

**RETAINER AGREEMENT
FOR
TOWN ATTORNEY SERVICES**

This Retainer Agreement for Town Attorney Services ("Agreement") is made and entered into by and between GIRVIN & FERLAZZO, P.C., and the TOWN OF SCHODACK (the "Town"), a municipal corporation of the State of New York.

RECITALS

A. Girvin & Ferlazzo, P.C. ("Firm"), is a law firm located at 20 Corporate Woods Boulevard, Albany, New York, 12211, and Christopher P. Langlois, Esq, is a shareholder of said Firm with extensive municipal experience and the ability to carry out the duties described in this Agreement.

B. The Town desires to contract with Girvin & Ferlazzo, P.C., to provide contract Town Attorney legal services to the Town through the appointment of Christopher P. Langlois, Esq., as Town Attorney as an independent contractor and not as a Town employee.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth in this Agreement, Girvin & Ferlazzo, P.C., and the Town agree as follows:

1. APPOINTMENT OF CONTRACT TOWN ATTORNEY

A. Christopher P. Langlois, Esq., is hereby designated and appointed as Town Attorney of the Town and shall serve and be compensated as provided by this Agreement. As the Town Attorney, Christopher P. Langlois, Esq., shall process, coordinate, and direct, as necessary, all legal services provided under this Agreement in order to maximize the timeliness and usefulness of the delivery of such services. Christopher P. Langlois, Esq., shall perform those duties and responsibilities customarily associated with the Town Attorney position and shall also attend all Town Council meetings and other meetings, as requested by the Town Council, and be available at all reasonable times to the Town Supervisor and Town Council in relationship to all legal services to be furnished by under this Agreement. Christopher P. Langlois shall also direct and coordinate all internal activities of his office so that all services provided under this Agreement to the Town shall be fully competent, professional, consistent, timely, and in accordance with the standards prevalent in the industry. It is expressly understood that the experience, knowledge, capability, and reputation of Christopher P. Langlois, Esq., are a substantial inducement for the Town to enter into this Agreement. Christopher P. Langlois, Esq., shall be responsible during the term of this Agreement for directing all activities of his office on behalf of the Town and devoting such time as necessary to personally supervise such services.

B. The term of this Agreement shall commence as of January 1, 2021 and shall continue thereafter unless and until it is terminated or amended.

2. SCOPE OF WORK

Christopher P. Langlois, Esq., agrees to perform all necessary legal services as Town Attorney at the amount budgeted in the adopted Year 2021 Schodack Town Budget and as such Town Attorney shall provide legal counsel and advice relating to matters of New York State Town Law and municipal governance and such other matters customarily associated with the Town Attorney position. All payments due and owing pursuant to this Agreement shall be paid to Girvin & Ferlazzo, P.C., monthly in twelve (12) equal payments. Any legal services not covered under the scope of this Agreement, including representation of the Town in connection with litigation matters and/or special projects, shall be subject to a separate Letter of Engagement and Retainer between the Town and the Firm.

3. PROHIBITION AGAINST SUBCONTRACTING, DELEGATING OR ASSIGNMENT

Girvin & Ferlazzo, P.C., and Christopher P. Langlois, Esq., shall not contract with or delegate to any individual or other entity to perform on the Town's behalf, in whole or in part, any of the services required under this Agreement without the prior express approval of the Town. In addition, neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior express approval of the Town.

4. CONFLICT OF INTEREST

Girvin & Ferlazzo, P.C., and Christopher P. Langlois, Esq., shall at all times avoid conflicts of interest in the performance of this Agreement. In the event that a conflict arises, Girvin & Ferlazzo, P.C., and Christopher P. Langlois, Esq., shall immediately notify the Town.

5. INDEPENDENT CONTRACTOR

Girvin & Ferlazzo, P.C., and Christopher P. Langlois, Esq., shall perform all services required under this Agreement as an independent contractor of the Town, and shall remain at all times as to the Town a wholly independent contractor of the Town. Christopher P. Langlois, Esq., shall not at any time or in any manner represent that he or any of his employees or agents are Town employees.

6. DISPUTE RESOLUTION

If any dispute or disagreement arises between the Town and the Firm as to any matter relating to this Agreement, including but not limited to the scope of services, the performance of the respective responsibilities of the Town and Christopher P. Langlois, Esq., and the quality of the services rendered, the Town and the Firm agree to confer and attempt to resolve the matter informally. If the parties cannot agree, they agree that they will refer the dispute to mediation to the fullest extent permitted by law. The parties are aware that mediation is a voluntary process

2021-049



Law Offices
of
PHILIP J. DANAHER, ESQ.
1001 Glaz Street
East Greenbush, New York 12061

Telephone (518) 463-4383

Fax (518) 463-4386

December 29, 2020

Honorable David Harris, Supervisor
265 Schuurman Road
Castleton-on-Hudson, New York 12033

Dear Mr. Harris:

Attached please find proposed 2021 Retainer Agreement for Deputy Town Attorney/Traffic Prosecutor Services, in triplicate. After signing of all three (3) copies of the Retainer Agreement, please file one (1) copy with the Town Clerk, retain one (1) copy for your office, and return one (1) copy to my office in the stamped, self-addressed envelope provided herewith.

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

Very truly yours,

A handwritten signature in blue ink, appearing to read "Philip J. Danaher". The signature is fluid and cursive, with a long horizontal stroke at the end.

Philip J. Danaher, Esq.

PJD:rmt
Enclosure

**RETAINER AGREEMENT
FOR
DEPUTY TOWN ATTORNEY/TRAFFIC PROSECUTOR SERVICES**

This Retainer Agreement for Deputy Town Attorney/Traffic Prosecutor Services (“Agreement”) is made and entered into by and between the LAW OFFICES OF PHILIP J. DANAHER, ESQ., and the TOWN OF SCHODACK (the “Town), a municipal corporation of the State of New York.

RECITALS

A. Philip J. Danaher, Esq., is a firm in the general practice of law with extensive municipal experience, and is fully able to carry out the duties described in this Agreement.

B. The Town desires to contract with Philip J. Danaher, Esq., to provide contract legal services to the Town as an independent contractor and not as a Town employee.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth in this Agreement, Philip J. Danaher, Esq., and the Town agree as follows:

1. **APPOINTMENT OF CONTRACT DEPUTY TOWN ATTORNEY/TRAFFIC PROSECUTOR**

A. Philip J. Danaher, Esq., is hereby designated and appointed as Deputy Town Attorney/Traffic Prosecutor of the Town and shall serve and be compensated as provided by this Agreement. As the Deputy Town Attorney/Traffic Prosecutor, Philip J. Danaher, Esq., shall process, coordinate, and direct, as necessary, all legal services provided under this Agreement in order to maximize the timeliness and usefulness of the delivery of such services. Philip J. Danaher, Esq., shall prosecute all non-criminal tickets issued by members of the New York State Police in the jurisdictional limits of the Town of Schodack made returnable before the Town Court of the Town of Schodack and shall also attend all Town Council meetings and other meetings, as requested by the Town Council, and be available at all reasonable times to the Town Supervisor and Town Council, the Town Justices, as well as the Justice Court Clerk, in relationship to all legal services to be furnished by Philip J. Danaher, Esq., under this Agreement. Philip J. Danaher, Esq., shall also direct and coordinate all internal activities of his office so that all services provided by Philip J. Danaher, Esq., under this Agreement to the Town shall be fully competent, professional, consistent, timely, and in accordance with the standards prevalent in the industry. It is expressly understood that the experience, knowledge, capability, and reputation of Philip J. Danaher, Esq., are a substantial inducement for the Town to enter into this Agreement. Philip J. Danaher, Esq., shall be responsible during the term of this Agreement for directing all

activities of his office on behalf of the Town and devoting such time as necessary to personally supervise such services.

B. The term of this Agreement shall commence as of January 1, 2021 and shall continue thereafter unless and until it is terminated or amended.

2. SCOPE OF WORK

A. Philip J. Danaher, Esq., agrees to perform all necessary legal services as Traffic Prosecutor at the amount budgeted in the adopted Year 2021 Schodack Town Budget and as such Traffic Prosecutor shall prosecute all non-criminal traffic tickets issued by the New York State Police within the jurisdictional boundaries of the Town of Schodack and made returnable in the Schodack Town Court, and Philip J. Danaher, Esq., shall further serve as Deputy Town Attorney at no compensation, when the Town Attorney/Attorney for the Town is not available to serve in such capacity. All payments due and owing to Philip J. Danaher, Esq., pursuant to this Agreement shall be paid monthly in twelve (12) equal payments.

3. PROHIBITION AGAINST SUBCONTRACTING, DELEGATING OR ASSIGNMENT

Philip J. Danaher, Esq., shall not contract with or delegate to any individual or other entity to perform on the Town's behalf, in whole or in part, any of the services required under this Agreement without the prior express approval of the Town. In addition, neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior express approval of the Town.

4. CONFLICT OF INTEREST

Philip J. Danaher, Esq., shall at all times avoid conflicts of interest in the performance of this Agreement. In the event that a conflict arises, Philip J. Danaher, Esq., shall immediately notify the Town.

