This conference will be held March 3rd – March 7th, 2019. The cost estimated for this trip (which includes: conference, hotel, meals & mileage) is approximately \$975.

This is a budgeted line item.

If you have any questions, please feel free to contact me.

**TOWN OF SCHODACK
EDUCATIONAL SEMINARS REQUEST**

Pursuant to Resolution # 2008-056, the Supervisor is authorized to approve staff attendance at educational seminars if registration and expenses are deemed to be appropriately budgeted and do not exceed \$100 in the aggregate.

Staff attending educational program:	<u>Joseph Tremblay</u>
<hr/>	
Name of Seminar/Conf./Course:	<u>Northern Adirondack Code Enforcement</u>
Location (City, State)	<u>Crown Plaza, Lake Placid, NY</u>
<hr/>	
Dates of Seminar:	<u>March 3-7, 2019</u>
<hr/>	
Cost of Seminar:	<u>\$ 280.00</u>
<hr/>	
<u>Travel Costs:</u>	<u>Estimated Amount</u>
Mileage (\$.55/ mile)	<u>\$ 161.70</u>
<hr/>	
Train/Bus/Plane	<u>\$</u>
Town Vehicle	<u>__ Y __ X __ N</u>
<hr/>	
<u>Lodging:</u>	
# of Nights	<u>4</u>
Cost per night	<u>\$ 108.00</u>
Total Lodging Cost	<u>\$ 432.00</u>
<hr/>	
<u>Meals:</u>	
Included in seminar cost	<u>__ Y __ X __ N</u>
Estimated cost if you answered no above	<u>\$100.00</u>
<hr/>	
Total estimated cost to attend:	<u>\$ 973.70</u>
<hr/>	
Is the total cost budgeted?	<u>__ X __ Y __ N</u>
<hr/>	
TB Resolution needed?*	<u>__ X __ Y __ N</u>
<hr/>	
Department Head Approval	<hr/>
Supervisor Approval	<hr/>

* Please plan ahead. A resolution is required prior to any town obligation (payment) for the seminar. Please attach this form and a copy of the resolution, if applicable, to all payment requests involving payment to a vendor or an employee reimbursement.

Note: Please make sure you bring the appropriate tax exemption forms with you. Most restaurants will accept the tax-exempt letter. There is also a special tax-exempt form for hotels.



TOWN OF SCHODACK

VOUCHER

265 Schuurman Road
 Castleton, New York 12033
 Phone: 518-477-7940
 Fax: 518-477-7983

Voucher # _____

General Fund

Date: _____ Check _____

Department: _____

Claimant's Name & Address :

Crowne Plaza Lake Placid Golf Club
 101 Olympic Drive
 Lake Placid, New York 12946

FUND- APPROPRIATION

Amount

B3620.4	\$428.00
TOTAL	\$428.00

Purchase Order Number _____

Date	Invoice #	Quantity	Description of Materials or Service	Unit Price	Total
11/28/18	-	4	Nights-Accomodations @ Crowne Plaza	108.00	432.00
			Northern Adirondack Code Enforcement Officials Association Education Conference- March 3rd-7th, 2019 Lake Placid, New York		
			Resolution#		
				Subtotal	432.00
				Shipping	
				TOTAL	\$ 432.00

CLAIMANT'S CERTIFICATION

I, Crowne Plaza, certify that the above account in the amount of \$432.00 is true and correct; that the items, services, and disbursements charged were rendered to or for the municipality on the dates stated, that no part has been paid or satisfied, that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

 Date Signature Title

(Space Below For Municipal Use)

Department Approval

Approval for Payment

This above service or materials were rendered or furnished
 To the municipality on the dates stated and the charges are correct

This claim is approved and ordered, paid from the
 appropriations indicated above

1/3/19
 Date

Authorized Official

 Date

 Auditing Board

To Comptroller _____



TOWN OF SCHODACK

VOUCHER

265 Schuurman Road
 Castleton, New York 12033
 Phone: 518-477-7940
 Fax: 518-477-7983

Voucher # _____

General Fund

Date: _____ Check _____

Department: Building Department

Claimant's Name & Address:

Northern Adirondack Code Enforcement Officials Association
 101 Olympic Drive
 Lake Placid, NY 12946

FUND- APPROPRIATION

Amount

B 3620.4	280.00
TOTAL	280.00

Purchase Order Number _____

Date	Invoice #	Quantity	Description of Materials or Service	Unit Price	Total
11/28/18		1	Northern Adirondack Code Enforcement Officials Education Conference	280.00	280.00
			March 3 rd -7 th , 2019		
			Registration Fee- \$280.00		
			Attendee: Joseph Tremblay		
			Resolution #		
CLAIMANT'S CERTIFICATION				Subtotal	280.00
				Shipping	
				TOTAL	280.00