5. INDEPENDENT CONTRACTOR

Philip J. Danaher, Esq., shall perform all services required under this Agreement as an independent contractor of the Town, and shall remain at all times as to the Town a wholly independent contractor of the Town. Philip J. Danaher, Esq., shall not at any time or in any manner represent that he or any of his employees or agents are Town employees.

6. DISPUTE RESOLUTION

If any dispute or disagreement arises between the Town and Philip J. Danaher, Esq., as to any matter relating to this Agreement, including but not limited to the scope of services, the performance of the respective responsibilities of the Town and Philip J. Danaher, Esq., and the quality of the services rendered, the Town and Philip J. Danaher, Esq., agree to confer and attempt to resolve the matter informally. If the parties cannot agree, they agree that they will refer the dispute to mediation to the fullest extent permitted by law. The parties are aware that

ATTORNEY: PHILIP J. DANAHER, ESQ
1001 Glaz Street
East Greenbush, New York 12061

10. AMENDMENT OF AGREEMENT

This Agreement contains all of the agreements of Philip J. Danaher, Esq., and the Town. This Agreement may be amended at any time by mutual consent of the parties by an instrument in writing.

IN WITNESS WHEREOF, the duly authorized representative of the parties have executed this Agreement in duplicate the 29th day of December, 2020.

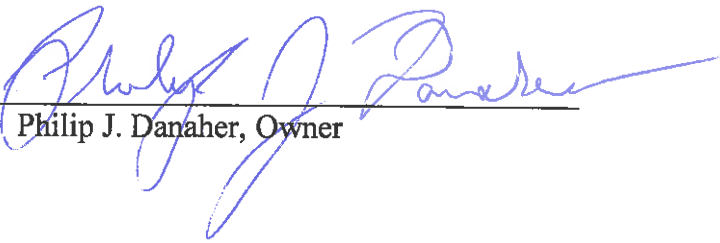
TOWN OF SCHODACK
A Municipal Corporation of the
State of New York

By: _____
David Harris
Town Supervisor

ATTEST:

Town Clerk

LAW OFFICES OF PHILIP J. DANAHER, ESQ.

By: 
Philip J. Danaher, Owner

**PROFESSIONAL SERVICE AGREEMENT
FOR
LEGAL SERVICES**

THIS AGREEMENT, made this day of January, 2021 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 special improvement districts under the Town Law 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 - \$275.00 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.
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.

2021-054



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 4, 2021

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 for calendar year 2021.

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.

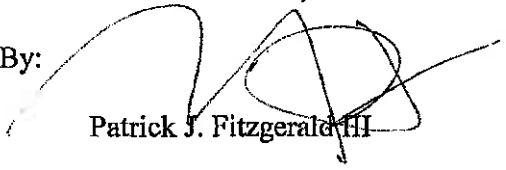
Under our document retention policy, we normally destroy files seven (7) years after a matter is closed, unless other arrangements are made with the client. Copies of all pleadings and correspondence, and most other documents, will be provided to the Town throughout our representation. The Town should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

ANIMAL SHELTERING AGREEMENT

THIS AGREEMENT, made this ___ day of December, 2020 by and between the **TOWN OF SCHODACK**, a municipal corporation in the County of Rensselaer, State of New York, with offices located at 265 Schuurman Road, Castleton, New York 12033 ("Town") and **MAGGIE BANKER** ("DCO"), an individual residing at [REDACTED], New York, [REDACTED].

WHEREAS, the DCO has been duly appointed as a Dog Control Officer for the Town of Schodack, New York; and

WHEREAS, in the course of the performance of her duties as Dog Control Officer, DCO will from time to time come into the physical possession of dogs seized by the DCO in accordance with the provisions of Section 117 of the Agriculture and Markets Law; and

WHEREAS, the DCO maintains a facility located at [REDACTED], New York, [REDACTED] ("the Facility") suitable for the sheltering and care of dogs which may come into her possession in the course of the performance of her duties as DCO for the Town; and

WHEREAS, the Town and the DCO wish to enter into this Animal Sheltering Agreement for the purpose of setting forth the terms and conditions pursuant to which DCO shall shelter at the Facility those dogs which come into her possession in the course of her performance of her duties as the DCO for the Town.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. **TERM** This Animal Sheltering Agreement shall be for a term commencing on January 1, 2021, and terminating on December 31, 2021, unless terminated earlier in accordance with the provisions of Section 4 below.

2. **SERVICES** The DCO shall provide the following shelter services during the term of this Agreement:

a. The DCO shall provide and maintain shelter at the Facility for up to three (3) dogs at any one time. In the event that the DCO cannot shelter a dog at the Facility because the Facility capacity has been reached, or because the DCO deems the dog too dangerous to safely shelter at the Facility, the DCO shall arrange for the dog to be sheltered by the Mohawk and Hudson River Humane Society.

b. The DCO shall maintain the Facility in good order and good repair, and in a safe, clean, and usable condition, in accordance with 1 NYCRR Part 77 and any other applicable State and local laws and/or ordinances. The DCO shall be solely responsible for maintaining the Facility in good order and good repair, and in a safe, clean, and usable condition.

c. The DCO shall be responsible for ensuring that all dogs sheltered at the Facility are properly sheltered, fed, and watered pursuant to the regulations promulgated by the New York State Department of Agriculture and Markets, as set forth at 1 NYCRR Part 77.

d. The DCO shall hold each unidentified dog sheltered at the Facility for a period of five (5) days from the date of seizure ("redemption period"), during which period the dog may be redeemed by the owner thereof upon payment of the appropriate impoundment fee. All impoundment fees shall be payable to, and the property of, the Town. The redemption period for identified dogs shall be in accordance with Section 117 of the Agriculture and Markets Law.

e. Upon expiration of the redemption period, the DCO shall, in her discretion, arrange for the disposition of each dog not redeemed by the owner thereof via adoption, euthanasia, or transfer.

f. The DCO shall promptly make and maintain a complete record of any seizure and the subsequent disposition (i.e., redeemed, adopted, euthanized or transferred) of any dog, including but limited to (a) a description of the dog by breed, coloring, and gender, (b) the date and hour of the seizure, (c) the official identification number of such dog, if any, (d) the location of the seizure, (e) the reason for the seizure, and (f) the owner's name and address, if known. If the DCO delivers a dog to the Mohawk and Hudson River Humane Society, the date of the delivery must be recorded. The DCO shall maintain all such records for a minimum of three (3) years.

g. The DCO shall in all respects perform the shelter services set forth in this Agreement in accordance with all application State and local laws and regulations.

3. **FEES FOR SERVICES** In consideration of the shelter services provided hereunder, the Town shall pay to the DCO a fee equal to \$20 per day for each dog sheltered at the Facility. Fees shall accrue beginning on the first day of confinement, and shall continue to accrue each day thereafter until either the dog is redeemed and returned to its owner, or the applicable redemption period has expired.

4. **TERMINATION** Either party shall have the right to terminate this Agreement, with or without cause, upon thirty (30) days written notice of such termination.

In witness whereof, the parties by their duly authorized representatives have signed as of the date indicated on the first page of this Agreement.

TOWN OF SCHODACK

By: _____
David B. Harris, Town Supervisor

By: _____
Maggie Banker, DCO

2021-067

December 23, 2020
VIA EMAIL & MAIL

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

Re: 2021 Contract Addendums
Town of Schodack, New York

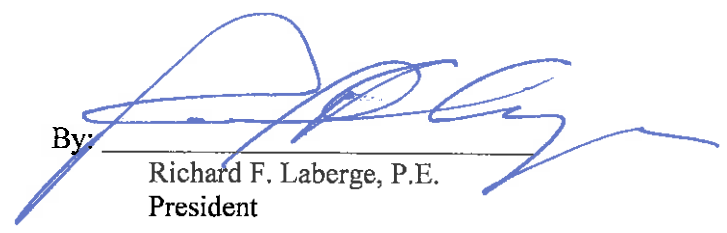
Dear Supervisor Harris:

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

2021-01	Planning & Zoning	Hourly	Escrowed
2021-02	Wastewater	Hourly Up To	\$10,000
2021-03	Water	Hourly Up To	\$10,000
2021-04	Planning & Economic Development	Hourly Up To	\$12,000
2021-05	MS4	Lump Sum	\$45,800

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
Encs.

- 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\Business Development\Government Organizations\S\Schodack - Town\General Information\Contract & Contract Related\2021\XMIT Add 2021-01-05 Extension.docx

CONTRACT ADDENDUM NO. 2021 – 01
(Planning & Zoning Services)

DATED: January 15, 2021

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:

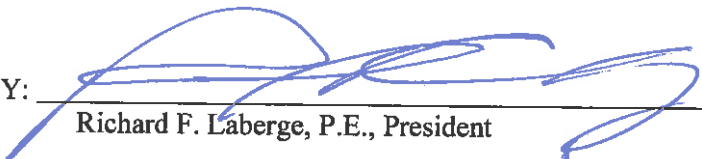
Principal/Project Manager.....	\$205
Project Engineer/Planner.....	\$143
Assistant Engineer/Planner.....	\$107
Administrative Assistant.....	\$76

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. 2021 – 02
(Wastewater Engineering & Planning Services)

DATED: January 15, 2021

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 2021.

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. 2021-03
(Water Engineering & Planning Services)**

DATED: January 15, 2021

**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.

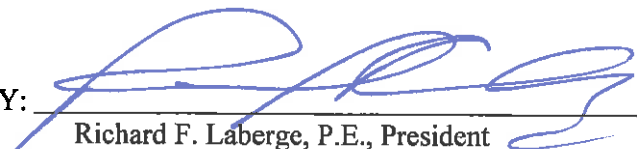
Fee for said services shall be an hourly basis plus expenses not to exceed \$10,000 for 2021.

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. 2021 – 04
(General Planning & Economic Development Services)

DATED: January 15, 2021

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 for 2021.

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. 2021 – 05
(2021-2022 MS4 Program)

DATED: January 15, 2021

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, 2021 – March 9, 2022. Services for each task listed will be billed monthly.

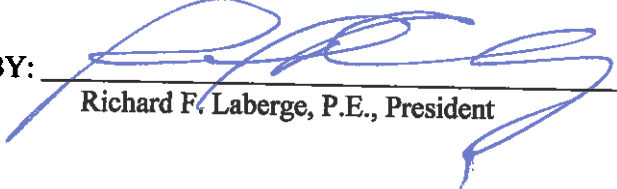
Services	Fee
Administration & Meetings	\$16,500
Field Work & Testing	\$24,500
Coalition Meetings	<u>\$ 4,800</u>
Total	<u>\$45,800</u>

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

2021-072

Invoice

Rocket Monitoring Services

PO Box 925
Cape Canaveral, FL 32920

Date	Invoice #
1/6/2021	1898

Bill To
Town Of Schodack 265 Schuuman Road Castleton, NY 12033

P.O. No.	Terms	Due Date	Rep	Site/Project Name		
	Net 30	2/5/2021	MC	2021 Septic Monitoring		
Item	Description		Qty	Rate	Amount	
TCOM Monitoring - ...	Monitoring of TCOM Control Panel for Schodack Landing AdvanTex Treatment System. Includes data collection and alarm reporting to Town and/or Service Provider Panel - TCOM-DAX/DAX/DAX2 PTROCS(2)/ROCS GFI UV HT SA. System - AdvanTex AX100 x5		12	100.00	1,200.00	
VeriComm Monitori...	East Schodack VeriComm Panel. Includes Quarterly Reports, alarm clearing & adjustments. **Note - VeriComm calls over 30 per month incur a \$.50/call fee. RMS will notify Town when calls approach 20 so action can be taken to avoid fees. Rocket Monitoring Services (RMS) will provide data collection and monitoring of the control panel. This includes 24/7 coverage, annual download of complete log, and reporting to service providers and/or system owner when applicable. RMS is not responsible for any associated actions of the system such as power failures, pump/control failures or system levels. Customer agrees to maintain a standard (POTS) phone line capable of dialing a toll-free (1-800) phone number for access inbound & outbound 2021 - January - December		1	300.00	300.00	
				Total	\$1,500.00	
321-613-3321	sales@rocketmonitoring.com	www.rocketmonitoring.com				



Rocket Monitoring Services, LLC
Commercial Remote Monitoring Agreement

This Agreement is between the System Owner and Rocket Monitoring Services, LLC (hereafter referred to as "RMS") for Remote Monitoring ("O&M") services that RMS will perform as described in this Agreement.

System Type: AdvanTex AX100 TCOM Panel (Schodack Landing) & East Schodack VeriComm Panel
System Owner: Town of Schodack, NY
System Location: Schodack Landing Sewer System (TCOM) & Town of East Schodack (VeriComm)
Billing Address: 265 Schuurman Road, Castleton, NY 12033
Billing Contact: Ken Holmes **Telephone:** 518-477-7919 **Email:** ken.holmes@schodack.org
Facilities Contact: Ken Holmes **Telephone:** 518-376-4031 **Email:** ken.holmes@schodack.org

1. Term of Agreement:

This Agreement is for a term of 1 year. January 1, 2021 through December 31, 2021.

2. Fees & Payments:

RMS will perform the monitoring services as outlined in this Agreement for a fee of \$1,500/year. Payment schedule will be one time, due at start of contract.

3. Remote Monitoring:

RMS will remotely monitor the System through use of the TCOM & VeriComm Control Panels for the duration of this contract. RMS will monitor for any alerts and/or alarms and notify the Facilities Contact and copy the System Owner of any such occurrences. RMS will also monitor the performance of the System and make adjustments to the System's Settings as it sees fit. Owner agrees to maintain standard telephone lines to the panels with access to dial a toll-free number (or internet connection with outbound email capabilities) for the duration of the contract.

4. Reporting:

RMS will provide monthly reports for the activities including flows, pump operation, recirculation ratio, and alarm summary.

5. Technical Support:

RMS will provide technical support by telephone for System questions and possible alarm conditions for the duration of this Agreement. RMS reserves the right to bill for any technical support provided after business hours, for calls that exceed 5 minutes, and for excessive calls. Billing rate is \$75/hr. with ½ hr. minimum. Excessive VeriComm calls (over 30 per month) will incur a \$.50 per call fee. Every attempt will be made to avoid excess VeriComm fees by discussing with system Owner when panel hits 20 calls.

6. Termination/Cancellation:

This Agreement may be terminated or cancelled by either party at any time and for any or no reason upon fifteen (15) days prior written notice from one party to the other. In the event of any termination or cancellation of this agreement by RMS or the System Owner:

System Owner will pay all amounts (if any) owed to RMS.

- RMS shall cease performance of all services as outlined under this Agreement.
- RMS shall refund to System Owner, on a pro-rata basis, all unearned fees paid to RMS, less a termination fee of \$250.

7. Assignment by RMS:

RMS reserves the right to assign its rights and obligations under this Agreement to a qualified third party designated by RMS and approved by System Owner. In the event of such an assignment, RMS will no longer be responsible for any performance obligations under this Agreement or any other liability associated with this Agreement.

8. LIMITATION OF LIABILITY

The sole liability of RMS under this Agreement shall be to correct any errors, malfunctions or defects in the System directly caused by RMS's failure to perform any services in a good and workmanlike manner; provided, however, in no event shall RMS's liability to the System Owner exceed the total of the amounts paid to RMS under this Agreement by the System Owner. In no event shall RMS be liable to the System Owner or any third-party claimant for any indirect, special, punitive, consequential or incidental damages or lost profits arising out of or related to this Agreement or the performance or breach thereof, whether based upon a claim or action of Agreement, warranty, negligence or strict liability or other tort, breach of any statutory duty, indemnity, or contribution or otherwise, even if RMS has been advised of the possibility of such damages.



ROCKET MONITORING SERVICES

Dated: _____

System Owner

By: _____

Name: _____

Title: _____

Rocket Monitoring Services, LLC

By: _____

Name: _____

Title: _____

Rocket Monitoring Services, LLC

P.O. Box 925
Cape Canaveral, FL 32920
Telephone: 321-613-3321
Cell: 321-505-0504
Email: support@rocketmonitoring.com



Rocket Monitoring Services, LLC
Commercial Remote Monitoring Agreement

This Agreement is between the System Owner and Rocket Monitoring Services, LLC (hereafter referred to as "RMS") for Remote Monitoring ("O&M") services that RMS will perform as described in this Agreement.

System Type: AdvanTex AX100 TCOM Panel (Schodack Landing) & East Schodack VeriComm Panel

System Owner: Town of Schodack, NY

System Location: Schodack Landing Sewer System (TCOM) & Town of East Schodack (VeriComm)

Billing Address: 265 Schuurman Road, Castleton, NY 12033

Billing Contact: Ken Holmes Telephone: 518-477-7919 Email: ken.holmes@schodack.org

Facilities Contact: Ken Holmes Telephone: 518-376-4031 Email: ken.holmes@schodack.org

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System Owner will pay all amounts (if any) owed to RMS.

- RMS shall cease performance of all services as outlined under this Agreement.
- RMS shall refund to System Owner, on a pro-rata basis, all unearned fees paid to RMS, less a termination fee of \$250.

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Page 1 of 2

8. LIMITATION OF LIABILITY

The sole liability of RMS under this Agreement shall be to correct any errors, malfunctions or defects in the System directly caused by RMS's failure to perform any services in a good and workmanlike manner; provided, however, in no event shall RMS's liability to the System Owner exceed the total of the amounts paid to RMS under this Agreement by the System Owner. In no event shall RMS be liable to the System Owner or any third-party claimant for any indirect, special, punitive, consequential or incidental damages or lost profits arising out of or related to this Agreement or the performance or breach thereof, whether based upon a claim or action of Agreement, warranty, negligence or strict liability or other tort, breach of any statutory duty, indemnity, or contribution or otherwise, even if RMS has been advised of the possibility of such damages.