I, Northern Adirondack CEO Assoc., certify that the above account in the amount of \$ 280.00 true and correct: that the items, services, and disbursements charged were rendered to or for the municipality on the dates stated, that no part has been paid or satisfied, that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

 Date Signature Title

(Space Below For Municipal Use)

Department Approval

Approval for Payment

This above service or materials were rendered or furnished to the municipality on the dates stated and the charges are correct

This claim is approved and ordered, paid from the appropriations indicated above

1/3/18
 Date

 Authorized Official

 Date Auditing Board

**NORTHERN ADIRONDACK CODE
ENFORCEMENT OFFICIALS ASSOCIATION**

(Members from Clinton, Essex, Franklin, Hamilton, Lewis, St. Lawrence, Saratoga, Warren, and Washington Counties)

INVOICE

November 28, 2018

INVOICE No: CE1001201 - 2019

NOTE NEW MAILING ADDRESS

Payable To:

NORTHERN ADIRONDACK CODE ENFORCEMENT OFFICIALS ASSOCIATION

P O Box 704

Lake Placid NY 12946

Contact: nadirondack@gmail.com

Attendee:

JOSEPH TREMBLAY

265 SCHURMAN ROAD

SCHODACK NY 12033

Attendance at The

Northern Adirondack Educational Conference

March 3 - March 7, 2019

\$280.00

TOTAL AMOUNT DUE

\$280.00

PLEASE MAKE CHECKS PAYABLE TO:

NORTHERN ADIRONDACK CODE ENFORCEMENT OFFICIALS ASSOCIATION

TAX ID: 14-1802502

NYS VENDOR ID: 1000027924

**TREMBLAY , JOSEPH
REGISTRATION CONFIRMATION**



CE1001201

PLEASE PRINT ALL PAGES OF

**THIS DOCUMENT IMMEDIATELY
BRING THIS PAGE WITH YOU TO REGISTRATION**

JOSEPH

**Congratulations. You have been confirmed for Attendance at
The Northern Adirondack Educational Conference
March 3 - March 7, 2019**

**The Conference will be held at:
The Crowne Plaza Resort
101 Olympic Drive
Lake Placid NY 12946**

**Registration will begin Sunday March 3, 2019 from 2 - 5 pm
Registration will continue Monday March 4, 2019 at 7:30 am
Class starts at 9:00AM sharp**

Please carefully review all information below for accuracy.

email any corrections to register@codesclass.com

**Last Name: TREMBLAY
First Name: JOSEPH
Middle Initial:
Address Line 1: 265 SCHUURMAN ROAD
Address Line 2:
City: SCHODACK
State: NY
Zip: 12033
email: joe@schodack.org
Municipality or firm: TOWN OF SCHODACK
Title: BUILDING INSPECTOR
NY Training Id Num:
FDID Num: 42818
Phone Number: 518-
Fax Number:
Meal Choice: Beef**

First Preventer Institute - Adirondack Code Enforcement Officials Association



LODGING RESERVATION FORM

Arrival: Sunday, March 3, 2019 Departure: Thursday, March 7, 2019

Room Type	Single	Double
Traditional		
Nightly Package	\$108.00	\$121.00

Room rates are quoted on a per room, per day basis
 Administrative Fee & Gratuity included
 8.00% NYS Tax and 3% Essex County Tax is Additional
 (unless exempt)

The Nightly Package includes:
 1 Night's Lodging and Breakfast on the following morning

To confirm your room reservation a one night's deposit in the form of a check or a major Credit Card is required.

Check: _____
 CC#: _____ Exp: 06/21

Name: JOSEPH TREMBLAY

Affiliation: TOWN OF SCHODACK

Billing Address: 265 SCHUURMAN AVE

City/State/Zip: CASTLETON, NY 12033

E-mail: JOE@SCHODACK.ORG

Tele#: (518) 477-7940

Fax#: (518) 477-7938

Arrival Date: 3/3/2019 Departure Date: 3/7/2019

- Traditional Family Unit King Lake King Fireplace
 ADK King Jacuzzi ADK King Suite ADK King Exec Suite
 Single (1 person) Double (2 people)

Roommate: _____
 Crowne Plaza is not responsible for assigning roommates.