ROCKET MONITORING SERVICES

Dated: _____

System Owner

By: _____

Name: _____

Title: _____

Rocket Monitoring Services, LLC

By: Michael Curran

Name: Michael Curran

Title: Manager

Jan. 6 2021

Rocket Monitoring Services, LLC

P.O. Box 925
Cape Canaveral, FL 32920
Telephone: 321-613-3321
Cell: 321-505-0504
Email: support@rocketmonitoring.com

2021-074

**CAPITAL REGION MULTIPLE LISTING SERVICE, INC.
STANDARD FORM CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE**

THIS IS A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, WE RECOMMEND ALL PARTIES TO THE CONTRACT CONSULT AN ATTORNEY BEFORE SIGNING.

1. IDENTIFICATION OF PARTIES TO THE CONTRACT

- A. **SELLER** - The Seller is Town of Schodack with an office located at 256 Schuurman Road, Castleton, NY 12033 (the word "Seller" refers to each and all parties who have an ownership interest in the property).
- B. **PURCHASER** - The Purchaser is James Oakes, Jr., residing at 175 Nantasket Road, Nassau, NY 12123 (the word "Purchaser" refers to each and all of those who signed below as Purchaser).

2. PROPERTY TO BE SOLD

The property and improvements which the Seller is agreeing to sell and which the Purchaser is agreeing to purchase is known as 4 Parcels of Vacant Land (Tax Map Nos.: 201.12-7-3, 201.12-7-4, 201.12-7-5, 201.12-7-10) located in the City, Village or Town of Schodack in Rensselaer County, State of New York. This property includes all of the Seller's rights and privileges, if any, to all land, water, streets and roads annexed to, and on all sides of the property. The lot size of the property is approximately: as per deed.

3. ITEMS INCLUDED IN SALE

Awnings	Heating/Central Air	Storm & Screen Doors
Built-in Appliances & Cabinets	Lighting Fixtures & Paddle Fans	Storm Windows & Screens
Built-in Closet Systems	Plumbing Fixtures	Smoke & Carbon Monoxide Detectors
Drapery Rods & Curtain Rods	Pumps	Television Aerials & Satellite Dishes
Electric Garage Door Opener(s) & Remote(s)	Security & Alarm System(s)	Wall-to-Wall Carpeting, as placed
Fencing	Shades & Blinds	Water Filters & Treatment Systems
Fireplace Insert, Doors and/or Screen	Shrubs, Trees, Plants	

~~The items listed above, if now in or on said premises, and owned by the Seller free from all liens and encumbrances, are included in the sale "as is", on the date of this offer and will be in working condition at the time of closing, together with the following items:-~~

4. ITEMS EXCLUDED FROM SALE

~~The following items are excluded from the sale~~

5. PURCHASE PRICE

The purchase price is **TWO THOUSAND DOLLARS AND 00/100 (\$2,000.00)**. The Purchaser shall pay the purchase price as follows:

- A. \$ _____ deposit with this contract and held pursuant to paragraph 16 herein
- B. \$ _____ additional deposit on _____
- C. \$ 2,000.00 in cash, certified check, bank draft or attorney escrow account check at closing
- D. \$ _____

(M0978074.2)

Purchaser's Initials _____



Seller's Initials _____

6. MORTGAGE CONTINGENCY

~~A. This Agreement is contingent upon Purchaser obtaining approval of a Conventional, FHA or VA (if FHA or VA, see attached required addendum) or _____ mortgage loan of \$ _____ for a term of not more than 30 years at an initial fixed or adjustable nominal interest rate not to exceed prevailing rate. Purchaser agrees to use diligent efforts to obtain said approval and shall apply for the mortgage loan within 5 business days after the Seller has accepted this contract. Purchaser agrees to apply for such mortgage loan to at least one lending institution or licensed mortgage broker. Upon receipt of a written mortgage commitment or in the event Purchaser chooses to waive this mortgage contingency, Purchaser shall provide notice in writing to _____ of Purchaser's receipt of the mortgage commitment or of Purchaser's waiving of this contingency. Upon receipt of such notice this contingency shall be deemed waived or satisfied as the case may be. In the event notice as called for in the preceding sentence has not been received on or before _____, 2020, then either Purchaser or Seller may within five business days of such date terminate, or the parties may mutually agree to extend, this contract by written notice to _____. Upon receipt of termination notice from either party, and in the case of notice by the Purchaser, proof of Purchaser's inability to obtain said mortgage approval, this agreement shall be cancelled, null and void and all deposits made hereunder shall be returned to the Purchaser.~~

~~B. Seller's Contribution: At closing, as a credit toward prepaids, closings costs and/or points, Seller shall credit to purchaser \$ _____ or _____ % of the Purchase Price or mortgage commitment.~~

7. MORTGAGE EXPENSE AND RECORDING FEES

The Mortgage Recording Tax imposed on the mortgagor, mortgage and deed recording fees, expenses of drawing papers and any other expenses to be incurred in connection with procuring a mortgage, shall be paid by the Purchaser.

8. OTHER TERMS (if any),

- A. All items of personal property not included in the sale, including all paints, chemicals or other items which may constitute hazardous materials will be removed by the Sellers prior to closing and the premises will be left in a broom swept condition.
- B. Until the time of the closing, the Sellers will continue to keep the property maintained, and to make ordinary repairs, shall remove all snow and ice from the driveway and sidewalks (if applicable), keep the lawn mowed (if applicable), and remove all leaves and branches, etc.

9. TITLE AND SURVEY

A 40-year abstract of title, tax search and any continuations thereof, or a fee title insurance policy, shall be obtained at the expense of Purchaser or Seller. (If both boxes are checked, the option of whether an Abstract of Title or fee policy is provided shall be that of the party paying for same.) The Seller shall cooperate in providing any available survey, abstract of title or title insurance policy information, without cost to Purchaser. The Purchaser shall pay the cost of updating any such surveyor the cost of a new survey.

10. CONDITIONS AFFECTING TITLE

The Seller shall convey and the Purchaser shall accept the property subject to all covenants, conditions, restrictions and easements of record and zoning and environmental protection laws so long as the property is not in violation thereof and any of the foregoing does not prevent the intended use of the property for the

(M0978074.2)

Purchaser's Initials



Seller's Initials

purpose of single family residence; also subject to any existing tenancies, any unpaid installments of street and other improvement assessments payable after the date of the transfer of title to the property, and any state of facts which an inspection and/or accurate survey may show, provided that nothing in this paragraph renders the title to the property unmarketable.

11. **DEED**

The property shall be transferred from Seller to Purchaser by means of a **Quitclaim Deed**, furnished by the Seller. The deed and real property transfer gains tax affidavit will be properly prepared and signed so that it will be accepted for recording by the County Clerk in the County in which the property is located. If the Seller is transferring the property as an executor, administrator, trustee, committee, or conservator, the deed usual to such cases shall be accepted.

12. **NEW YORK STATE TRANSFER TAX, ADDITIONAL TAX AND MORTGAGE SATISFACTION**

The ~~Seller~~ Purchaser shall pay New York State Real Property Transfer Tax imposed by Section 1402 of the Tax Law and further agrees to pay the expenses of procuring and recording satisfactions of any existing mortgages. If applicable, the Purchaser shall pay the Additional Tax a/k/a the "Mansion Tax" or "Luxury Tax") imposed by Section 1402-a of the Tax Law on transfers of \$1,000,000 or more.

13. **TAX AND OTHER ADJUSTMENTS**

The following, if any, shall be apportioned so that the Purchaser and Seller are assuming the expenses of the property and income from the property as of the date of transfer of title:

- A. Rents and security deposits. Seller shall assign to Purchaser all written leases and security deposits affecting the premises.
- B. Taxes, sewer, water, rents, and condominium or homeowner association fees
- C. Municipal assessment yearly installments except as set forth in item "10".
- D. Fuel, based upon fair market value at time of closing as confirmed by a certification provided by Seller's supplier.

14. **RIGHT OF INSPECTION AND ACCESS**

Purchaser and/or representative shall be given access to the property for any tests or inspections required by the terms of this contract upon reasonable notice to the Seller or a representative. Purchaser and/or representative shall be given the right of inspection of the property, at a reasonable hour, within 48 hours prior to transfer of title.

15. **TRANSFER OF TITLE/POSSESSION**

The transfer of title to the property from Seller to Purchaser will take place at the office of the lender's attorney if the Purchaser obtains a mortgage loan from a lending institution. Otherwise, the closing will be at the office of the attorney for the Seller. The closing will be on or before the forty-fifth day following the adoption by the Seller's Town Board of a resolution authorizing the proposed sale, or if a petition for a referendum on the proposed sale is duly filed in accordance with Town Law Article 7, within thirty days after voter approval. This agreement shall be deemed cancelled, null and void if a petition for a referendum on the proposed sale is duly filed in accordance with Town Law Article 7 and the proposed sale is not approved by the voters. Possession shall be granted upon transfer of title unless otherwise mutually agreed upon in writing signed by the parties.

16. **DEPOSITS**

(M0978074.2)

Purchaser's Initials



Seller's Initials _____

~~(a) It is agreed that any deposits by the Purchaser are to be deposited with Seller's attorney ("escrow agent") in a specially designated IOLA Trust Account at TD Bank, NA as part of the purchase price. If the Seller does not accept the Purchaser's offer, all deposits shall be returned to Purchaser. If the offer is accepted by the Seller, all deposits will be held in escrow and deposited into the account in the institution identified above, until the contingencies and terms have been met. The Purchaser will receive credit on the total amount of the deposit toward the purchase price which shall be paid to Seller at the closing. If the contingencies and terms contained herein cannot be resolved, or in the event of default by the Seller or the Purchaser, the deposits will be held by the attorney pending a resolution of the disposition of the deposits.~~

~~If the attorney holding the deposit determines, in the attorney's sole discretion, that sufficient progress is not being made toward a resolution of the dispute the attorney may deposit the down payment with the clerk of the county in which the premises are located or, alternatively, may commence an interpleader action and pay the deposit monies into Supreme court of the county where the premises are located. Upon such deposit or other disbursement in accordance with the terms of this paragraph, the attorney shall be relieved and discharged of all further obligations and responsibilities hereunder.~~

~~(b) The attorney acknowledges that, although the attorney is holding the deposits for Seller's account, for all Other purposes the attorney is acting solely as a stakeholder at the parties' request and for their convenience, and that attorney shall not be liable to either party for any act or omission on its part unless taken or suffered in bad faith or in willful disregard of this contract or involving gross negligence on the part of the attorney. Seller and Purchaser jointly and severally agree to defend, indemnify and hold the attorney harmless from and against all costs, claims and expenses (including reasonable attorneys' fees) incurred in connection with the performance of the attorney's duties hereunder, except with respect to actions or omissions taken or suffered by the attorney's in negligence on the part of the attorney's.~~

~~(c) The attorney may act or refrain from acting in respect of any matter referred to herein in full reliance upon and with the advice of counsel which may be selected by it (including any member of its firm) and shall be fully protected in so acting or refraining from action upon the advice of such counsel.~~

~~(d) The attorney or any member of the attorney's firm shall be permitted to act as counsel for seller in any dispute as to the disbursement of the deposit or any other dispute between the parties whether the attorney is in possession of the deposit and continues to as escrow agent.~~

17. TIME PERIOD OF OFFER

Purchaser and Seller understand and agree that, unless earlier withdrawn, this offer is good until **5:00 p.m. January 21, 2021** and if not accepted by the Seller prior to that time, then this offer becomes null and void.

18. REAL ESTATE BROKER AND COOPERATING BROKER COMPENSATION

~~A. REAL ESTATE BROKER: The Purchaser and Seller agree that brought about the sale, and Seller agrees to pay the brokerage commission as set forth in the listing agreement and Purchaser agrees to pay brokers' commission as set forth in the buyer's broker agreement, if applicable.~~

~~B. COOPERATING BROKER COMPENSATION: The Cooperating Broker shall be paid _____% of the purchase price or no later than closing. The amount paid shall be credited to the Purchaser as part of the purchase price and to the Seller as part of the commission due the listing broker. The Cooperating Broker agrees to apply this amount against its commission under any agency agreement with Purchaser. Nothing herein shall be deemed to have altered the agency relationships disclosed.~~

(M0978074.2)

Purchaser's Initials



Seller's Initials _____

19. ATTORNEY APPROVAL

This agreement is contingent upon Purchaser and Seller obtaining approval of this agreement by their attorney as to all matters, without limitation. This contingency shall be deemed waived unless Purchaser's or Seller's attorney on behalf of their client notifies Purchaser's/Seller's attorney in writing, as called for in paragraph "23", of their disapproval of the agreement no later than January 8, 2021. If Purchaser's or Seller's attorney so notifies, then this agreement shall be deemed cancelled, null and void, and all deposits shall be returned to the Purchaser.

20. CONDITION OF PREMISES

The buildings on the premises are sold "as is" without warranty as to condition, and the Purchaser agrees to take title to the buildings "as is" in their present condition subject to reasonable use, wear, tear and natural deterioration between the date hereof and the closing of title: except that in the case of any destruction within the meaning of the provisions of Section 5-1311 of the General Obligations Law of the State of New York entitled Uniform Vendor and Purchaser Risk Act," said section shall apply to this contract.

21. INSPECTIONS

~~This agreement is contingent upon all of the following provisions marked with the parties' initials. All these provisions marked with "NA" shall not apply.~~

Purchaser Seller Initial

~~STRUCTURAL INSPECTION: A determination, by a New York State licensed home inspector, registered architect or licensed engineer, or a third party who is to be determined, or other qualified person, that the premises are free from any substantial structural, mechanical, electrical, plumbing, roof covering, water or sewer defects. The inspection shall also extend to the presence of mold, asbestos or underground storage tanks. The term substantial to refer to any individual repair which will reasonably cost over \$1500 to correct.~~

~~The following buildings or items on the premises are excluded from this inspection:~~

~~WOOD DESTROYING ORGANISMS: (Post, Termite Inspection): A determination by a Certified Exterminator or other qualified professional that the premises are free from infestation or damage by wood destroying organisms, beetles/roaches, birds, bats, mice/rats or other pests or rodents.~~

~~SEPTIC SYSTEM INSPECTION: A test of the septic system by a licensed professional engineer, licensed plumber, septic system contractor, County Health Department, or other qualified person indicating that the system is in working order.~~

~~WELL WATER FLOW AND/OR QUALITY TESTS: (1) A potability water quality test to meet the standards of the New York State Department of Health to be performed by a New York State approved laboratory, (2) any chemical, metal, inorganic, or other tests as the Purchaser may request, and (3) a flow test to be performed indicating a minimum flow of sufficient quantity to:~~

- ~~(a) obtain mortgage financing on subject property; and/or~~
- ~~(b) to produce _____ gallons per minute for _____ hours~~

{M0978074.2}

Purchaser's Initials _____



Seller's Initials _____

~~**RADON INSPECTION:** The Purchaser may have the dwelling located on the property tested by a reputable service for the presence of radon gas. The Seller agrees to maintain a "closed house condition" during the test. "Closed house condition" shall mean that the Seller shall keep the windows closed and minimize the number of times the exterior doors are opened and the time that they are left open. The Seller agrees to comply with all reasonable requirements of the testing service in connection with the test, provided such compliance shall be at no cost to the Seller. If the test reveals that the level of radon gas is four (4) picocuries per liter or higher, the presence of radon gas shall be deemed grounds for cancellation of the contract.~~

~~All tests and/or inspections contemplated pursuant to this paragraph "21" shall be completed on or before _____, 2020 and at Purchaser's expense, and shall be deemed waived unless Purchaser shall notify _____ pursuant to paragraph "23" of this agreement, no later than _____, 2020 of failure of any of these tests and/or inspections. If Purchaser so notifies, and further supplies written confirmation by a copy of the test results and/or inspection report(s), or letter(s) from inspector, then this entire agreement shall be deemed cancelled, null and void and all deposits made hereunder shall be returned to Purchaser or, at Purchaser's option, said cancellation may be deferred for a period often (10) days in order to provide the parties an opportunity to otherwise agree in writing.~~

22. **ADDENDA AND MANDATED FORMS** The following attached addenda are a part of this Agreement.

A. _____ B. _____ C. _____
D. _____ E. _____ F. _____

23. **NOTICES**

All notices contemplated by this agreement shall be in writing, delivered by (a) certified or registered mail, return, receipt requested, postmarked no later than the required date; (b) by telecopier/facsimile transmitted by such date; or (c) by personal delivery by such date.

24. **ENTIRE AGREEMENT**

This contract contains all agreements of the parties hereto. There are no promises, agreements, terms, conditions, warranties, representations or statements other than contained herein. This agreement shall apply to and bind the heirs, legal representatives, successors and assigns of the respective parties. It may not be changed orally. The parties agree that the venue for any issues concerning this contract shall be the county in which the property is located.

Dated 12/16/2020 Time 2:55 P.M

Dated: _____
Time _____


Purchaser - James Oakes, Jr.

Seller - Davis Harris, Supervisor
Town of Schodack

(M0978074.2)

Purchaser's Initials 

Seller's Initials _____

R&R:

2021076

PERMANENT RIGHT OF WAY AND EASEMENT

THIS INDENTURE made the ___ day of _____, 2020, by and between **CENTER SQUARE PROPERTIES, LLC**, a New York limited liability company with an address of _____, hereinafter referred to as the “Grantor,”

and

TOWN OF SCHODACK, a municipal corporation organized and existing under the laws of the State of New York, with principal offices located at _____, hereinafter referred to as the “Grantee”.