ROOM DESCRIPTIONS

- Traditional Rooms: 2 Queen beds or 1 King Bed in the Main Hotel.
- Two-Room Family Units in Main Hotel: (additional \$100/nt) overlook lake, King bed, 2 Double beds & full bathroom
- King Bed Lake View (additional \$30/nt)
- King Bed w/ Fireplace: (additional \$50/nt)
- Adk Wing-King Bed Fireplace Jacuzzi: (additional \$150/nt)
- Adk Wing-King Suite: (additional \$250/nt) Adirondack Décor, King Bedroom, Jacuzzi Tub, Full Kitchen and Living Room with Fireplace
- Adk Wing-Tower Suite: (Additional \$300/nt) Adirondack Décor, King Bedroom, 2 Baths, Kitchen, Living Room w/ Fireplace & Murphy Bed
- Rates quoted above are subject to 8.00% NYS Tax, and 3% Essex County Tax (on Room portion), unless exempt
- *NOTE: Specialty Rooms are subject to availability & guaranteed only upon receipt of a written confirmation from the Crowne Plaza Lake Placid.
- Rollaway beds are available upon request at a nightly charge of \$15.00 plus tax

RESERVATION POLICIES

- Reservations received after the conference room block is full or after Sunday, February 3, 2019 will be accepted on an availability basis.
- Cancellations must be received by Sunday, February 17, 2019.
- Deposits will not be refunded after Sunday, February 17, 2019.
- Check in time is 4:00PM - Check out time is 11:00AM.
- Telephone reservations will not be accepted.
- Faxed reservations must be guaranteed by a major Credit Card.
- Reservations will be guaranteed from date of arrival to date of departure, as confirmed and Credit will not be given for Early Check-outs or missed meals.
- Payment arrangements for your stay will be required upon arrival in the form of Cash or major Credit Card.
- Rates for Early Arrival before Sunday, March 3, 2019 or for Late Departures after Thursday, March 7, 2019 quoted upon request, subject to availability and cannot be guaranteed at the Conference Rate.
- Confirmation of your Reservation will be e-mailed, faxed, or mailed using the information provided on this form.

I have read and agree with the above Reservation Policies

Please sign and date 11/20/18

Submit form and deposit to:
 Crowne Plaza Lake Placid
 101 Olympic Drive, Lake Placid, New York 12946
 Telephone: 518-523-2556 Fax: 518-523-9410

Confirmation #: _____
 Res. Agent: _____ Date: _____

EXEMPTION CERTIFICATE - TAX ON OCCUPANCY OF HOTEL ROOMS

STATE OF NEW YORK-Operators of hotels, etc. should not accept this certificate unless the officer or employee presenting it shows satisfactory credentials.
 TO BE RETAINED BY VENDOR AS EVIDENCE OF EXEMPT OCCUPANCY

Vendor: Crowne Plaza Lake Placid, 101 Olympic Dr., Lake Placid, New York 12946 Date: _____ 201_____
 This is to certify that I, the undersigned, am a representative of the United States Government department, agency or instrumentality indicated below; that the charges for the occupancy at the above establishment on the dates set forth below have been or will be paid for by such governmental unit; and that such charges are incurred in the performance of my official duties as a representative or employee of such governmental unit.

Dates of Occupancy: _____ Signature: _____

Governmental Unit: _____ Title: _____

NOTE: A SEPARATE EXEMPTION CERTIFICATE IS REQUIRED FOR EACH OCCUPANCY AND FOR EACH REPRESENTATIVE OR EMPLOYEE.



28-NOV-2018

**Joseph Tremblay
265 Schuurman Road
Castleton on Hudson NY 12033
United States**

Thank you for making your reservation at the Crowne Plaza Lake Placid. We have reserved the following accommodations for you:

Arrival Date	Departure Date	Nightly Rate	Room Type
03-03-19	03-07-19	108.00 USD	TDBN

Your Confirmation Number is 49246768, and you are guaranteed for late arrival.

If you find it necessary to cancel or change plans, please inform us 14 days prior to 03-03-19 to avoid a charge of one night's room and tax.

Again, thank you for choosing the Crowne Plaza Lake Placid. We look forward to having you as our guest.

Best regards,

Reservations Office

2019-065

**(TCD) THE CRUISERS DIVISION
 430 MT. PLEASANT AVENUE
 MAMARONECK, N.Y. 10543
 TEL# (914) 381-7700
 Fax# (914) 381-6648
 Email tcdiv@nypd.com**

Schenectady Police Dept
 Officer McNight
smcnight@schennypolice.com
 518-477-8078 518-478-3802 fax