WITNESSETH, that the Grantor, in consideration of ONE DOLLAR (\$1.00) lawful money of the United States, and other good and valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, does hereby grant, release, transfer and convey to the Grantee, its successors and assigns forever, A PERMANENT RIGHT OF WAY AND EASEMENT FOR THE INSTALLATION, MAINTENANCE, INSPECTION, REPAIR, RELINING, REMOVAL, REPLACEMENT, IMPROVEMENT, USE AND OPERATION OF A WATER LINE OVER ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND, situate in the Town of Schodack, County of Rensselaer, State of New York, more particularly bounded and described on Schedule “A” and as depicted on Schedule “B” attached hereto and incorporated herein.

TOGETHER WITH a further right of ingress and egress across such roads and parcels to effectuate the purposes of said easements and the proper use of any other right granted herein.

The Grantor and its heirs, successors and assigns shall neither make nor cause any permanent construction within the area of the Permanent Right of Way and Easement which will in any way interfere with complete access by the Grantee and its agents, servants and employees, to the water lines located within the Permanent Right of Way and Easement. The Grantee and its heirs, successors and assigns may remove from the Permanent Right of Way and Easement any obstruction which may interfere with the access to or the installation, repairing, replacing, maintaining or operation of said water line and appurtenances.

TO HAVE AND TO HOLD the right of way and easement herein granted unto the Grantee, its successors and assigns forever.

SUBJECT to any and all enforceable easements, restrictions, and conditions of record.

THIS Right of Way and Easement shall remain in force and effect perpetually, and shall run with the land and be binding on the parties hereto and their respective heirs, successors and assigns.

PROVIDED, however, that:

1. That prior to the Grantee conducting any non-emergency construction, repair maintenance of other work authorized by this Right of Way and Easement, the Grantee shall notify the Grantor of the intent to commence such work twenty four (24) hours prior to the commencement of said work. In cases of emergency repair work the Grantee shall

R&R:

notify the Grantor by phone of the intention to commence work as soon as possible prior to the commencement of such emergency repairs.

2. (a) After completing any construction, repair, maintenance or other work authorized by this Right of Way and Easement, the Grantee shall restore the said premises to as nearly as possible the condition same were in before construction.
 - (b) In the event any utilities are disrupted by the Grantee in the course of performing any construction, repair, maintenance or other work authorized by this Right of Way and Easement, the Grantee shall promptly notify the proper utility company of the need for repairs to such utility. Grantee shall be responsible for the costs of repair to any utility which was properly marked or mapped, or as otherwise provided by law.
 - (c) In the event that the Grantee shall find it necessary to either excavate or remove obstructions for the purposes of access to or installing, laying, repairing, replacing or maintaining the water lines or for any other lawful purpose, the Grantee and its contractors, employees, agents or servants shall restore or replace, as the case may be, any and all lawns, shrubs, fences, guardrails, drains, culverts, crosswalks, curbs, driveways, sidewalks, or surfaces which are removed, disturbed or damaged by them in the course of such installation, laying, repairing, replacing or maintaining said water lines, or in the furtherance of the exercise of any rights granted herein. Such restoration or replacement shall be performed at the cost of the Grantee and shall be performed in a thoroughly workmanlike manner so that the property is replaced or restored, as nearly as possible, to the condition it was in prior to the aforesaid removal, disturbance or damage.
3. The Grantee shall safeguard any excavation sites with visible signs, barricades and appropriate traffic control.
 4. That prior to commencing any work authorized by this easement, the Grantee shall name the Grantor, or its successors or assigns, as an additional insured with regard to liability resulting from the said work in the Right of Way and Easement on the liability insurance maintained by the Grantee, and shall furnish Grantor, or its successors or assigns, with a certificate attesting to such insurance coverage.
 5. The Grantee shall release and discharge the Grantor, its successors and assigns from any and all liability, actions, causes of action, damages, judgments, claims and demands whatsoever, in law or equity, arising directly or indirectly from the Grantee's use of this permanent Right of Way and Easement. The Grantee shall defend, indemnify and save harmless the Grantor, its successors and assigns, from any and all liability, actions, causes of action, damages, suits, claims or demands arising directly or indirectly from the use of this Permanent Right of Way and Easement.

AND, said Grantor COVENANTS as follows:

FIRST, that the Grantor has suffered no lien or encumbrance of said premises, except as aforesaid.

SECOND, that Grantor hereby warrants that it has fee simple title in the area of land or property comprising the easement area or right of way described herein.

R&R:

IN WITNESS WHEREOF, the parties hereto have executed this Permanent Right of Way and Easement on the date first above written.

CENTER SQUARE PROPERTIES, LLC

TOWN OF SCHODACK

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF NEW YORK)
) ss:
COUNTY OF _____)

On the ____ day of May, 2020 before me the undersigned, a Notary Public in and for said State, 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 executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
) ss:
COUNTY OF _____)

On the ____ day of May, 2020 before me the undersigned, a Notary Public in and for said State, 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 executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

Record and Return to:

R&R:

SCHEDULE "A"
DESCRIPTION
Proposed Water Line Easement to
The Town of Schodack

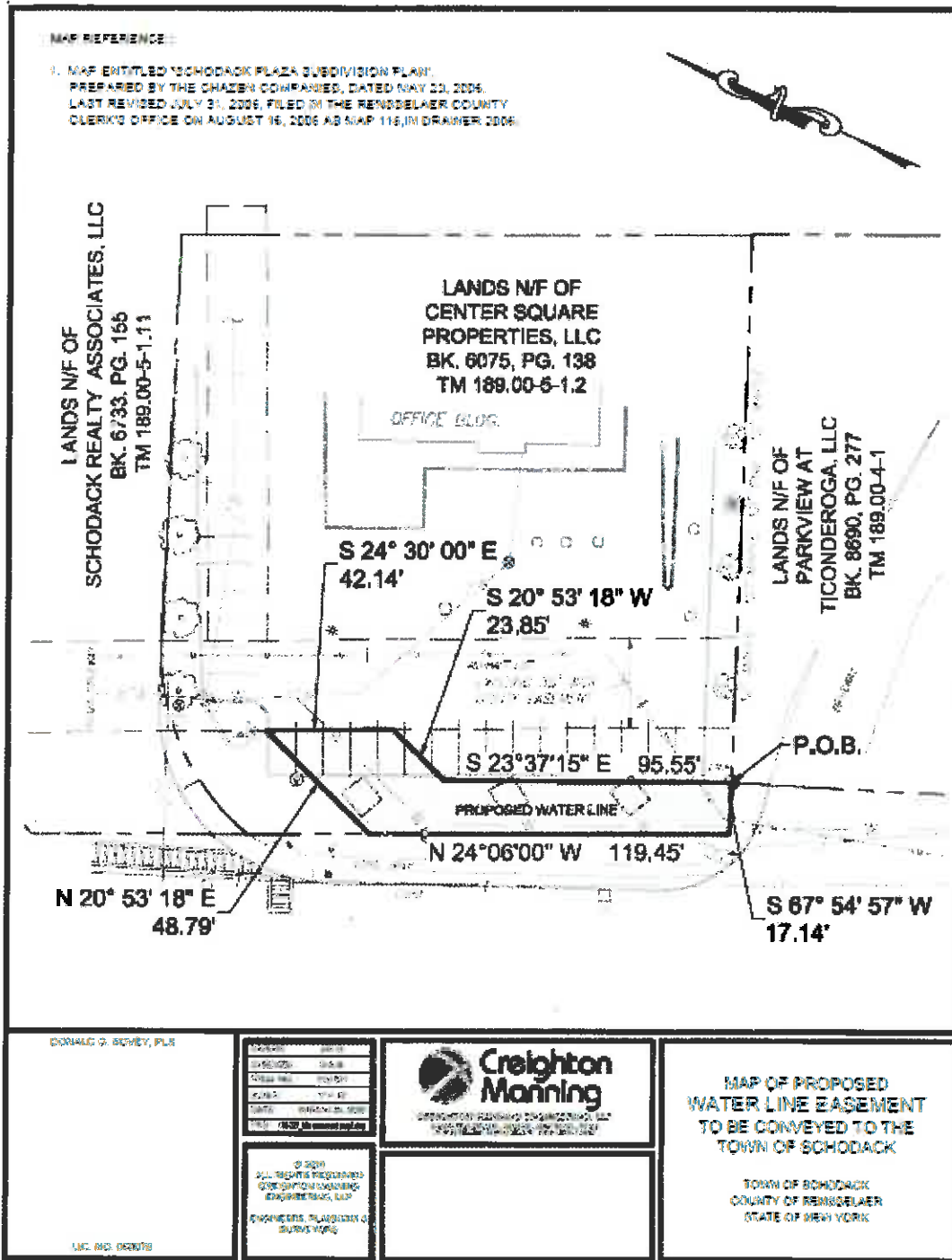
County of Rensselaer
State of New York

Beginning at a point in the southeasterly boundary line of U.S. Routes 9 & 20, Columbia Turnpike at its point of intersection with the division line between lands on the south now or formerly of Parkview at Ticonderoga, LLC and lands on the north now or formerly of Center Square Properties, LLC; thence proceeding westerly and northwesterly along the first mentioned boundary line of U.S. Routes 9 & 20, Columbia Turnpike the following two courses and distances: 1) S 67°54'57" W, 17.14 feet to a point, and 2) N 24°06'00" W, 119.45 feet to a point; thence through the lands now or formerly of Center Square Properties, LLC the following four (4) courses and distances: 1) N 20°53'18" E, 48.79 feet to a point on the southwesterly line of an existing 30 foot wide utility easement to the Town of Schodack, 2) S 24°30'00" E, 42.14 feet along said easement to a point, 3) S 20°53'18" W, 23.85 feet to a point, and 4) S 23°37'15" E, 95.55 feet to the point of beginning.

All as shown on a map entitled "Map of Proposed Water Line Easement to be conveyed to the Town of Schodack," prepared by Creighton Manning Engineering, LLP, dated March 26, 2020, and attached hereto as Exhibit "B".

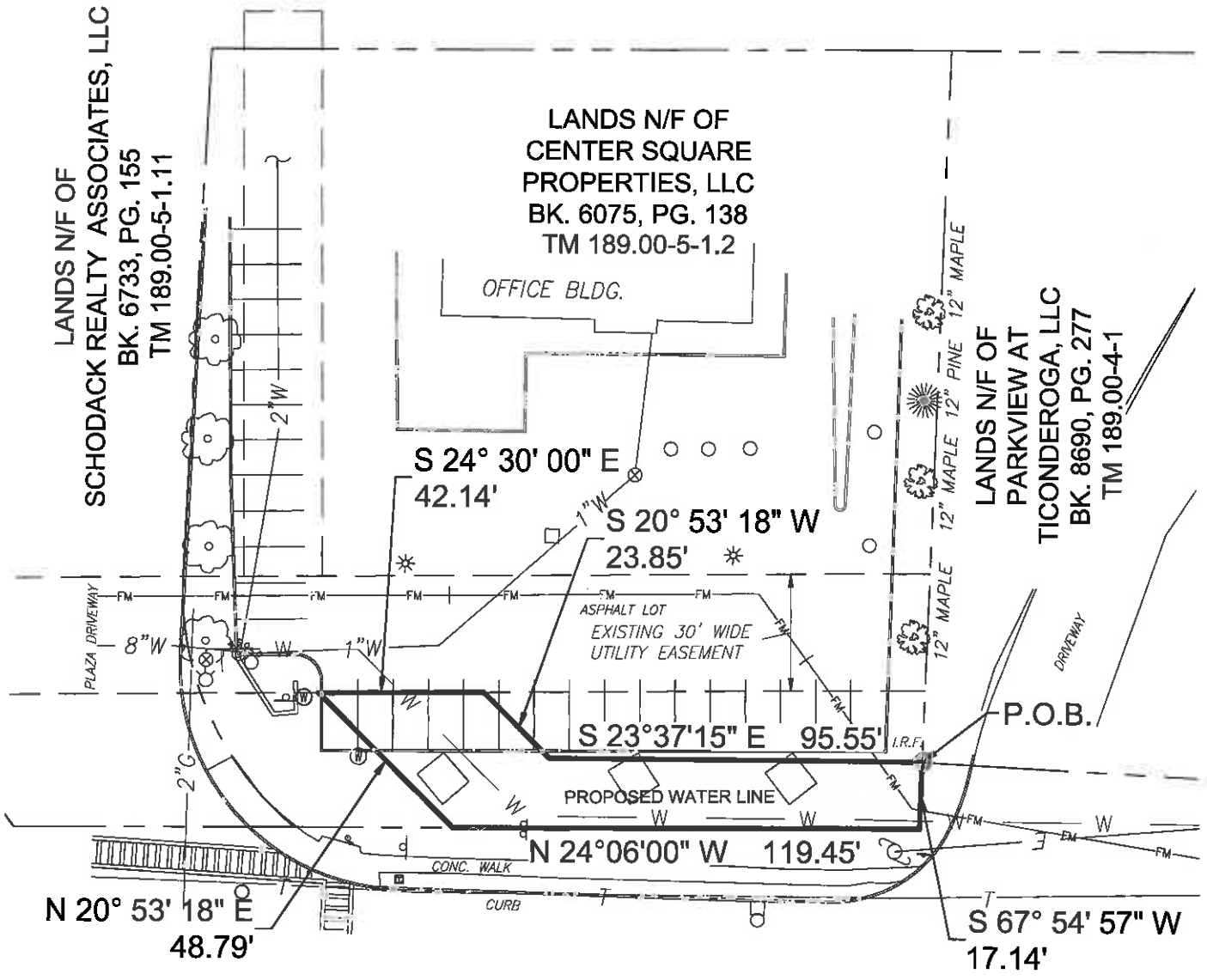
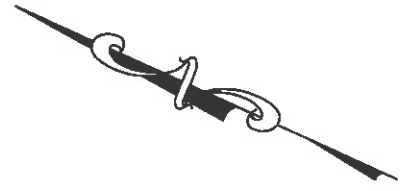
R&R:

SCHEDULE "B"



MAP REFERENCE :

1. MAP ENTITLED "SCHODACK PLAZA SUBDIVISION PLAN",
PREPARED BY THE CHAZEN COMPANIES, DATED MAY 23, 2006,
LAST REVISED JULY 31, 2006, FILED IN THE RENSSELAER COUNTY
CLERK'S OFFICE ON AUGUST 16, 2006 AS MAP 116, IN DRAWER 2006.



DONALD G. SOVEY, PLS

DRAWN:	J.M.O.
CHECKED:	D.G.S.
PROJ. NO.:	119-221
SCALE:	1" = 40'
DATE:	MARCH 26, 2020
FILE:	119-221_20_essetment map2.dwg



Creighton Manning

CREIGHTON MANNING ENGINEERING, LLP
2 WINNERS CIRCLE - ALBANY - NEW YORK - 12205
P: (518) 444-4388 F: (518) 446-0397 WWW.CMELLP.COM

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CREIGHTON MANNING
ENGINEERING, LLP
ENGINEERS, PLANNERS &
SURVEYORS

MAP OF PROPOSED
WATER LINE EASEMENT
TO BE CONVEYED TO THE
TOWN OF SCHODACK

TOWN OF SCHODACK
COUNTY OF RENSSELAER
STATE OF NEW YORK

LIC. NO. 050078

2021-080

Local Law Filing Instructions

New York State Department of State
Division of Corporations, State Records and Uniform Commercial Code
One Commerce Plaza, 99 Washington Avenue
Albany, NY 12231-0001
www.dos.ny.gov

PLEASE OBSERVE THESE INSTRUCTIONS FOR FILING LOCAL LAWS WITH THE SECRETARY OF STATE

1. Each local law shall be filed with the Secretary of State within 20 days after its final adoption or approval as required by section 27 of the Municipal Home Rule Law. The cited statute provides that a local law shall not become effective before it is filed in the office of the Secretary of State.
2. Each local law to be filed with the Secretary of State shall be an original certified copy.
3. Each local law shall be filed on a form provided by the Department of State. If additional pages are required, they must be the same size as the form. Typewritten copies of the text may be attached to the form. Only legible copies will be accepted.
4. File only the number, title and text of the local law.
5. In the case of a local law amending a previously enacted local law, the text must be that of the law as amended. Do not include any matter in brackets, with a line through it, italicized or underscored to indicate the changes made. The printed number of the bill and explanatory matter must be omitted.
6. For the purpose of filing a local law with the Department of State, number each local law consecutively, beginning with the number one for the first local law filed in each calendar year. The next number in sequence should be applied to each local law when it is submitted for filing, regardless of its date of introduction or adoption. The date of filing of a local law is the date on which the local law is placed on file by the Department.

It is suggested that municipalities use introductory identifying bill numbers for proposed local laws. After the local law is enacted (and approved by the voters, if required), the local law should then be numbered with the next consecutive local law number, as described above, and then submitted to the Department for filing.

7. Each copy of a local law filed with the Secretary of State shall have affixed to it a certification by the Clerk of the County legislative body or the City, Town or Village Clerk or other officer designated by the local legislative body. Certification forms are provided herewith.
8. A copy of each local law may be mailed or delivered to:
NYS Department of State
Division of Corporations, State Records and Uniform Commercial Code
One Commerce Plaza, 99 Washington Avenue
Albany, NY 12231.

(DO NOT FILE THIS INSTRUCTION SHEET WITH THE LOCAL LAW.)

Local Law Filing

(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 new matter.

County City Town Village

(Select one:)

of Schodack

Local Law No. 1 of the year 20²¹

A local law Establishing an Additional Qualification for Eligibility to Hold an Elective Office in the Town
(Insert Title)
of Schodack, New York

Be it enacted by the Town Board of the
(Name of Legislative Body)

County City Town Village

(Select one:)

of Schodack as follows:

1. No person shall be eligible to hold an elective office in the Town of Schodack while at the same time holding any elective office of the County of Rensselaer, New York.
2. This qualification shall be in addition to, but not in substitution of, any other qualification to hold a Town of Schodack elective office required by any State or Local law.
3. This local law shall become effective immediately upon filing the same with the Secretary of State of New York.