December 10, 2018

2018 Ford Interceptor Utility AWD (Marked) Color BLACK
 County Contract # RFB-WC-17295
 1811 (Hohol) Load/Indeck
 Dark Car Interior Lights
 Drivers Side spotlight Led Upgrade to Wireless
 Radio Mounting Straps, Backup Lip Camera, Backup Sensors
 Grill Harness
 Remappable Steering Wheel Switches
 Headlight housing for Led's, Tail Light Housing
 Heated Mirrors
 Sync Blue Tooth
 Door lock Plungers
 Fleet Key 1284 X
 Front Console, Rear Console
 Deflector Shield
 Whelen Wagon Legacy Solo Front Dno Rear or Liberty Bar
 Baiter PMSU 1A lens
 Baiter 70/30 Single Pinnum Partition w/Poly Divide & Rear Plastic Seat Insert
 Baiter Rear Cargo Partition
 Havis C-Y8-1308-lam Console w/ Armrest, (C-ARFB-101), Cupholder, Coin Dish, Mic Clips
 Hella Naplight
 Havis C-411204-204
 Havis CG-X Charge Guard
 Whelen Carbide Bina Light Controller
 Whelen SA 315P 100 Watt Speaker
 Whelen Mirror Hcama
 Whelen 88FFP0816 Wig Ways
 Whelen IONC in Front Console
 Whelen ION7 Rear inside Tailgate
 Whelen VTX600R in Rear Tail Light
 Havis C-TIP-INL-P-2 Under floor Equipment tray
 Total per Vehicle 340,786.00

PO to:
 Vance Country Ford
 C/O TCD
 430 Mt Pleasant Ave
 Mamaroneck, NY 10543

Respectfully Submitted

Gary Chernick

2019.067

Matthew Montross



To Whom It May Concern:

I would like to extend my leave of absence as a Police Officer with the Town of Schodack, into 2019. I am currently a police officer in New York State with Civil Service Status.

Thank you,



Matthew Montross

Rec'd
4/2/2019
JSP

~~2018-068~~
2019-068



PHELPS BROTHERS ROOFING, LLC
P.O. Box 182
East Schodack, NY 12063
(518) 479-4362
phelpsbrothersroofing@yahoo.com

ADDRESS

Town Of Schodack
School House
1125 South Schodack Rd
Castleton On Hudson, Ny 12033

ESTIMATE 2599

DATE 06/07/2018

EXPIRATION DATE 06/07/2019

CONTACT

Jason Don

ACTIVITY

AMOUNT

Price includes paying prevailing rate for all wages associated with this job. **9,200.00**

- Remove existing roofing, clean all debris and haul away.
- Installation of new GAF Timberline HD Lifetime shingles.
- Installation of metal drip edge.
- Installation of six feet of ice & water barrier along the face of the roof.
- Installation of synthetic underlayment.
- Install new collars around plumbing vents.
- Installation of shingle over type ridge vent.

Wood replacement can only be determined by inspection upon removal of shingles.
Replacement Cost per 4' x 8' sheet of plywood: \$65.00

ALL WORK IS TO BE PERFORMED IN A WORKMANSHIP LIKE MANNER.
ALL PAYMENTS TO BE RECEIVED UPON COMPLETION OF JOB.

TOTAL \$9,200.00

Accepted By

Accepted Date

August 13, 2018

(Resolution 2018-207)



PHELPS BROTHERS ROOFING, LLC
P.O. Box 182
East Schodack, NY 12063
(518) 479-4362
phelpsbrothersroofing@yahoo.com

ADDRESS

Town Of Schodack
School House
1125 South Schodack Rd
Castleton On Hudson, Ny 12033

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**ALL WORK IS TO BE PERFORMED IN A WORKMANSHIP LIKE MANNER.
ALL PAYMENTS TO BE RECEIVED UPON COMPLETION OF JOB.**

TOTAL \$9,200.00

Accepted By

Accepted Date

2019-0102
068

2018-207 **WHEREAS**, the school house located on Clove Road (the "School House") is a historically significant property owned and maintained by the Town; and

WHEREAS, it has been determined that the roof of the School House has fallen into disrepair and is in such as state so as to allow the elements into the School House, likely causing significant and permanent damage to the structure; and

WHEREAS, the Town is desirous of repairing the roof of the School House in order to preserve the structure for the enjoyment of future generations; and

WHEREAS, in accordance with Town procedure, multiple quotes were solicited and received for the repair and/or replacement of the School House roof; and

WHEREAS, having reviewed those quotes the Town has determined that the quotes offered by Phelps Brothers Roofing, LLC in the amount of \$9,200.00 and Lawlor Construction LLC in the amount of \$9,740.00 represent the best values for the requested repair services.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby authorizes the Supervisor to enter into an agreements with Phelps Brothers Roofing, LLC and Lawlor Construction LLC for the timely and competent repair and/or replacement of the School House roof or portions thereof for an amount not to exceed \$18,940.00