(If additional space is needed, attach pages the same size as this sheet, and number each.)

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

1. (Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, in accordance with the applicable provisions of law.

(Name of Legislative Body)

2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer*.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) (repassed after disapproval) by the _____ and was deemed duly adopted on _____ 20____, in accordance with the applicable provisions of law.

(Name of Legislative Body)

(Elective Chief Executive Officer)*

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) (repassed after disapproval) by the _____ on _____ 20____.

(Name of Legislative Body)

(Elective Chief Executive Officer)*

Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on _____ 20____, in accordance with the applicable provisions of law.

4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) (repassed after disapproval) by the _____ on _____ 20____. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 20____, in accordance with the applicable provisions of law.

(Name of Legislative Body)

(Elective Chief Executive Officer)*

* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

5. (City local law concerning Charter revision proposed by petition.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the City of _____ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on _____ 20____, became operative.

6. (County local law concerning adoption of Charter.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the County of _____ State of New York, having been submitted to the electors at the General Election of November _____ 20____, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph _____ above.

Clerk of the county legislative body, City, Town or Village Clerk or officer designated by local legislative body

Date: _____

(Seal)

2021-081 +
2021-082 +



ENGINEERING • ARCHITECTURE • SURVEYING • PLANNING

January 8, 2021
VIA MAIL & EMAIL

David Harris, Supervisor
Town of Schodack
Town Hall
265 Schuurman Road
Castleton, New York 12003

Re: Community Development Block Grant (CDBG)
**PY 2020 CDBG Program Projects &
PY 2021 CDBG Program Projects**
Town of Schodack, Rensselaer County, New York

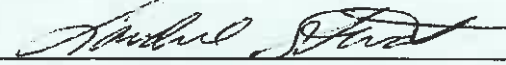
Dear Supervisor Harris,
The Office of Community Renewal announced that applications for **Program Year (PY) 2020** Community Development Block Grants (CDBG) are being accepted until March 5, 2021. In preparation of this funding opportunity, and the anticipated **Program Year (PY) 2021** opportunity, we have prepared several documents for your convenience.

Uniquely, it is required that the Town hold a public hearing for **PY 2020 CDBG** funding, and we recommend that the same is done for the anticipated **PY 2021 CDBG** to cover potential applications that may arise including Housing, Public Infrastructure/Facilities, Economic Development, or Community Planning programs. Therefore the following has been prepared for your convenience:

1. **Resolution** – A resolution is required authorizing the Public Hearing and designating the Mayor to act on behalf of the Town with respect to the CDBG application and future related contract awards. Please pass two (2) resolutions and set two (2) public hearings:
 - a. PY 2020 Resolution for Public Hearing
 - b. PY 2021 Resolution for Public Hearing
2. **Public Hearing Notice and Requirements** – The public hearing notice must be published at least seven days before the public hearing date. These two public hearings can be scheduled on the same evening.
 - a. PY 2020 Public Hearing Notice
 - b. PY 2021 Public Hearing Notice
3. **Public Hearing Sign-In Sheet** – A sign-in sheet that includes the date, location, time and documented attendees of the public hearing. A copy of the CDBG Public Hearing requirements is also attached for assistance.
 - a. PY 2020 Public Hearing Sign-In
 - b. PY 2021 Public Hearing Sign-In

Please note, all these documents are required and will be submitted as attachments to the CDBG application(s). Please retain copies of the resolution, public hearing notice, affidavit of publication and sign-in sheet in your files and return a copy for our files to be submitted with the grant(s). Feel free to contact us if you have any questions.

Very truly yours,
LABERGE GROUP

By: 
Laverne Stewart
Community Development Specialist

**TOWN OF SCHODACK
RESOLUTION AUTHORIZING THE SUPERVISOR TO APPLY FOR
AND RECEIVE FUNDING UNDER THE
PROGRAM YEAR 2020 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

WHEREAS, the U.S. Housing and Community Development Act of 1974 (P.L. 93-383), as amended, provides for the development of viable urban communities by providing decent housing and suitable living environment and expanding economic opportunities, principally for persons of low and moderate income; and

WHEREAS, said Act authorizes the Secretary of Housing and Urban Development (HUD), through the New York State Office of Community Renewal to make grants to units of general local government to help finance Community Development Programs under Section 103 (a)(1) of Title I; and

WHEREAS, under said legislation, eligible applicants in the case of municipalities, are required to authorize an official representative to file the application and to provide the Secretary with certain assurance of compliance with applicable laws and regulations under Title I of said Acts; and

WHEREAS, it is desirable to conduct and hold a public hearing for **CDBG Program Year 2020** pursuant to the HUD Act to obtain the views of the citizens on Community Development needs, to establish priorities, and subsequently to develop the application, programs and any amendments or revisions thereto; and

NOW, THEREFORE, IT IS RESOLVED, by the Members of the Town Board: That the Town Clerk is hereby authorized to publish a Notice of Public Hearing to be held on *<date and time>* at the Village Offices to provide an opportunity for the Village to:

- a. Provide the citizens of the Town with adequate information concerning the amount of funds available for proposed community development activities, the range of activities that may be undertaken and other important program requirements.
- b. Provide citizens adequate opportunity to participate in the development of the application, any revisions, changes or amendments to the application, prior to the submittal.

BE IT FURTHER RESOLVED, that the Supervisor is hereby authorized to execute and file an application on behalf of the Town of Schodack with the New York State Office of Homes and Community Renewal for a community development grant pursuant to Title I of the Housing and Community Development Act of 1974, as amended; and

<PY 2020 RESOLUTION TO APPLY>

BE IT FURTHER RESOLVED, that the Supervisor is hereby authorized and designated as the representative and to act as such in connection with the application to provide additional information as may be required including all understandings and assurances contained in the application; and

BE IT FURTHER RESOLVED, that the Supervisor is hereby authorized and directed to execute any contract and/or agreement with the New York State Office of Homes and Community Renewal in connection with the Application and his designee is further authorized to request and expend funds from the U.S. Government pursuant to said contract and/or agreement; and;

BE IT FURTHER RESOLVED, to the extent all or any actions hereby authorized have been executed and/or performed by the Supervisor all are hereby ratified and confirmed and this Resolution take affect immediately.

On a motion by _____ seconded by _____, the foregoing Resolution was adopted on a vote of ___ Ayes, ___ Nays and ___ Absents. The Supervisor declared the Resolution adopted.

DATED:

<PY 2021 RESOLUTION TO APPLY>

**TOWN OF SCHODACK
RESOLUTION AUTHORIZING THE SUPERVISOR TO APPLY FOR
AND RECEIVE FUNDING UNDER THE
PROGRAM YEAR 2021 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

WHEREAS, the U.S. Housing and Community Development Act of 1974 (P.L. 93-383), as amended, provides for the development of viable urban communities by providing decent housing and suitable living environment and expanding economic opportunities, principally for persons of low and moderate income; and

WHEREAS, said Act authorizes the Secretary of Housing and Urban Development (HUD), through the New York State Office of Community Renewal to make grants to units of general local government to help finance Community Development Programs under Section 103 (a)(1) of Title I; and

WHEREAS, under said legislation, eligible applicants in the case of municipalities, are required to authorize an official representative to file the application and to provide the Secretary with certain assurance of compliance with applicable laws and regulations under Title I of said Acts; and

WHEREAS, it is desirable to conduct and hold a public hearing for **CDBG Program Year 2021** pursuant to the HUD Act to obtain the views of the citizens on Community Development needs, to establish priorities, and subsequently to develop the application, programs and any amendments or revisions thereto; and

NOW, THEREFORE, IT IS RESOLVED, by the Members of the Town Board: That the Town Clerk is hereby authorized to publish a Notice of Public Hearing to be held on **<date and time>** at the Village Offices to provide an opportunity for the Village to:

- a. Provide the citizens of the Town with adequate information concerning the amount of funds available for proposed community development activities, the range of activities that may be undertaken and other important program requirements.
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BE IT FURTHER RESOLVED, that the Supervisor is hereby authorized to execute and file an application on behalf of the Town of Schodack with the New York State Office of Homes and Community Renewal for a community development grant pursuant to Title I of the Housing and Community Development Act of 1974, as amended; and

<PY 2021 RESOLUTION TO APPLY>

BE IT FURTHER RESOLVED, that the Supervisor is hereby authorized and designated as the representative and to act as such in connection with the application to provide additional information as may be required including all understandings and assurances contained in the application; and

BE IT FURTHER RESOLVED, that the Supervisor is hereby authorized and directed to execute any contract and/or agreement with the New York State Office of Homes and Community Renewal in connection with the Application and his designee is further authorized to request and expend funds from the U.S. Government pursuant to said contract and/or agreement; and;

BE IT FURTHER RESOLVED, to the extent all or any actions hereby authorized have been executed and/or performed by the Supervisor all are hereby ratified and confirmed and this Resolution take affect immediately.

On a motion by _____ seconded by _____, the foregoing Resolution was adopted on a vote of ___ Ayes, ___ Nays and ___ Absents. The Supervisor declared the Resolution adopted.

DATED: