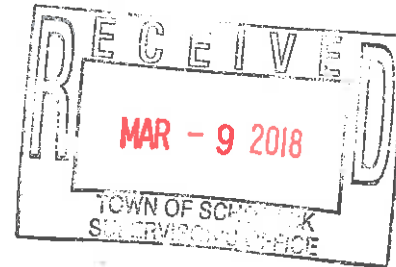


**NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

Division of Environmental Remediation, Region 4  
1130 North Westcott Road, Schenectady, NY 12306-2014  
P: (518) 357-2045 | F: (518) 357-2460  
www.dec.ny.gov

March 6, 2018



Bruce Goodall  
Town of Schodack  
265 Schuurman Road  
Castleton-On-Hudson, NY 12033

**Re: PBS# 4-601573, Inspection# 66101  
Schodack Transfer Station  
446 Poyneer Rd  
Nassau, NY 12123**

Dear Mr. Goodall:

On March 6, 2018, the New York State Department of Environmental Conservation (DEC) inspected the facility identified above to determine compliance with DEC's PBS regulations (6 NYCRR Part 613). Based upon a review of the records provided and an inspection of the accessible portions of the tank system(s), no violations were observed at the time of the inspection. We appreciate your cooperation during the inspection and your efforts in maintaining compliance to prevent releases of petroleum to the environment.

To assist you in keeping your facility in compliance, DEC provides several resources on our website including:

- the PBS regulations (6 NYCRR Part 613) at [http://www.dec.ny.gov/docs/remediation\\_hudson\\_pdf/part613text.pdf](http://www.dec.ny.gov/docs/remediation_hudson_pdf/part613text.pdf) ;
- the PBS inspection form at [http://www.dec.ny.gov/docs/remediation\\_hudson\\_pdf/pbsinspfrm.pdf](http://www.dec.ny.gov/docs/remediation_hudson_pdf/pbsinspfrm.pdf) ; and
- additional program guidance at <http://www.dec.ny.gov/chemical/287.html>

Note that the inspection may not have disclosed all violations that may exist at the facility. It is the responsibility of the facility owner, tank owner(s), and operator(s) to ensure that the entire facility is maintained in compliance with applicable requirements at all times. If you have any questions or need additional information, please contact me at the address given above.

Sincerely,  
  
Daniel Wehn  
NYSDEC, Region 4

Enclosure: PBS Application

# Albany-Hudson Electric Trail Trail Maintenance Plan

February, 2018 DRAFT For Public Comment



Hudson River  
Valley Greenway

## **INTRODUCTION**

The Hudson River Valley Greenway (the Hudson Greenway) is undertaking the planning, design, and construction of the Albany-Hudson Electric Trail (AHET), a 35-mile bicycling and pedestrian trail running from the City of Rensselaer to the City of Hudson in Rensselaer and Columbia Counties. Trail construction is slated to be completed in December, 2020. Detailed information is available on the trail project website: [www.AHETtrail.org](http://www.AHETtrail.org).

The total AHET Trail project cost, including planning, engineering designs, environmental review, permitting, construction contracts, and construction management/inspection, is estimated at \$35 to \$45 million. New York State is covering 100% of the design and construction cost, utilizing funding from a \$200 million appropriation in the enacted FY2017-18 state budget for the Empire State Trail initiative (the AHET Trail will be one segment of the much larger 750-mile Empire State Trail).

The Hudson Greenway also retains financial responsibility for future capital rehabilitation and repairs to the AHET Trail. As a brand new trail incorporating durable design features, capital rehabilitation needs will be modest for the first five to ten years post construction. Eventually though, capital repairs will be needed, such as resurfacing asphalt and stonedust, replacing safety fencing that is damaged or ages out, maintaining bridges installed as part of the project, replacing missing trail signage, repair of any washouts or culvert failures that may occur, etc. During the spring of each year, the Greenway will complete annual end-to-end inspections of the AHET Trail to identify any needed capital repairs, and will also respond to any site-specific capital issues as they arise over the course of the year. The Greenway will provide National Grid and all Trail Managers information on how to contact the appropriate Greenway staff person in the event any problems or issues are identified along the trail corridor.

Although the Hudson Greenway is responsible for the cost of constructing the AHET Trail, along with its long-term capital maintenance, the Greenway does not have on-the-ground trail maintenance staff or capacity. As such, the Greenway is proposing that the involved town, village, and county governments and interested non-profit organizations assume responsibility for routine maintenance of the off-road sections of the trail.

This plan provides a detailed list of trail maintenance activities required for operation of the AHET Trail, including the frequency of each task. Routine maintenance needs for the Trail are modest. The largest item is mowing a narrow 2 to 4 foot strip of grass along the sides of the trail, along with grass edges along trail parking lots, benches, and other amenities, which will need to be done periodically during the growing season. Other needs include removing the occasional branch or tree that falls onto the trail and addressing any dumping of trash (to the extent it occurs).

The plan provides two frequencies – “Required” versus “Enhanced” – for some maintenance activities. For example, the grass margins and lawn areas along the trail should be mowed at least four times per year. However, an enhanced mowing schedule of every two weeks during the growing season (total of 10 times per year) is ideal, if staffing resources are available.

**Based on experience with other rail trails in New York State, the Hudson Greenway estimates the annual cost of maintaining off-road sections of the AHET Trail is approximately \$825 to \$1,675 per mile (a detailed explanation of this cost projection is provided in Appendix A). The fact that the trail crosses through eight towns and three villages minimizes the impact on any single municipality (Appendix A provides a chart projecting annual cost for each municipality along the trail route). Moreover, volunteers can be utilized to undertake some routine maintenance costs, such as litter removal and trail clean-up days, reducing costs to local governments and non-profits.**

The off-road sections of the AHET Trail are being developed on a utility corridor owned by National Grid, which maintains electric transmission lines and associated infrastructure along the corridor (formerly an electric trolley route). This document has been reviewed by National Grid to confirm that recommended trail maintenance activities are consistent with corporate safety and right-of-way maintenance activities. In various places in the plan, restrictions on maintenance activities are established to assure safety for off-road sections of the trail (examples include restrictions on the size of vehicles and motorized equipment allowed on the Right of Way, and procedures for removing any standing trees along the trail corridor).

The Hudson Greenway's agreement with National Grid, authorizing construction of the AHET Trail, anticipates that routine maintenance of the trail will be a partnership effort between the Greenway, involved local governments, and non-profit trails and friends groups. Local government and non-profit organizations that accept responsibility for maintaining sections of the AHET Trail will enter into a formal three-way written agreement (signed by National Grid, the Hudson Greenway, and the local government or non-profit organization) and will provide insurance and liability protection to National Grid. Local governments and non-profits that enter into written maintenance agreements are referred to as "Trail Managers" in this document. A copy of the AHET Trail Manager Agreement, including liability and insurance requirements, is provided in Appendix B.

Note: This Maintenance Plan applies only to off-road sections of the AHET trail. Due to physical impediments that exist along the historic trolley line, in certain locations the designated AHET route runs along short sections of local roads (for example to by-pass missing bridges and interstate highways). Maintenance of on-road sections of the AHET route remain the responsibility of state, county, town, village, or city that owns the specific road section.

## **SECTION 1**

### **ROUTINE MAINTENANCE**

#### **Restrictions on Vehicles and Motorized Equipment**

Trail Managers are allowed to use vehicles and motorized equipment to undertake routine maintenance activities, as well as to undertake patrols of the trail. However, to ensure the safety of equipment operators and the public, the following restrictions apply to vehicle use on the off-road sections of the AHET Trail.

- **Eight Feet Maximum Vehicle and Equipment Height Restriction.** Federal and state safety regulations require vehicles and construction equipment to maintain minimum approach distances per the National Electric Safety Code. This is typically at least 10 feet vertical and horizontal clearance to energized utility lines (e.g. conductors) – to prevent equipment from contacting utility lines, and to avoid the possibility of electrical current arcing from energized lines to nearby objects. To maintain safe conditions at all times, Trail Managers are prohibited from operating vehicles and motorized equipment with a height of more than eight feet (8') on the National Grid corridor. The eight feet height limit applies to both the vehicle itself, as well as to the maximum extension of any excavator arm, lift, bucket, or boom. In the way of example, Trail Managers are prohibited from utilizing excavators, dump trucks, bucket trucks, bobcats, or other vehicles with arms or equipment that can extend more than eight feet above ground surface.
- **Motor Vehicles.** The AHET Trail surface will be designed and constructed to an HS-20 loading standard, and bridges will be constructed to an HS-25 loading standard, which is sufficient to support standard motor vehicles up to a full-size ambulance or fire truck (Note: In the event any bridges are installed with less than HS-25 capacity, they will be signed with weight limits and designed to prevent use by overweight vehicles). The Trail Manager is allowed to utilize motor vehicles, such as sedans, pickup trucks, equipment trailers, and tractors on the AHET Trail, provided they comply with the maximum eight feet height restriction. Operators of motor vehicles used for maintenance purposes must be attentive for pedestrians and bicyclists, and should observe a 5-mph maximum speed limit. Note: The Trail Manager should avoid using motor vehicles on stonedust and asphalt sections of the AHET Trail during the spring thaw season, to avoid the possibility of rutting the trail surface.
- **Motorized Equipment.** Trail Managers are allowed to use motorized equipment, such as ride-on or stand-on mowers, small tractors, and utility vehicles such as golf carts and “gator” carts while undertaking trail maintenance activities. Handheld equipment such as weed whackers, hedge and string trimmers, and hand saws are also allowed.
- **Chain Saws.** Trail Managers are allowed to use chain saws to remove downed trees and limbs, provided that any personnel utilizing chain saws must be fully trained in their safe use and must use appropriate Personal Protective Equipment (PPE) at all times.
- **Plows & Snowblowers.** The AHET Trail is open to public use dawn to dusk, year-round. In winter months, the public will use the trail for cross-country skiing, snowshoeing, bicycling, or walking, depending on the trail’s condition. The AHET Trail will not be plowed or salted (in particular, plowing is not allowed on stonedust sections of the trail, which are susceptible to damage by snowplows). Snow and ice will be allowed to melt naturally.

## **Safety Training & Personal Protection Equipment (PPE)**

Trail Managers shall maintain a comprehensive worker safety program, shall train all staff undertaking maintenance activities on the safe use of all pieces of equipment prior to their use, shall comply at all times with applicable Occupational Safety and Health Administration (OSHA) requirements, and shall provide appropriate Personal Protective Equipment (PPE) to all maintenance personnel.

## **Routine Maintenance Activities**

Below is a narrative explanation of each Routine Maintenance Activity required for the Albany-Hudson Electric Trail.

1. **Grass Mowing: Required 4 Times/Year. (Enhanced frequency up to 10 Times/Year (e.g. twice per month)).**
  - The trail design includes a narrow grass margin, typically two to four feet wide, along both sides of the asphalt or stonedust trail. The mowed grass margins prevent vegetation from growing up and leaning into the trail, and provide space for users to move off the trail when stopping. The grass trail margins will be graded and compacted during construction of the trail, meaning they can be easily mowed with commercial landscaping equipment, such as a ride-on or stand-on mower or tractor capable of mowing a 24" to 48" swath in one or two passes.
  - Lawn mowing will also be required adjacent to the eight AHET Trail trailhead parking areas and at locations where the trail crosses major roads.
  - Personnel operating mowers must be attentive to guy wires that support National Grid's utility poles. Generally speaking, the trail is being designed to avoid the need to mow under or around guy wires. However, personnel operating mowers must be trained to avoid striking guy wires, including anchor points where guys are attached to the ground.
  - In late fall, after trees have dropped their leaves, the trail manager may decide to remove leaves from the trail surface, either by utilizing a mower to blow them off, or using a mechanical sweeper. Removal of leaves is a recommended but not required activity (not required if budget constraints preclude leaf removal).
2. **Weed Whacking, Landscaping, and Trimming: Required 2 Times/Year (Enhanced frequency up to 4 Times/Year).**
  - Grass and weeds that grow up around signposts, benches, safety fencing, etc. that cannot be reached with mowers will need to periodically cut, typically with hand held string trimmers (e.g. weed whackers).

- The AHET Trail will be designed to require minimum landscaping management. The Greenway will not install flowerbeds or areas requiring regular planting, weeding, or mulching. Shade trees and shrubs, where planted, will be native species that are disease and drought tolerant.
- In some locations, the AHET Trail will pass near trees or shrubs that will need to be occasionally trimmed to prevent limbs from growing into the trail corridor (typically using hand-held loppers).

### 3. **Removal of Fallen Trees and Limbs: As Needed, Low Frequency**

- National Grid maintains an active vegetation management program along the AHET corridor to prevent the growth of trees that could impact their transmission lines and infrastructure. As such, removal of fallen trees and limbs do not present a major concern. However, in a small number of locations the AHET Trail will pass near/under mature trees, meaning there will be occasional situations where the Trail Manager will need to utilize chainsaws or hand tools to cut and remove downed trees or limbs. Downed trees and limbs can be left in an out-of-the-way location on the ROW, provided material shall not be piled or pushed into the proximity of poles, anchors, guy wires, or other utility infrastructure. Moreover, material shall not be deposited into environmentally sensitive areas.

### 4. **Removal of Standing Trees or Branches: Will Be Removed by National Grid**

- National Grid's vegetation management program generally prevents mature trees from growing in proximity to the trail corridor. However, it is conceivable that an individual tree(s) in proximity to the AHET Trail could become diseased or damaged (for example by wind or ice), creating risk that a tree or limb could fall onto the trail. In the event a Trail Manager believes a standing tree presents a potential risk to trail users, the Manager shall review with National Grid and the Hudson Greenway. To avoid any risk of a tree striking electrical transmission infrastructure, **any felling or removal of standing trees that could fall and strike a conductor and/or the removal of any branches within 10 feet of conductors (other than telephone or cable television (CATV)) will be undertaken solely by National Grid or its contractors.**

### 5. **Litter and Dumping: As Needed, Low Frequency**

- Experience with other rail-trails in NYS indicates that litter is not expected to be a significant issue along the AHET Trail. To the extent litter does occur, personnel undertaking routine maintenance (mowing, weed whacking, etc.) will be expected to remove litter.
- Dumping is not a pervasive problem along the AHET ROW today (and should be even more infrequent after the trail is developed). However, there a handful of locations along the 35-mile trail route where dumping has been observed (typically individual

large items such as discarded furniture or tires). The Trail Manager will need to remove and properly dispose of dumped materials to the extent dumping occurs.

- Litter and trash removal is an excellent activity for volunteers, through “adopt a trail section” or annual clean-up days, reducing the need for the Trail Manager to use paid staff to keep the trail clean.
- The AHET Trail will be a “carry-in, carry-out” trail. The Hudson Greenway will not install trash cans, meaning the Trail Manager will not need to empty trash cans.

#### **6. Stonedust Surface Maintenance: As Needed, Low Frequency**

- The AHET Trail surface will be asphalt in high-use areas, and stonedust in lower-use rural areas. The asphalt and stonedust surfaces do not require routine maintenance.
- The majority of the AHET Trail will have a stonedust surface, which is a specified stone material (typically limestone) that is crushed to a powder. It is installed over a crushed stone sub-base, using paver and roller equipment, providing a highly stable and water-resistant surface similar to a commercial driveway and requiring little or no routine maintenance. Infrequently, potholes or ruts may develop on stonedust sections of the trail. To the extent this occurs, the Trail Manager is encouraged to address localized trail surface issues by manually applying stonedust to address potholes or ruts that may develop over time.

#### **7. Trail Patrol and Inspection: Integrated Into Mowing Activities**

- During the spring of each year, the Hudson Greenway will complete annual end-to-end inspections of the AHET Trail to identify any needed capital repairs to address potential safety hazards (trip and fall, fencing integrity, trail surface condition, damaged/missing safety signage, etc.), as well as monitor structural issues such as the condition of bridges, culverts and drainage structures. The Greenway and National Grid will jointly develop a written inspection checklist, to be completed annually by the Greenway.
- On a month-in, month-out basis, personnel operating mowing equipment will be asked to report any issues or concerns encountered along the trail to the Trail Manager (eliminating the need for separate trail patrol staff). The Trail Manager will address minor issues such as removal of downed trees and limbs or dumping, to the extent they occur. Any issues requiring capital repair (such as missing signage, damaged fencing, erosion, or failure of drainage structures) will be reported to the Hudson Greenway, which is responsible for addressing capital rehabilitation needs.

#### **8. Trailhead Parking Areas: Unique To Each Parking Area**

- The AHET Trail Concept Plan anticipates eight trailhead parking areas will be developed along the 35-mile route. While all parking areas will share some common elements, such as orientation and wayfinding signage and a list of key trail use rules,



each parking area will be unique. They will range in size from a modest 6-car gravel pull-off to a paved lot accommodating 15+ cars. Some are existing parking areas in municipal parks (one is an existing NYSDOT parking area), while others will be new construction. Given the narrow configuration of National Grid's ROW, many of the parking areas will be located on adjacent property. The Greenway's designation of AHET trailhead parking areas located on municipal property is dependent on approval by the involved local government, which will be responsible for maintaining the area, including maintaining the asphalt or gravel surface, mowing of lawn areas, litter removal, etc. Because each of the eight proposed AHET parking areas is unique, the cost of maintaining them is not included in the "per mile" routine maintenance cost estimate presented in Appendix A.

## SECTION 3

### **Projecting Annual Routine Maintenance Costs**

The Hudson Greenway has developed a projected annual cost estimate for the routine maintenance costs described above for the Albany-Hudson Electric Trail (see Appendix A). Key factors supporting the cost projection:

- The estimate is presented as a range, reflecting the fact that each Trail Manager has discretion on the frequency of maintenance activities (most notably mowing, which is required a minimum of 4 times per year, but may occur as often as 10 times per year if the Trail Manager has sufficient capacity).
- The cost estimate is presented on a "per mile" basis, allowing each Trail Manager to project their annual cost based on the length of the AHET trail under their jurisdiction (see Appendix A for the off-road trail length in each municipality along the AHET route).
- Labor is the largest component of routine maintenance. The cost estimate assumes an average labor rate of \$25/hour for maintenance staff, including direct salary and fringe rate. Trail Managers with higher or lower staff costs can adjust the annual estimate accordingly.

**The Hudson Greenway estimates the annual cost of maintaining off-road sections of the AHET Trail is approximately \$825 to \$1,675 per mile (a detailed explanation of this cost projection is provided in Appendix A).** The fact that the trail crosses through eight towns and three villages minimizes the impact on any single municipality. Moreover, volunteers can be utilized to undertake some routine maintenance costs, such as litter removal and trail clean-up days, reducing local government costs.

## SECTION 6

### AHET TRAIL MANAGING ENTITIES

#### NYS/Hudson Greenway Responsibilities

The Hudson Greenway is responsible for completing long-term capital repairs and rehabilitation of the AHET Trail, as needs arise in the future. However, the Greenway does not have on-the-ground maintenance staff or capacity to undertake routine maintenance of the AHET Trail. As such, the Greenway is proposing that local governments and non-profit organizations enter into a partnership for the routine AHET Trail maintenance activities outlined in Section 1 above.

#### County/Town/Village Responsibilities

Local governments and non-profit organizations that accept responsibility for maintaining sections of the AHET Trail will enter into a formal three-way written agreement (signed by National Grid, the Hudson Greenway, and the local government or non-profit organization) and will provide insurance and liability protection to National Grid. Entities that enter into written maintenance agreements are referred to as a "Trail Manager" in this document. A copy of the AHET Trail Manager Agreement, including liability and insurance requirements, is provided in Appendix B.

Elected officials have asked whether funding is available to cover routine maintenance costs incurred by local officials. At this time, the Hudson Greenway does not have dedicated, recurring funding for trail maintenance activities. While the Greenway may request funding in future state budget cycles, local governments and non-profits that become Trail Managers should assume they will absorb staff and related maintenance costs.

To jumpstart local efforts, the Hudson Greenway can purchase and donate trail maintenance equipment, such as mowers and related equipment, to local governments and non-profit Trail Managers (this is a one-time commitment, funded from the AHET Trail capital construction budget).

#### Volunteers

The Hudson Greenway anticipates that volunteers will play an important role in maintaining the AHET Trail, ranging from the efforts of formal "Friends Groups" and organizations that "Adopt" a section of the trail, to actions by individual trail users who pick up the occasional piece of litter or report a trail condition problem.

While the Greenway welcomes citizen participation, volunteer efforts involving the use of motorized or non-motorized equipment need to be integrated into formal written Trail Manager agreements. In other words, individual citizens who undertake maintenance activities such as mowing or removing downed trees and limbs need to do so under the umbrella of a local government or non-profit that has entered into a formal written agreement with National

Grid and the Hudson Greenway (among other reasons, to include volunteers in insurance coverage).

## Appendix A

### Estimated Annual AHET Trail Routine Maintenance Costs

The Hudson River Valley Greenway has developed a projection of the annual cost for the routine maintenance activities for off-road sections of the AHET Trail. Costs are based on information from a variety of sources, including NY State Parks and Canal Corporation and the Rails to Trails Conservancy. Key assumptions underlying the cost projection are:

- The cost projection assumes an average labor cost of \$25/hour. This figure includes hourly pay rate and fringe costs, plus an allotment for gas, supplies, etc. Trail Managers with higher or lower labor costs can adjust accordingly. The projected costs assume all maintenance work is completed by paid staff. Trail Managers that are able to secure volunteers for basic maintenance activities will realize cost savings.
- The projection is calculated on a per-mile basis, and indicates a range of frequency from Required (min) to Enhanced (max). For example, mowing is required 4 times per year, but if resources allow could be as frequent as 10 times per year under an enhanced approach.
- The cost projections do not include the cost of purchasing mowers and other maintenance equipment. The Hudson Greenway has committed to purchasing/donating mowers and related equipment to assist Trail Managers with start-up costs.
- The projections do not include the cost of maintaining designated trailhead parking areas, such as mowing and litter removal. Each trailhead is unique and will have its own annual maintenance cost (depending on the number of parking spots, surface material, amount of lawn requiring mowing, level of public use, etc.).

**Based on these assumptions, the annual projected cost of routine maintenance activities for off-road sections of the AHET Trail ranges from \$775 per mile (Required) to \$2,075 per mile (Enhanced frequency).**

| Maintenance Activity                                                              | Cost per mile/<br>occurrence | Cost per<br>mile/year  | Frequency                                 |
|-----------------------------------------------------------------------------------|------------------------------|------------------------|-------------------------------------------|
| Mowing (mowing staff also cover patrol needs)                                     | \$50                         | \$200-\$500            | 4 min / 10 max per year                   |
| Leaf Removal (seasonal)                                                           | \$25                         | \$25                   | 1 per year (fall)                         |
| Litter Clean-Up<br>(can often be completed by volunteers)                         | \$25                         | \$50                   | 2 per year                                |
| Weed Whacking, Landscaping, and Trimming                                          | \$250                        | \$500-\$1,000          | 2 min / 4 max per year                    |
| Miscellaneous (removal of fallen trees, maintenance of stone dust surfaces, etc.) | n/a                          | \$50 - \$100           | As needed (assumes 2 to 4 hours per year) |
| <b>Total Annual Cost (Per-Mile):</b>                                              |                              | <b>\$825 - \$1,675</b> |                                           |

The projected cost for maintaining the off-road segments of the Albany-Hudson Electric Trail is depicted on the chart below, reflecting the minimum and maximum costs in the above chart, multiplied by the miles of off-road trail in each municipality.

|                       | Off-Road Miles | Low Cost        | High Cost       |
|-----------------------|----------------|-----------------|-----------------|
| CITY OF RENSSELAER    | 0.0            | \$0             | \$0             |
| EAST GREENBUSH        | 2.5            | \$2,090         | \$4,244         |
| SCHODACK              | 6.6            | \$5,435         | \$11,035        |
| VILLAGE OF NASSAU     | 0.8            | \$685           | \$1,390         |
| NASSAU                | 1.8            | \$1,453         | \$2,950         |
| RENSSELAER COUNTY     | 11.7           | \$9,663         | \$19,620        |
| CHATHAM               | 2.4            | \$1,982         | \$4,024         |
| KINDERHOOK            | 2.5            | \$2,021         | \$4,104         |
| VILLAGE OF VALATIE    | 1.4            | \$1,139         | \$2,312         |
| VILLAGE OF KINDERHOOK | 1.4            | \$1,114         | \$2,261         |
| STUYVESANT            | 2.1            | \$1,724         | \$3,501         |
| STOCKPORT             | 3.8            | \$3,143         | \$6,382         |
| GREENPORT             | 1.7            | \$1,361         | \$2,764         |
| COLUMBIA COUNTY       | 15.1           | \$12,484        | \$25,346        |
| <b>TOTAL</b>          | <b>26.8</b>    | <b>\$22,147</b> | <b>\$44,966</b> |

**Appendix B**  
**National Grid Approval and Requirements:**  
**Albany-Hudson Electric Trail Maintenance Agreement**

**MUNICIPAL/NON-PROFIT AHET TRAIL MAINTENANCE AGREEMENT**

THIS TRAIL MAINTENANCE AGREEMENT (this “Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between **NIAGARA MOHAWK POWER CORPORATION**, a New York corporation having a usual place of business at 300 Erie Boulevard West, Syracuse, New York 13202 (hereinafter, “Licensor”) and **[INSERT MUNICIPALITY’S OR NON-PROFIT’S NAME AND MAILING ADDRESS]** (hereinafter, “Trail Manager”) and **GREENWAY CONSERVANCY FOR THE HUDSON RIVER VALLEY**, a New York State public benefit corporation having a usual place of business at 625 Broadway, 4th Floor, Albany, New York 12207-2995 (hereinafter, “Hudson River Valley Greenway”).

**RECITALS:**

WHEREAS, Licensor is the owner of certain real property located in Rensselaer and Columbia Counties;

WHEREAS, the Trail Manager has agreed to maintain a portion of Licensor’s Property described in **Exhibit A** (hereinafter, “Licensor’s Property”); [NOTE: Exhibit A will be a narrative description and map of the specific section of the AHET Trail that the municipality or non-profit has agreed to manage (e.g. the trail section in specific county, town or village).]

WHEREAS, Licensor owns, operates, and maintains electric distribution and transmission line infrastructure and related appurtenances on Licensor’s Property, including, by way of example only, one or more overhead electric lines carried on single poles, transformer stations, related infrastructure, and access/egress routes to facilitate inspection, maintenance, and repair of such infrastructure;

WHEREAS, to promote healthy lifestyles, enhance the conservation and enjoyment of natural or scenic resources, establish an alternative means of transportation, support recreation-based tourism and economic development activities, and further the general welfare of the public, Licensor has authorized the Hudson River Valley Greenway to construct, operate, and maintain a new linear recreational trail for use by the general public, named the Albany-Hudson Electric Trail (the “Trail” which, together with its related improvements, may be referred to collectively herein as the “Improvements”);

WHEREAS Licensor and Hudson River Valley Greenway entered into a License Agreement dated the 29<sup>th</sup> day of November, 2017 to authorize Hudson River Valley Greenway’s construction of a Trail and Improvements on Licensor’s Property;

WHEREAS, the Trail Manager has agreed to maintain the section of the Trail identified in Exhibit A; and

WHEREAS, Licensor is willing to enter into this Agreement as an accommodation to the Trail Manager and the Hudson River Valley Greenway.

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are hereby incorporated herein and made a part hereof, and in further consideration for the mutual covenants contained herein, the parties agree as follows:

- (i) Trail Maintenance Plan. The Hudson River Valley Greenway has developed the AHET Trail Maintenance Plan, dated \_\_\_\_\_, which has been reviewed and approved by Licensor (attached as Exhibit B).
- (ii) Trail Manager Maintenance. Licensor hereby authorizes the Trail Manager to undertake trail maintenance activities on the segments of the Trail and Improvements identified in Exhibit A. All maintenance activities undertaken by the Trail Manager shall comply with the AHET Trail Maintenance Plan.

#### **TRAIL MAINTENANCE AGREEMENT PERIOD**

(a) Initial Period; Renewal. The initial period of this Agreement shall commence as of the Effective Date and shall run through December 31 of the year next succeeding the Effective Date, and after which date shall, provided no Trail Manager Default exists hereunder, automatically renew on a year to year basis through December 31, 2075 unless earlier terminated pursuant to paragraph (b) below.

(b) Cancellation by Licensor. Licensor may terminate this agreement at any time, by delivering thirty (30) days prior written notice to the Trail Manager and to the Hudson River Valley Greenway. Upon delivery of such notice, this Agreement shall terminate and be of no further force and effect except those provisions expressly stated to survive the termination of this Agreement.

(c) Cancellation by Trail Manager. The Trail Manager may terminate this agreement at any time, by delivering thirty (30) days prior written notice to Licensor and to the Hudson River Valley Greenway. Upon delivery of such notice, this Agreement shall terminate and be of no further force and effect except those provisions expressly stated to survive the termination of this Agreement.

#### **COMPLIANCE**

The Trail Manager shall comply with all provisions of applicable federal, state, and municipal laws, statutes, codes, rules, regulations and ordinances and any successor laws, statutes, codes, rules, regulations and ordinances thereto affecting the Licensor's Property and its occupancy, use, and maintenance thereof pursuant to the terms of this Agreement (the "Applicable Laws"). If any provision of this Agreement is less restrictive than the Applicable Laws, then the Trail Manager shall comply with the more restrictive Applicable Laws.

## **INDEMNIFICATION**

The Trail Manager assumes all risks in the performance of all activities authorized by this Agreement and agrees to defend, indemnify and hold harmless Licensor, its officers, employees, agents and assigns (hereinafter, collectively the "Indemnitees") from and against any and all claims, demands, suits, losses, costs, fees, fines, penalties, causes of action and liabilities (including, without limitation, attorneys' fees and expenses) ("Claims") for any damage to property or injury to persons of whatever kind and nature (including death, disability or dismemberment), whether direct or indirect, caused or contributed to by the Trail Manager and the Trail Manager's contractors, vendors, materialmen, employees, agents, invitees and guests, and/or arising out of Trail Manager's acts or omissions and/or Trail Manager's performance (or failure to perform) pursuant to the terms of this Agreement, and/or any legal action against Licensor and/or the Indemnitees arising from the permission herein granted (including, but not limited to, use by the general public and third party challenges to the validity of this Agreement); provided, however, that the Trail Manager's indemnity obligation shall not extend to any Claims which are the result of Licensor's negligence or willful misconduct. The Trail Manager shall defend at Trail Manager's sole cost and expense any action commenced for the purpose of asserting any Claims of whatever character arising out of this Agreement. The Trail Manager's responsibility under this section shall not be limited to the required or available insurance coverage.

The indemnification requirements of this Agreement shall survive the termination of this Agreement such that any event that would form the basis of a claim which arises during the term of this Agreement, irrespective of when such claim is actually made, shall be included in the indemnification required by the immediately preceding paragraph.

## **INSURANCE**

The Trail Manager shall comply with the Insurance Requirements set forth in the attached **Exhibit C**, incorporated herein by reference and made a part hereof. The Trail Manager agrees that Licensor shall have no obligation to insure the Improvements. The Trail Manager shall not conduct any work or other activities upon the Licensor's Property unless and until it has obtained the insurance required by this Section and has delivered a certificate of insurance evidencing the required insurance to Licensor. For the avoidance of doubt, the provisions hereof shall apply to any contractor performing work at the request or on behalf of the Trail Manager.

## **NOTICE**

All notices required or permitted under this Agreement shall be in writing and either delivered in hand or mailed (a) by certified mail (return receipt requested) with the United States Postal Service, or (b) by Federal Express or other nationally recognized overnight mail carrier furnishing evidence of receipt, to:



Licensor: Niagara Mohawk Power Corporation  
300 Erie Boulevard West  
Syracuse, NY 13202  
Attention: Real Estate

With a copy to: c/o National Grid USA Service Company, Inc.  
40 Sylvan Road  
Waltham MA 02451  
Attention: Legal Department – Real Estate Group

With a copy to: National Grid  
1125 Broadway, Albany, NY 12204  
Attention: ROW and Survey Engineering

Trail Manager: [Insert name and mailing address]

And: Hudson River Valley Greenway  
625 Broadway, 4th Floor  
Albany, NY 12207-2995

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers upon the date first above written.

LICENSOR: NIAGARA MOHAWK POWER CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TRAIL MANAGER: [INSERT NAME OF MUNICIPALITY OR NON-PROFIT]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

GREENWAY CONSERVANCY FOR THE HUDSON RIVER VALLEY

By: \_\_\_\_\_  
Name: Andy Beers  
Title: Director, Empire State Trail

**Exhibit A**

**Description and Map of Licensor's Property Subject to this Trail Maintenance Agreement**

**Exhibit B**  
**Approved AHET Trail Maintenance Plan**

**Exhibit “C”  
National Grid/Niagara Mohawk Insurance Requirements**

1. From the commencement of the Agreement, through final expiration or longer where specified below, Grantee shall provide and maintain, at its own expense, insurance policies, intended to be primary (with no right of contribution by any other coverage available to National Grid USA its direct and indirect parents, subsidiaries and affiliates (the “Insured Entities”)), covering all Operations, Work and Services to be performed under or in connection with this Agreement, issued by reputable insurance companies with an A.M. Best Rating of at least B+, which at least meet or exceed the requirements listed herein:

(a) **Workers’ Compensation and Employers Liability insurance** as required by the State in which the work activities under this Agreement will be performed. If applicable, Coverage shall include the U.S. Longshoreman’s and Harbor Workers Compensation Act, and the Jones Act. The employer’s liability limit shall be at least \$500,000 each per accident, per person disease, and disease by policy limit.

If Grantee is exempt from having to obtain and maintain workers’ compensation coverage due to their legal status as a sole proprietor or partnership, Grantee shall obtain:

1. Long term disability insurance covering any illness or injury incurred in connection with this Agreement that prevents Grantee from working, with benefits of at least 50% of the Grantee's monthly income on the last day before the disability begins.
2. Health Care Insurance, covering any loss occasioned by bodily injury, sickness or disease, and medial expense, with limits, coverage, deductibles, co-insurance payments, and any other cost sharing features customarily maintained by other entities of a similar size and business nature.

(b) **Commercial General Liability (CGL) Insurance**, covering all operations to be performed by or on behalf of Grantee under or in connection with this Agreement, with **minimum** limits of:

|                                          |                                            |
|------------------------------------------|--------------------------------------------|
| <i><b>Bodily Injury (BI)</b></i>         | <i><b>- \$1,000,000 per occurrence</b></i> |
| Property Damage (PD)                     | - \$ 500,000 per occurrence                |
| OR                                       |                                            |
| Combined Single Limit                    | - \$1,000,000 per occurrence               |
| OR                                       |                                            |
| BI & PD per Occurrence                   | - \$1,000,000                              |
| General Aggregate &<br>Product Aggregate | - \$2,000,000 each                         |

- Coverage shall include: contractual liability (with this Agreement, and any associated verbal agreements, being included under the definition of “Insured Contract” thereunder), products/ completed operations, and if applicable, explosion, collapse and underground (XC&U).
- If the products-completed operations coverage is written on a claims-made basis, the retroactive date shall not precede the effective date of this Agreement and coverage shall be maintained continuously for the duration of this Agreement and for at least two years thereafter.
- Additional Insured as required by Article 3 below.
- The policy shall include a separation of insureds condition.

- In the event Grantee is a governmental entity such as a Town, County, Municipality etc., and such entity's liability to a third party is limited by law, regulation, code, ordinance, by-laws or statute (collectively the "Law"), this liability insurance shall contain an endorsement that waives such Law for insurance purposes only and strictly prohibits the insurance company from using such Law as a defense in either the adjustment of any claim, or in the defense of any suit directly asserted by an Insured Entity.

(c) **Automobile Liability**, covering all owned, non-owned and hired vehicles used in connection with all operations, work or services to be performed by or on behalf of Grantee under or in connection with this Agreement with **minimum** limits of:

*Bodily Injury* - **\$500,000 per occurrence; 1,000,000 aggregate**  
 Property Damage - \$500,000 per occurrence  
 OR  
 Combined Single Limit - \$1,000,000 per occurrence

Additional Insured as required in Article 3 below.

(d) **Umbrella Liability or Excess Liability** coverage, with a **minimum** per occurrence limit of \$4,000,000. This coverage shall run concurrent to the CGL required in Article 1(b) above, shall apply excess of the required automobile, CGL and employer's liability coverage required in this Insurance Exhibit, and shall provide additional insured status as outlined in Article 3 below.

(e) **Watercraft Liability (not applicable).**

(f) **Aircraft Liability (not applicable).**

(g) **Contractors Pollution Liability (CPL):** covering any sudden and accidental pollution liability which may arise out of, under, or in connection with this Agreement, including all operations to be performed by or on behalf of Grantee, or that arise out of the Grantee's use of any owned, non-owned or hired vehicles, with a **minimum** liability limit of:

*Bodily Injury (BI)* - **\$1,000,000 per occurrence**  
 Property Damage (PD) - \$ 500,000 per occurrence  
 OR  
 Combined Single Limit - \$1,000,000 per occurrence

This requirement may be satisfied by providing either this CPL policy, which would include naming the Insured Entities, including their officers and employees, as additional insured's as outlined in Article 3 below; **OR** by providing coverage for sudden and accidental pollution liability under the CGL and commercial automobile insurance policies required above - limited solely by the Insurance Services Organization (ISO) standard pollution exclusion, or its equivalent.

In the event grantee is unable to secure and/or maintain any or all of this sudden and accidental pollution liability coverage, Grantee agrees to indemnify and hold the Insured Entities harmless against any and all liability resulting from any coverage deficiency that is out of compliance with this insurance requirement.

**(h) Risk of Loss: Grantee** shall be responsible for all risk of loss to its equipment and materials, and any other equipment and materials owned by its employees or by other third parties that may be in their care, custody and control. If this coverage is excluded from the Commercial General Liability policy, then coverage will be acceptable under Grantee's property policy.

In the event that any equipment or materials (Goods) are supplied by the Insured Entities, an Insured Entities representative will provide the insurable value of the Goods to Grantee in writing, both cumulatively and on a maximum per item basis. Grantee will provide replacement cost insurance for these Goods under a blanket builder's risk policy, an equipment floater, or other equivalent coverage, while such Goods are under the care, custody and control of Grantee. Such insurance shall cover all Goods outlined in the Agreement or as noted on subsequent contract amendments. The coverage limit shall apply on either a per location basis or a maximum per item basis, and shall name the Insured Entities, as a Loss Payee with respect to their insurable interest as required in Article 3 below.

**(i) Homeowners/Sole Proprietors Insurance:** In the event that Grantee is either a homeowner or sole proprietor, the requirements in section 1 A and D do not apply. However, these requirements do apply to any contractors that have been hired by Grantee to perform any work activities on the premises as defined in this Agreement.

In addition, if a Homeowners insurance company will not provide the additional insured status to National Grid as required in section 3, Grantee agrees to indemnify and hold harmless the Insured Entities for any liability that would have otherwise been covered had the insurance carrier recognized the additional insured status.

**(j) Limits:** Any combination of Commercial General Liability, Automobile Liability and Umbrella Liability policy limits can be used to satisfy the limit requirements in items 1 b, c & d above.

If the term of this agreement is longer than five (5) years, in the fifth year, and every five (5) years thereafter, the Commercial General Liability and Umbrella/Excess Liability insurance limits required above shall be increased by the percentage increase in the Consumer Price Index from the month the Agreement was executed to the month immediately preceding the first month of the year in which the increase is required.

**2. Self-Insurance:** Proof of qualification as a qualified self-insurer, if approved in advance in writing by an Insured Entities representative, will be acceptable in lieu of securing and maintaining one or more of the coverages required in this Insurance Section. Such acceptance shall become a part of this insurance provision by reference herein.

For Workers' Compensation, such evidence shall consist of a copy of a current self-insured certificate for the State in which the work will be performed.

In order for self insurance to be accepted, Grantee's unsecured debt must have a financial rating of at least investment grade. For purposes of this section, "Investment Grade" means (i) if Grantee has a Credit Rating from both S&P and Moody's then, a Credit Rating from S&P equal to or better than "BBB-" and a Credit Rating from Moody's equal to or better than "Baa3"; (ii) if Grantee has a Credit Rating from only one of S&P and Moody's, then a Credit Rating from S&P equal to or better than "BBB-" or a Credit Rating from Moody's equal to or better than "Baa3; or (iii) if the Parties have mutually agreed in writing on an additional or alternative rating agency, then the equivalent credit rating assigned to an entity by

such additional or alternative rating agency that is equal to or better than “BBB-” from S&P and/or “Baa3” from Moody’s.

**3. Additional Insured and Loss Payee:** The intent of the Additional Insured requirement under the CGL, Auto, CPL, Umbrella/Excess, Aircraft and Watercraft policies is to include the Insured Entities, their directors, officers and employees, as Additional Insured’s for liabilities associated with, or arising out of, all operations, work or services to be performed by or on behalf of Grantee, including ongoing and completed operations, under this Agreement. The following language should be used when referencing the additional insured status: **National Grid USA, its subsidiaries and affiliates shall be named as additional insured.**

The Loss Payee language, as required in article 1.h above, shall read as follows: **National Grid USA, its subsidiaries and affiliates shall be included as a Loss Payee as their interest may appear.**

To the extent Grantee’s insurance coverage does not provide the full Additional insured coverage as required herein, Grantee agrees to indemnify and hold harmless the Insured Entities against any and all liability resulting from any deficiency in Grantee’s insurance coverage that may be out of compliance with this insurance requirement.

**4. Waiver of Recovery:** Grantee and its insurance carrier(s) shall waive all rights of recovery against the Insured Entities and their directors, officers and employees, for any loss or damage covered under those policies referenced in this insurance provision, or for any required coverage that may be self-insured by Grantee. To the extent Grantee’s insurance carriers will not waive their right of subrogation against the Insured Entities, Grantee agrees to indemnify the Insured Entities for any subrogation activities pursued against them by Grantee’s insurance carriers. However, this waiver shall not extend to the gross negligence or willful misconduct of the Insured Entities or their employees, sub-contractors or agents.

**5. Contractors:** In the event Grantee uses Contractors in connection with this Agreement, it is expressly agreed that Grantee shall have the sole responsibility to make certain that all Contractors are in compliance with these insurance requirements and remains in compliance throughout the course of this Agreement, and thereafter as required. Grantee shall remain liable for the performance of the Contractor, and such sub-contract relationship shall not relieve Grantee of its obligations under this agreement.

Unless agreed to in writing by the Risk Management Department of National Grid USA Service Company, any deductible or self insured retentions maintained by any Contractor, which shall be for the account of the Contractor, and shall not exceed \$100,000. In addition, Contractor shall name both the Grantee and National Grid USA, (including their subsidiaries, affiliates, officers and employees), as additional insured’s under the Commercial General Liability and Umbrella/Excess Liability insurance. If requested by National Grid, Grantee shall provide National Grid with an insurance certificate from its Contractor evidencing this coverage.

In the event any Contractor is unable to maintain all of the same insurance coverage as required in this insurance article, Grantee agrees to indemnify and hold the Insured Entities harmless against any and all liability resulting from any deficiency in Contractor’s insurance coverage that may be out of compliance with these insurance requirements.

**6. Insurance Certification:** Upon execution of this Agreement, Grantee shall promptly provide National Grid with (a) **Certificate(s) of Insurance** for all coverage’s required herein at the following address:

National Grid  
Attn: Risk Management Bldg. B-3  
300 Erie Boulevard West  
Syracuse, NY 13202

Such certificates, and any renewals or extensions thereof, shall outline the amount of deductibles or self-insured retentions which shall be for the account of Grantee. Such deductibles or self-insured retentions shall not exceed \$100,000 unless agreed to in writing by the Risk Management Department of National Grid USA Service Company, whose approval shall not be unreasonably withheld, delayed or conditioned.

Grantee shall provide National Grid with at least 30 days prior written notice of any cancellation or diminution of the insurance coverage required in this insurance article.

**7. Insurance Obligation:** If any insurance coverage is not secured, maintained or is cancelled and Grantee fails immediately to procure other insurance as specified, National Grid has the right, but not the obligation, to procure such insurance and to invoice Grantee for said coverage.

**8. Incident Reports:** Grantee shall furnish the Risk Management Department of National Grid USA Service Company with copies of any non-privileged accident or incident report(s)(collectively, the "Documents") sent to Grantee's insurance carriers covering accidents, incidents or events occurring as a result of the performance of all operations, work and services to be performed by or on behalf of Grantee under or in connection with this Agreement, excluding any accidents or incidents occurring on Grantee property. If any of the National Grid Companies are named in a lawsuit involving the operations and activities of Grantee associated with this Agreement, Grantee shall promptly provide copies of all insurance policies relevant to this accident or incident if requested by National Grid. However, in the event such Documents are deemed privileged and confidential (Attorney Client Privilege), Grantee shall provide the relevant facts of the accident or incident in a format that does not violate such Attorney Client Privilege.

**9. Other Coverage:** These requirements are in addition to any which may be required elsewhere in this Agreement. In addition, Grantee shall comply with any governmental site specific insurance requirements even if not stated herein.

**10. Coverage Representation:** Grantee represents that it has the required policy limits available, and shall notify National Grid USA Service Company's Risk Management Department in writing when the minimum coverage's required in this article herein have been reduced as a result of claims payments, expenses, or both. However, this obligation does not apply to any claims that would be handled solely with in Grantee's deductible or self-insured retention.

**11. Responsibility:** The complete or partial failure of the Grantee's insurance carrier to fully protect and indemnify the Insured Entities per the terms of the Agreement, including without limitation, this exhibit, or the inadequacy of the insurance shall not in any way lessen or affect the obligations of the Grantee to the Insured Entities.

**12. Coverage Limitation:** Nothing contained in this article is to be construed as limiting the extent of the Grantee's responsibility for payment of damages resulting from all operations, work and services to be performed by or on behalf of Grantee under or in connection with this Agreement, or limiting, diminishing, or waiving Grantee's obligation to indemnify, defend, and save harmless the Insured Entities in accordance with this Agreement.





# RENSSELAER COUNTY DEPARTMENT OF SOCIAL SERVICES

Steven F. McLaughlin  
County Executive

Theresa A. Beaudoin  
Commissioner

## Agreement with Worksite Sponsor Agency

THIS AGREEMENT, made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Department of Social Services in The County of Rensselaer, having its offices at 547 River St, Troy, New York 12180, 4<sup>th</sup> Floor, hereinafter designated the "social services district" and (Name of Sponsor and Address)

\_\_\_\_\_

\_\_\_\_\_

hereinafter designated the "sponsor".

WHEREAS, the social service district is charged with receiving and administering federal Temporary Assistance for Needy Families (TANF) funds and Food Stamp Employment and Training (FSET) funds to be used for work activities in accordance with State Social Services Law and its implementing regulations. TANF activities must be in accordance with the state plan filed with the U.S. Department of Health and Human Services under Title IV-A of the Social Security Act. The social services district may use federal and state funds for work activities as authorized under the TANF Program, the state-administered Safety Net Program and the FSET Program to provide for the establishment of work experience projects, including any work experience that is part of a community service program, for persons in receipt of TANF, Safety Net and/or food stamp benefits. Work experience projects may include but are not limited to the performance of work experience activities in the public sector or non-profit sector, including activities associated with refurbishing publicly assisted housing, operation of an activity of a government unit, a non profit agency or an institution, pursuant to an agreement with the social services district in accordance with state regulations: and

WHEREAS, the sponsor is a federal or state institution, a municipality, a public agency or a public or private nonprofit entity desiring to provide work experience activities for recipients of TANF, Safety Net, and/or food stamps under an agreement complying with such provision of law and regulations.

NOW, THEREFORE, it is agreed as follows:

1. The social services district shall assign to the sponsor recipients of TANF, Safety Net and/or Food Stamps (hereinafter called "participants") to whom the sponsor shall assign work experience activities in accordance with the provisions of this Agreement and applicable law and regulations.

2. The social services district will advise the sponsor as to the number of mandatory hours for which each participant must participate in work experience activities each week. The participant is not "working off" the grant, but is engaged in work experience activities as an element of their plan to become more self-sufficient. In no event may a participant be required to work more than forty hours in any week.
3. The social services district will advise the sponsor as to any limitations a participant may have with regards to the nature of work experience activities in which they may participate; participants will be required to perform only those activities that are within their physical capabilities or licensing.
4. Work experience activities shall be performed at the sponsor's worksite locations as shall be mutually agreed upon between the social services district and the sponsor. The activity must serve a useful public purpose in such fields as health, social services, environmental protection, education, urban and rural development and re-development, welfare, recreation, operation of public facilities, public safety or child day care.
5. The assignment of a participant to a work experience activity must not result in:
  - A. the displacement of any currently employed employee or loss of job or position, including partial displacement such as a reduction in the hours of non-overtime work, wages or employment benefits, or result in the impairment of existing contracts for services or collective bargaining agreements;
  - B. the assignment of a participant to a work experience activity when an employee is on a non-voluntary layoff from the same or any equivalent position, or the employer has terminated the employment of any regular employee or otherwise has reduced its workforce with the effect of filling the resultant functional vacancy with such participant;
  - C. any infringement of the promotional opportunities of the sponsor's employees;
  - D. the performance, by such participant, of a substantial portion of the work ordinarily and actually performed by regular employees; or
  - E. the loss of a bargaining unit position as a result of the work experience participant performing, in part or in whole, the work normally performed by the employee in such positions.
6. Work experience participants may not be used at any worksite at which the regular employees are on a legal strike against the employer or are being subjected to a lock out by the sponsor.
7. The sponsor warrants that it will not discriminate on the grounds of age, race, color, religion, sex, national origin, or mental or physical disability.
8. The sponsor shall provide adequate supervision to the participant. The sponsor will maintain and provide to the social services district time records with respect to each participant, and shall ensure that such time records are adequate to meet the needs of the social services district. The sponsor shall promptly notify the social services district of a participant's absence, except when such absence is on a pre-planned basis approved by the social services district. The sponsor will notify the social services district if a participant refuses and/or fails to perform assigned work and experience activities. The sponsor will review the performance

and attitude of all participants with a representative of the social service district at regular and mutually convenient intervals.

9. The sponsor shall provide any special clothing, specific tools or equipment that may be required for the participants to perform the work experience activities as would be issued to their workforce.
10. Only properly licensed participants may be assigned such work experience activities that require them to operate a motor vehicle of any type. If the sponsor requires the, properly licensed, participant to operate a motor vehicle, then that sponsor shall provide the motor vehicle and also provide adequate liability insurance for such motor vehicle, which shall cover the participant who is operating the vehicle.
11. The sponsor will establish and maintain appropriate standards of health, safety and other work conditions to ensure that participants are adequately protected against hazards or activities that may affect adversely their health or safety. Such standards shall meet or exceed those required by public employee safety and health standards established in New York State labor Law section 27-a. Additionally the sponsor shall report to the social services district any injury to or illness of any participant.
12. The sponsor may offer paid employment to any participant, provided the sponsor furnishes to the social services district written notice of such offer and the participant's acceptance or rejection thereof, including details as to the job description, wages, date of offer and starting or rejection date.
13. If the participant's performance is not to the standard the sponsor expects; intervention by social service personnel is available and the participant will be monitored for improvement or the sponsor may terminate the work experience activities of the participant with a written reason for the termination to the social service district.
14. The sponsor agrees to indemnify and save harmless the State of New York and the County of Rensselaer, their officers, employees and agents from and against all liability, loss or damage they may suffer as a result of any claims, demands, costs, judgments or damage to state or county property in the care, custody or control of the sponsor arising directly or indirectly out of this Agreement, including losses arising out of negligent acts or omissions of the sponsor. The sponsor further agrees to provide defense for and defend any claims or causes of action of any kind or character directly or indirectly arising out of this Agreement at its sole expense and agrees to bear all other cost and expenses relating thereto. The foregoing provisions shall not be construed to cause the sponsor to indemnify the state and the County, their officers, agents or employees from its or their sole negligence. The sponsor affirms that it will comply in the performance of the Agreement with all applicable provisions of the Labor Law, Workers' Compensation Law, State Employment Insurance Law, State General Obligations Law, federal Social Security Law and any and all rules and regulations promulgated by the U.S. Department of Labor, the U.S. Department of Health and Human Services, the Commissioner of Labor of the State of New York, and any other applicable laws, rules and regulations.
15. This Agreement shall take effect as of \_\_\_\_\_, 20\_\_\_\_ and may be terminated at any time by either party upon thirty (30) days written notice by registered or certified mail, return receipt requested.

16. This agreement shall not be modified except by a further written agreement signed by both parties.

In witness thereof, the parties have executed this agreement on the dates noted below.

By: \_\_\_\_\_, Commissioner Rensselaer  
County Department of Social Services

Date: \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_,  
Sponsor Organization

Date: \_\_\_\_\_, 20\_\_\_\_



**RENSSELAER COUNTY  
DEPARTMENT OF SOCIAL SERVICES**

547 River St, 4<sup>th</sup> Floor, Troy NY 12180 (518) 266-7840 Fax (518) 266-7849

Steven F. McLaughlin  
County Executive

Theresa A. Beaudoin, Commissioner  
Jennifer M. Girzone, Deputy Commissioner  
Anthony J. Burke, Director of Assistance Programs

**RENSSELAER COUNTY WORK EXPERIENCE PROGRAM SCHEDULE**

Participant: \_\_\_\_\_

Date: \_\_\_\_\_

Site: \_\_\_\_\_

Dear: \_\_\_\_\_

The Memorandum of Understanding between the Rensselaer County Department of Social Services and your agency indicates the participant is expected to work on a prescribed schedule. To assist us in monitoring the attendance records of participants, please indicate their schedule in the area below, have participant sign and date, then return this form, to my attention, as soon as possible either by Fax (518-266-7849) or by mailing to Department of Social Services, Project HIRE, at 547 River Street, 4<sup>th</sup> Floor, Troy, NY 12180.

Thank You,

Jolene Crandall  
Sr. Social Welfare Examiner II

Start Date: \_\_\_\_\_

Monday      Tuesday      Wednesday      Thursday      Friday      Saturday      Sunday

|  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|
|  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|

You, the participant, are expected to report to the work experience site per the above schedule and follow the attendance rules of the work experience site and all tasks assigned to you. Any customer, client, patient, and employee information you come in contact with either by computer records, paper records or verbal are to be kept confidential.

The consequences of disclosing this information to anyone outside the sponsor's agency may include but are not limited to: 1) Immediate termination of the work experience assignment with possible sanction.  
2) You may be held personally liable for any damages suffered by the sponsor or their client, customer, patient or employee.

I have read and understand the above and agree to comply with the above instructions.

Client Signature: \_\_\_\_\_

Date: \_\_\_\_\_



# RENSSELAER COUNTY DEPARTMENT OF SOCIAL SERVICES

547 River St, Troy NY 12180 (518) 266-7840 Fax (518) 266-7849

Steven F McLaughlin  
County Executive

Theresa A. Beaudoin, Commission  
Jennifer M. Girzone, Deputy Commission  
Anthony J. Burke, Director of Assistance Program

## PARTICIPANT'S RIGHTS AND OBLIGATION

During participation in work experience, you are still considered "Not Employed" and are expected to continue your search for regular employment.

1. You will still have to report to the New York State Job Services and Project Hire for counseling. Notify the work site regarding these scheduled dates and show the appointment notice to your supervisor.
2. You must perform assignments to the best of your ability.
3. At the work site, standards for health and safety will be maintained.
4. C.W.E.P. and P.W.P. participants will receive actual transportation expenses as allowable.
5. **If you are absent on more than TWO occasions in a single month, this shall constitute failure to participate in the assignment and your grant may be reduced or discontinued.**
6. It is your responsibility to notify the work site prior to taking time off. "Call in" will be based on the requirements of the Work Experience Site you are assigned to.
7. The following explanations will be accepted **upon written verification** with "Good Cause": 1.) Illness with medical verification; 2.) Death in immediate family; 3.) Employment interview; 4.) Medical appointment; 5.) Appointment at New York State Department of Labor or Rensselaer County Department of Social Service. More than two absences in any calendar month, even with "Good Cause", must be made up during that month.
8. Unexcused absences from your work assignment may cause your grant to be reduced or discontinued.
9. Any time you are not involved in the Work Experience Program, you are required to search for paid employment.

I have read and understand my obligations to the CWEP/PWP programs and acknowledge I have received a copy of this document.

\_\_\_\_\_  
Client's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agency Representative

\_\_\_\_\_  
Date



**RENSSELAER COUNTY  
DEPARTMENT OF SOCIAL SERVICES**

547 River St, Troy NY 12180 (518) 266-7840 Fax (518) 266-7849

County Executive

Theresa A. Beaudoin, Commissioner  
Jennifer M. Girzone, Deputy Commissioner  
Anthony J. Burke, Director of Assistance Programs

Category/ Case # \_\_\_\_\_

Dear \_\_\_\_\_,

You are being referred to a Work Experience site. Federal regulations allow State and Local Social Services Districts the authority to require non-exempt recipients to participate in employment activities.

You are being required to report for an interview on:

\_\_\_\_\_ Day \_\_\_\_\_ Month \_\_\_\_\_ Date at \_\_\_\_\_ Time AM / PM

Sponsor Name and Location: \_\_\_\_\_

Supervisor/Staff to Report to: \_\_\_\_\_ Phone: \_\_\_\_\_

The law provides that no recipient shall be expected to participate more hours than are necessary to meet his or her budget deficit or no more than 40 hours per week. You are currently required to participate \_\_\_\_\_ hours per week.

The worksite participant has the following limitations: \_\_\_\_\_

Your job responsibilities, including hours to be at site participating will be explained to you by the above mentioned agency.

Failure to report to the above interview without good cause will result in your public assistance grant being reduced or discontinued for up to six months.

The attached page describes your rights and obligations during participation in this program

Client Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Agency Representative Signature: \_\_\_\_\_

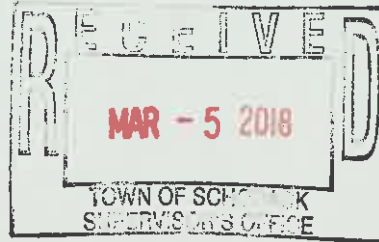
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# BREWER ENGINEERING ASSOCIATES, P.C.

CONSULTING ENGINEERS • PLANNERS

743 COLUMBIA TURNPIKE • EAST GREENBUSH • NEW YORK 12061 • (518) 477-5253

February 28, 2018



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

**RE: STRAWBERRY FIELDS - LOTS 21 TO 28 &  
STRAWBERRY FIELDS  
REVISED WOODLAND DRIVE  
ROAD RIGHT-OF-WAY  
TOWN OF SCHODACK, NY**

Dear Supervisor Harris and Town Board Members:

Richard Hines, previous owner of tract of land on which the existing twenty lot Strawberry Fields - Phase 1 Subdivision is located is proposing an additional twenty single family lots. The intent is to develop the site in two phases STRAWBERRY FIELDS LOTS 21 - 28, (eight lots) and STRAWBERRY FIELDS LOTS 29 - 40 (twelve lots). In developing STRAWBERRY FIELDS LOTS 21 - 28, the present Woodland Drive would be extended seven hundred-fifty feet easterly from its current eastern most terminus.

Extending Woodland Drive seven hundred-fifty feet easterly from its current eastern terminus will require revision to the road right-of-way and elimination of the existing cul-de-sac. In order to accomplish this, we are asking the Board to consider rescinding the current approval for the Woodland Drive right-of-way and Easement "H" (a landscaping easement located at the center of the cul-de-sac), the removal of the existing easterly cul-de-sac as a revised road right-of-way and Easement "O" (a landscaping easement located at the center of the new cul-de-sac), all as indicated on the enclosed drawing entitled Revised Woodland Drive Road Right-of-Way Map and as described in the enclosed legal descriptions.

The revised road right-of-way includes the existing Woodland Drive right-of-way in Strawberry Fields - Phase 1 and the right-of-way situated in STRAWBERRY FIELDS LOTS 21 - 28. The portion of the right-of-way on which the existing eastern cul-de-sac is located will be included as a portion of Lot 28, STRAWBERRY FIELDS LOTS 21 - 28



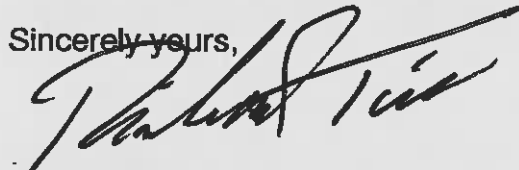
**REVISED WOODLAND DRIVE  
ROAD RIGHT-OF-WAY  
TOWN OF SCHODACK, NY**

**FEBRUARY 28, 2018  
PAGE 2**

Also enclosed are the legal descriptions for the existing road right-of-way for Woodland Drive in Strawberry Fields - Phase 1 and for Easement "I" - Landscaped Island Area located at the far western terminus of Woodland Drive in Phase 1. The Easement "I" - Landscaped Island Area will remain as shown on the enclosed Revised Woodland Drive Road Right-of-Way Map.

Thank you and the Board members for your assistance in this matter.

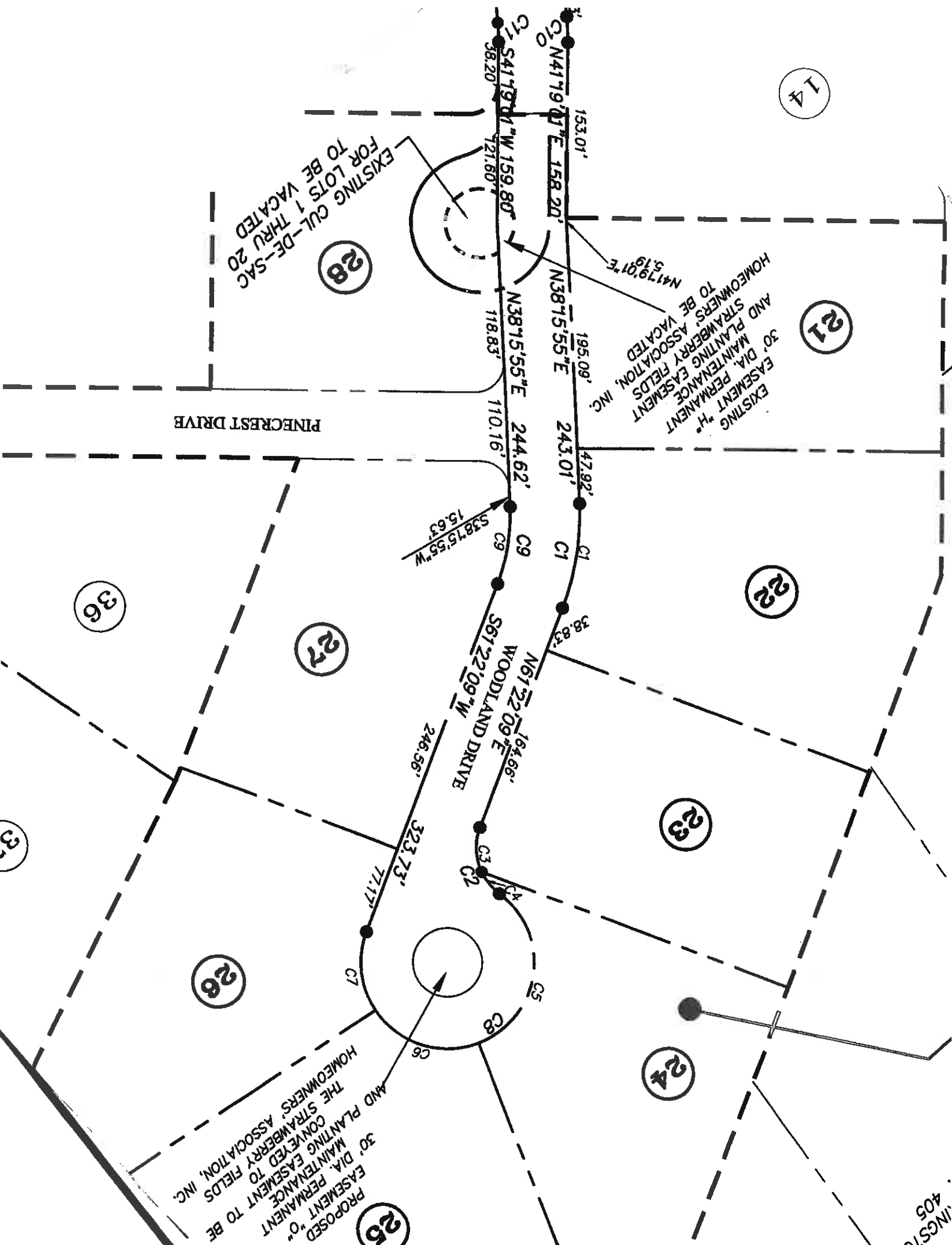
Sincerely yours,



Richard Tice  
Project Manager

Enclosures

cc: Nadine Fuda, Director Planning & Zoning  
Town of Schodack  
Richard Laberge, P.E., President  
Laberge Group



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EXISTING CUL-DE-SAC FOR LOTS 1 THRU 20 TO BE VACATED

EXISTING 30' DIA. PERMANENT EASEMENT MAINTENANCE EASEMENT TO BE VACATED HOMEOWNERS' ASSOCIATION, INC.

PINECREST DRIVE

WOODLAND DRIVE

PROPOSED 30' DIA. PERMANENT EASEMENT TO BE CONVEYED TO THE STRAWBERRY FIELDS HOMEOWNERS' ASSOCIATION, INC.

C10 N4179'01"E 153.01'  
 C11 S4179'01"W 159.80'  
 38.20'

N3815'55"E 195.09'  
 N3815'55"E 243.01'  
 47.92'

C9 S3815'55"W 15.63'

C1 N6122'09"E 164.66'

C9 S6122'09"W 246.56'

C3 S323'73"E 77.17'

C1

C8

C6

121.80'

118.83'

110.16'

244.62'

38.83'

164.66'

323.73'

77.17'

323.73'

77.17'

323.73'

77.17'

77.17'

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**SCHEDULE "A"**

**DESCRIPTION OF ROAD RIGHT-OF-WAY**

**FOR**

**REVISED**

**"WOODLAND DRIVE"**

**"STRAWBERRY FIELDS"**

**AND**

**"STRAWBERRY FIELDS LOTS 21 - 28"**

**TOWN OF SCHODACK**

**COUNTY OF RENSSELAER**

**STATE OF NEW YORK**

**FEBRUARY 23, 2018**

All that tract, piece and parcel of land situate, lying and being in the Town of Schodack, County of Rensselaer, State of New York, and more particularly bounded and described as follows:

Beginning at the westerly most corner of the southerly right-of-way line of Farm View Drive, "Strawberry Fields", said point being a corner on the northwesterly line of Lot 5, "Strawberry Fields", said point being a corner on the southwesterly right-of-way line of, and the point-of-beginning for the herein to be described **"WOODLAND DRIVE", "STRAWBERRY FIELDS" AND "STRAWBERRY FIELDS LOTS 21 - 28"**.

From said point-of-beginning run along a portion of the said northwesterly line of Lot 5, "Strawberry Fields", S41°-19'-01"W, a distance of 227.46 feet to a point; Thence continue along a portion of the said northwesterly line of Lot 5, "Strawberry Fields" and along a portion of the westerly line of Lot 6, "Strawberry Fields", by a curve to the left having a chord bearing of S04°-26'-49"W, a chord length of 60.00 feet, a radius of 50.00 feet, a central angle of 73°-44'-23" and an arc length of 64.35 feet to a point; Thence continue along the said westerly line of Lot 6, "Strawberry Fields", along the northeasterly line of Lot 7, "Strawberry Fields" and along a portion of the southeasterly line of Lot 8, "Strawberry Fields", by a curve to the right having a chord bearing of N85°-

**DESCRIPTION OF ROAD RIGHT-OF-WAY  
"WOODLAND DRIVE"  
"STRAWBERRY FIELDS"  
AND  
"STRAWBERRY FIELDS LOTS 21 - 28"**

**FEBRUARY 23, 2018  
PAGE 2**

33'-11"W, a chord length of 120.00 feet, a radius of 75.00 feet, a central angle of 253°-44'-23" and an arc length of 332.14 feet to a point; Thence continue along the said southeasterly line of Lot 8, "Strawberry Fields", along the southeasterly line of Lots 9, 10 and a portion of the southeasterly line of Lot 11, "Strawberry Fields", N41°-19'-01"E, a distance of 662.96 feet to a point; Thence continue along the said southeasterly line of Lot 11, "Strawberry Fields" and along a portion of the southeasterly line of Lot 12, "Strawberry Fields", by a curve to the right having a chord bearing of N51°-19'-01"E, a chord length of 79.88 feet, a radius of 230.00 feet, a central angle of 20°-00'-00" and an arc length of 80.29 feet to a point; Thence continue the following two courses along a portion of the said southeasterly line of Lot 12, "Strawberry Fields", (1) N61°-19'-01"E, a distance of 100.47 feet to a point; Thence continue along the said southeasterly line of Lot 12, "Strawberry Fields", by a curve to the left having a chord bearing of N59°-17'-18"E, a chord length of 12.04 feet, a radius of 170.00 feet, a central angle of 04°-03'-26" and an arc length of 12.04 feet to a point, said point being the southerly most corner of the southwesterly right-of-way line of "Leslie Drive"; Thence run along the southeasterly terminus of said "Leslie Drive", by a curve to the left having a chord bearing of N48°-29'-28"E, a chord length of 75.48 feet, a radius of 170.00 feet, a central angle of 25°-39'-06" and an arc length of 76.11 feet to a point; Thence continue along the said southeasterly terminus of said "Leslie Drive", along the southeasterly line of Lot 13, "Strawberry Fields" and along a portion of the southeasterly line of Lot 14, "Strawberry Fields", N35°-39'-56"E, a distance of 269.53 feet to a point; Thence continue the following two courses along the said southeasterly line of Lot 14, "Strawberry Fields", (1) By a curve to the left having a chord bearing of N38°-29'-28"E, a chord length of 22.68 feet, a radius of 230.00 feet, a central angle of 05°-39'-06" and an arc length of 22.69 feet to a point; (2) Thence run, N41°-19'-01"E, a distance of 153.01 feet to a point, said point being the southwesterly most corner of Lot 21, "Strawberry Fields Lots 21 - 28", Thence run along the southeasterly line of said Lot 21, "Strawberry Fields Lots 21 - 28", N41°-19'-28"E, a distance of 5.19 feet to a point; Thence continue along the said southeasterly line of Lot 21, "Strawberry Fields Lots 21-28" and along a portion of the southeasterly line of Lot 22, "Strawberry Fields Lots 21-28", N38°-15'-55"E, a distance of 243.01 feet to a point; Thence continue along a portion of the said southeasterly line of Lot 22, "Strawberry Fields Lots 21-28", by a curve to the right having chord bearing of N49°-49'-02"E, a chord length of 92.12 feet, a radius of 230.00 feet, a central angle of 23°-06'-14" and an arc length of 92.74 feet to a point; Thence continue along the said

**DESCRIPTION OF ROAD RIGHT-OF-WAY  
"WOODLAND DRIVE"  
"STRAWBERRY FIELDS"  
AND  
"STRAWBERRY FIELDS LOTS 21 - 28"**

**FEBRUARY 23, 2018  
PAGE 3**

southeasterly line of Lot 22, "Strawberry Fields Lots 21-28" and along a portion of the southeasterly line of Lot 23, "Strawberry Fields Lots 21-28", N61°-22'-09"E, a distance of 203.79 feet to a point; Thence continue along a portion of the said southeasterly line of Lot 23, "Strawberry Fields Lots 21-28" and along a portion of the southeasterly line of Lot 24, "Strawberry Fields Lots 21-28", by a curve to the left having a chord bearing of N24°-27'-56"E, a chord length of 59.95 feet, a radius of 50.00 feet, a central angle of 73°-40'-05" and an arc length of 64.29 feet to a point; Thence continue along the said southeasterly line of Lot 24, "Strawberry Fields Lots 21-28", along the westerly line of Lot 25, "Strawberry Fields Lots 21-28" and along a portion of the northwesterly line of Lot 26, "Strawberry Fields Lots 21 -28", by a curve to the right having a chord bearing of S65°-30'-03"E, a chord length of 120.00 feet, a radius of 75.00 feet, a central angle of 253°-44'-23" and an arc length of 332.14 feet to a point; Thence continue along the said northwesterly line of Lot 26, "Strawberry Fields Lots 21-28" and a portion of the northwesterly line of Lot 27, "Strawberry Fields Lots 21-28", S61°-22'-09"W, a distance of 323.73 feet to a point; Thence continue the following two courses along the said northwesterly line of Lot 27, "Strawberry Fields Lot 21-28", (1) By a curve to the left having a chord bearing of S49°-49'-02"W, a chord length of 68.09 feet, a radius of 170.00 feet, a central angle of 23°-06'-14" and an arc length of 68.55 feet to a point; (2) Thence run, S38°-15'-55"W, a distance of 15.63 feet to a point, said point being the northeasterly most corner of the northeasterly right-of-way line of "Pinecrest Drive"; Thence run along the northerly terminus of said "Pinecrest Drive", S38°-15'-55"W, a distance of 110.16 feet to a point, said point being the northwesterly most corner of the westerly right-of-way line of said "Pinecrest Drive" and a corner on the northwesterly line of Lot 28, "Strawberry Fields Lots 21-28"; Thence run along the said northwesterly line of Lot 28, "Strawberry Fields Lots 21-28", S38°-15'-55"W, a distance of 118.83 feet to a point; Thence continue along the said northwesterly line of Lot 28, "Strawberry Fields Lots 21-28" and along a portion of the northwesterly line of Lot 15, "Strawberry Fields", S41°-19'-01"W, a distance of 159.80 feet to a point; Thence continue along the said northwesterly line of Lot 15, "Strawberry Fields", by a curve to the left having a chord bearing of S38°-29'-28"W, a chord length of 16.76 feet, a radius of 170.00 feet, a central angle of 05°-39'-06" and an arc length of 16.77 feet to a point; Thence continue along the said northwesterly line of Lot 15, "Strawberry Fields" and along a portion of the northwesterly line of Lot 16, "Strawberry Fields", S35°-39'-56"W, a distance of 269.54 feet to a point; Thence continue along the said northwesterly line of Lot 16, "Strawberry

**DESCRIPTION OF ROAD RIGHT-OF-WAY  
"WOODLAND DRIVE"  
"STRAWBERRY FIELDS"  
AND  
"STRAWBERRY FIELDS LOTS 21 - 28"**

**FEBRUARY 23, 2018  
PAGE 4**

Fields" and along a portion of Lot 17, "Strawberry Fields", by a curve to the right having a chord bearing of S48°-29'-32"W, a chord length of 102.11 feet, a radius of 230.00 feet, a central angle of 25°-39'-00" and an arc length of 102.97 feet to a point; Thence continue the following two courses along the said northwesterly line of Lot 17 "Strawberry Fields", (1) S61°-19'-01"W, a distance of 100.47 feet to a point; (2) Thence run, by a curve to the left having a chord bearing of S51°-19'-01"W, a chord length of 50.04 feet, a radius of 170.00 feet, a central angle of 20°-00'-00" and an arc length of 59.34 feet to a point; Thence continue along the said northwesterly line of Lot 17, "Strawberry Fields", along the northwesterly line of Lot 18, "Strawberry Fields" and along the northwesterly terminus of said "Farm View Drive", S41°-19'-01"W, a distance of 315.50 feet to a point, said point being the said westerly most corner of the southerly right-of-way line of "Farm View Drive", said point being a corner on the northwesterly line of said Lot 5, "Strawberry Fields", and point being the said most corner of, and the said point-of-beginning for the herein described "WOODLAND DRIVE", "STRAWBERRY FIELDS" AND "STRAWBERRY FIELDS LOTS 21 - 28".

Said "WOODLAND DRIVE", "STRAWBERRY FIELDS" AND "STRAWBERRY FIELDS LOTS 21 - 28" contains 150,647 square feet = 3.458 acres, more or less.

SCHEDULE "A"

DESCRIPTION OF ROAD RIGHT-OF-WAY

FOR

"WOODLAND DRIVE"

"STRAWBERRY FIELDS"

TOWN OF SCHODACK COUNTY OF RENSSELAER

STATE OF NEW YORK

FEBRUARY 23, 2011  
REVISED - MARCH 30, 2011

All that tract, piece and parcel of land situate, lying and being in the Town of Schodack, County of Rensselaer, State of New York, and more particularly bounded and described as follows:

Beginning at the westerly most corner of the southerly right-of-way line of "Farm View Drive", said point being a corner on the northwesterly line of Lot 5, "Strawberry Fields", said point being a corner on the southeasterly right-of-way line of, and the point-of-beginning for the herein to be described "WOODLAWN DRIVE".

From said point-of-beginning run along a portion of the said northwesterly line of Lot 5, "Strawberry Fields", S41°-19'-01"W, a distance of 227.46 feet to a point; Thence continue along a portion of the said northwesterly line of Lot 5, "Strawberry Fields" and along a portion of the westerly line of Lot 6, "Strawberry Fields", by a curve to the left having a chord bearing of S04°-26'-49"W, a chord length of 60.00 feet, a radius of 50.00 feet, a central angle of 73°-44'-23" and an arc length of 64.35 feet to a point; Thence continue along the said westerly line of Lot 6, "Strawberry Fields", along the northeasterly line of Lot 7, "Strawberry Fields" and along a portion of the southeasterly line of Lot 8, "Strawberry Fields", by a curve to the right having a chord bearing of N85°-33'-11"W, a chord length of 120.00 feet, a radius of 75.00 feet, a central angle of 253°-44'-23" and an arc length of 332.14 feet to a point; Thence continue along the said southeasterly line of Lot 8, "Strawberry Fields", along the southeasterly line of Lots 9, 10 and a portion of the southeasterly line of Lot 11, "Strawberry Fields", N41°-19'-01"E, a distance of 662.96 feet to a point; Thence continue along the said southeasterly

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line of said Lot 11, "Strawberry Fields" and along a portion of the southeasterly line of Lot 12, "Strawberry Fields", by a curve to the right having a chord bearing of  $N51^{\circ}-19'-01''E$ , a chord length of 79.88 feet, a radius of 230.00 feet, a central angle of  $20^{\circ}-00'-00''$  and an arc length of 80.29 feet to a point; Thence continue the following two courses along a portion of the said southeasterly line of Lot 12, "Strawberry Fields", (1)  $N61^{\circ}-19'-01''E$ , a distance of 100.47 feet to a point; (2) Thence continue along the said southeasterly line of Lot 12, "Strawberry Fields", by a curve to the left having a chord bearing of  $N59^{\circ}-17'-18''E$ , a chord length of 12.04 feet, a radius of 170.00 feet, a central angle of  $04^{\circ}-03'-26''$  and an arc length of 12.04 feet to a point, said point being the southerly most corner of the southwesterly right-of-way line of "Leslie Drive"; Thence run the following two courses along the southeasterly terminum of said "Leslie Drive", (1) By a curve to the left having a chord bearing of  $N48^{\circ}-29'-28''E$ , a chord length of 75.48 feet, a radius of 170.00 feet, a central angle of  $25^{\circ}-39'-06''$  and an arc length of 76.11 feet to a point, (2) Thence run,  $N35^{\circ}-39'-56''E$ , a distance of 56.16 feet to a point, said point being the southeasterly most corner of Lot 13, "Strawberry Fields"; Thence run along the southeasterly line of said Lot 13, "Strawberry Fields" and along a portion of the southeasterly line of Lot 14, "Strawberry Fields",  $N35^{\circ}-39'-56''E$ , a distance of 213.37 feet to a point; Thence continue the following two courses along the said southeasterly line of Lot 14, "Strawberry Fields", (1) By a curve to the right having a chord bearing of  $N38^{\circ}-29'-28''E$ , a chord length of 22.68 feet, a radius of 230.00 feet, a central angle of  $05^{\circ}-39'-06''$  and an arc length of 22.69 feet to a point; (2) Thence run,  $N41^{\circ}-19'-01''E$ , a distance of 153.01 feet to a point, said point located on the southwesterly line of the Remaining Lands Of Hines; Thence run the following three course along the Remaining Lands of Hines; (1)  $N41^{\circ}-19'-01''E$ , a distance of 5.19 feet to a point; (2) Thence run, by a curve to the right having a chord bearing of  $S11^{\circ}-48'-47''E$ , a chord length of 120.00 feet, a radius of 75.00 feet, a central angle of  $253^{\circ}-44'-23''$  and an arc length of 332.14 feet to a point; (3) Thence run, by a curve to the left having a chord bearing of  $S78^{\circ}-11'-13''W$ , a chord length of 60.00 feet, a radius of 50.00 feet, a central angle of  $73^{\circ}-44'-23''$  and an arc length of 64.35 feet to a point, said point being a corner on the northwesterly line of Lot 15, "Strawberry Fields"; Thence run the following two courses along a portion of the said northwesterly line of Lot 15, "Strawberry Fields", (1)  $S41^{\circ}-19'-01''W$ , a distance of 38.20 feet to a point; (2) Thence run, by a curve to the left having a chord bearing of  $S38^{\circ}-29'-28''W$ , a chord length of 16.76 feet, a radius of 170.00 feet, a central angle of  $05^{\circ}-39'-06''$  and an arc length of 16.77 feet to a point; Thence continue along the said northwesterly line of Lot 15, "Strawberry Fields and along a portion of the

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northwesterly line of Lot 16, "Strawberry Fields",  $S35^{\circ}-39'-56''W$ , a distance of 269.54 feet to a point; Thence continue along the said northwesterly line of Lot 16, "Strawberry Fields" and along a portion of the northwesterly line of Lot 17, "Strawberry Fields", by a curve to the right having a chord bearing of  $S48^{\circ}-29'-32''W$ , a chord length of 102.11 feet, a radius of 230.00 feet, a central angle of  $25^{\circ}-39'-00''$  and an arc length of 102.97 feet to a point; Thence continue the following two course along the said northwesterly line of Lot 17, "Strawberry Field", (1)  $S61^{\circ}-19'-01''W$ , a distance of 100.47 feet to a point; (2) Thence run, by a curve to the left having a chord bearing of  $S51^{\circ}-19'-01''W$ , a chord length of 59.04 feet, a radius of 170.00 feet, a central angle of  $20^{\circ}-00'-00''$  and an arc length of 59.34 feet to a point; Thence continue along the said northwesterly line of Lot 17, "Strawberry Field" and along a portion of the northwesterly line of said Lot 18, "Strawberry Fields",  $S41^{\circ}-19'-01''W$ , a distance of 190.50 feet to a point, said point being the northerly most corner of the northerly right-of-way line of said "Farm View Drive"; Thence run along the northwesterly terminus of said "Farm View Drive",  $S41^{\circ}-19'-01''W$ , a distance of 125.00 feet to a point, said point being the said westerly most corner of the southerly right-of-way line of "Farm View Drive", said point being a corner on the northwesterly line of said Lot 5, "Strawberry Fields", said point being the said point-of-beginning for the herein described "WOODLAWN DRIVE".

Said "WOODLAWN DRIVE" contains 111,708 square feet = 2.56 acres, more or less.

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**"STRAWBERRY FIELDS"  
DESCRIPTION OF EASEMENT "H"  
(A PERMANENT MAINTENANCE & LANDSCAPING EASEMENT)**

**TOWN OF SCHODACK COUNTY OF RENSSELAER**

**STATE OF NEW YORK**

**MARCH 17, 2011  
REVISED - APRIL 4, 2011**

All that tract, piece and parcel of land situate, lying and being in the Town of Schodack, County of Rensselaer, State of New York, and more particularly bounded and described as follows:

Commencing at a point located on the northwesterly right-of-way line of "Woodland Drive", said point being the easterly most corner of Lot 14, "Strawberry Fields", said point located on the westerly line of the Lands of Richard and Joyce A. Hines, run along the said northwesterly right-of-way line of "Woodland Drive", N41°-19'-01"E, a distance of 5.19 feet to a point, said course being along the said westerly line of the Lands of Richard and Joyce A. Hines; Thence run through the lands of "Woodland Drive", S48°-40'-59"E, a distance of 75.00 feet to a point, said point being the center point of EASEMENT "H".

EASEMENT "H" is a permanent maintenance and landscaping easement located at the center of the northeasterly cul-de-sac of "Woodland Drive". Said easement has a radius of 30.00 feet and a central angle of 360°-00'-00".

Said EASEMENT "H" contains 2,827 square feet, more or less.

It is the purpose of this conveyance to grant to the Strawberry Fields Homeowners' Association, Inc. and/or assigns, an easement in, on and to the property herein described and to permit the Strawberry Fields Homeowners' Association, Inc. and/or assigns the right of ingress and egress, the right to lay and maintain pipe lines, to construct and maintain ditching and take whatever steps it deems necessary or advisable in connection with maintaining drainage of surface and subsurface waters

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**"STRAWBERRY FIELDS"  
MAINTENANCE & LANDSCAPING EASEMENT "H"  
TOWN OF SCHODACK, NY**

**MARCH 30, 2011  
REVISED - APRIL 4, 2011  
PAGE 2**

from surrounding areas. In addition this easement also restricts the grading and/or filling in the area occupied by this easement, excepting the Strawberry Fields Homeowners' Association, Inc. and/or assigns.

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**"STRAWBERRY FIELDS"  
DESCRIPTION OF EASEMENT "I"  
(A PERMANENT MAINTENANCE & LANDSCAPING EASEMENT)**

**TOWN OF SCHODACK COUNTY OF RENSSELAER**

**STATE OF NEW YORK**

**MARCH 17, 2011  
REVISED - APRIL 4, 2011**

All that tract, piece and parcel of land situate, lying and being in the Town of Schodack, County of Rensselaer, State of New York, and more particularly bounded and described as follows:

Commencing at a point located on the northwesterly right-of-way line of "Woodland Drive", said point being the easterly most corner of Lot 8, "Strawberry Fields", said point being the southerly most corner of Lot 9, "Strawberry Fields", run along the said northwesterly right-of-way line of "Woodland Drive", S41°-19'-01"W, a distance of 78.88 feet to a point; Thence run through the lands of "Woodland Drive", S48°-40'-59"E, a distance of 75.00 feet to a point, said point being the center point of EASEMENT "I".

EASEMENT "I" is a permanent maintenance and landscaping easement located at the center of the southwesterly cul-de-sac of "Woodland Drive". Said easement has a radius of 30.00 feet and a central angle of 360°-00'-00".

Said EASEMENT "I" contains 2,827 square feet, more or less.

It is the purpose of this conveyance to grant to the Strawberry Fields Homeowners' Association, Inc. and/or assigns, an easement in, on and to the property herein described and to permit the Strawberry Fields Homeowners' Association, Inc. and/or assigns the right of ingress and egress, the right to lay and maintain pipe lines, to construct and maintain ditching and take whatever steps it deems necessary or advisable in connection with maintaining drainage of surface and subsurface waters from surrounding areas. In addition this easement also restricts the grading and/or

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**"STRAWBERRY FIELDS"  
MAINTENANCE & LANDSCAPING EASEMENT "I"  
TOWN OF SCHODACK, NY**

**MARCH 30, 2011  
REVISED - APRIL 4, 2011  
PAGE 2**

filling in the area occupied by this easement, excepting the Strawberry Fields Homeowners' Association, Inc. and/or assigns.

*2 of 2*

**SCHEDULE "A"**

**"STRAWBERRY FIELDS LOTS 21 - 28"**

**DESCRIPTION OF EASEMENT "O"**

**(PERMANENT MAINTENANCE AND LANDSCAPING EASEMENT)**

**TOWN OF SCHODACK**

**COUNTY OF RENSSELAER**

**STATE OF NEW YORK**

**FEBRUARY 23, 2018**

All that tract, piece and parcel of land situate, lying and being in the Town of Schodack, County of Rensselaer, State of New York, and more particularly bounded and described as follows:

Commencing at a point located on the southeasterly right-of-way line of "Woodland Drive", said point being the most northwesterly corner of Lot 26, "Strawberry Fields Lots 21-28" and the northeasterly most corner of Lot 27, "Strawberry Fields Lots 21-28", run N61°-22"-09"E, a distance of 77.17 feet to a point; Thence run through the lands of said "Woodland Drive", "Strawberry Fields Lots 21 - 28", N28°-37'-51"W, a distance of 75.00 feet to a point, said point being the center point of EASEMENT "O".

EASEMENT "O" is a permanent maintenance and landscaping easement located at the center of the cul-de-sac located at the easterly terminus of said "Woodland Drive", "Strawberry Fields Lots 21 - 28". Said easement has a radius of 30.00 feet and a central angle of 360°-00'-00".

Said EASEMENT "O" contains 2,827 square feet, more or less.

It is the purpose of this conveyance to grant to the Town of Schodack, the Strawberry Fields Homeowners' Association, and/or assigns, an easement in, on and to the property herein described and to permit the Town of Schodack, the Strawberry Fields Homeowners' Association, and/or assigns, the right to ingress and egress, the right to lay and maintain pipe lines, to construct and maintain ditching and take whatever steps it deems necessary or advisable in connection with maintaining drainage of surface and subsurface waters from the surrounding areas. In addition this easement also restricts the grading and/or filling in the area occupied by the easement, excepting the Town of Schodack, the Strawberry Fields Homeowners' Association, and/or assigns.

**Dawne Kelly**

---

**From:** Scott, Ann (DMV) <Ann.Scott@dmv.ny.gov>  
**Sent:** Tuesday, March 20, 2018 10:15 AM  
**To:** David Harris  
**Cc:** Dawne Kelly  
**Subject:** RE: Use of Old Town Hall site for NYS DMV CDL Testing

Thanks very much, Dave. Again, I'm happy to answer any questions they may have.

**From:** David Harris [<mailto:david.harris@schodack.org>]  
**Sent:** Tuesday, March 20, 2018 10:14 AM  
**To:** Scott, Ann (DMV) <[Ann.Scott@dmv.ny.gov](mailto:Ann.Scott@dmv.ny.gov)>  
**Cc:** [dawne.kelly@SCHODACK.org](mailto:dawne.kelly@SCHODACK.org)  
**Subject:** RE: Use of Old Town Hall site for NYS DMV CDL Testing

*ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.*

Good morning Ann,

I have this on the agenda for our board meeting this Thursday and will let you know asap.

Dave

*David B. Harris*  
 Supervisor  
 Town of Schodack  
 265 Schuurman Road  
 Castleton-on-Hudson, New York 12033  
 Telephone: (518) 477-7918  
 Fax Line: (518) 477-9594

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

**From:** Scott, Ann (DMV) [<mailto:Ann.Scott@dmv.ny.gov>]  
**Sent:** Monday, March 19, 2018 9:56 AM  
**To:** David Harris  
**Subject:** RE: Use of Old Town Hall site for NYS DMV CDL Testing

Good Morning Dave.

I hope your weekend was a good one.

I'm just following up on the below. Does the Board have any questions? Have they given approval?

Thanks very much!

Ann

---

**From:** Scott, Ann (DMV)  
**Sent:** Friday, March 02, 2018 3:11 PM  
**To:** [david.harris@schodack.org](mailto:david.harris@schodack.org)  
**Subject:** Use of Old Town Hall site for NYS DMV CDL Testing

Hello Dave.

It was a pleasure to speak with you earlier this week.

As discussed, DMV is interested to learn if the Town of Schodack would be amenable to permitting us to use the old Town Hall site on the corner of Rt. 150 & Rts. 9&20 for the purpose of skills testing of Commercial Driver License (CDL) applicants.

As part of a CDL road test, applicants must first demonstrate sufficient competency during a vehicle pre trip inspection before being asked to conduct some basic maneuvers such as a straight back and offset backing. Only after successfully completing these sections of the test would the applicant be required to conduct an on the road portion which would involve driving on I-90. The size of the unused lot of the old Town Hall makes it ideal for the pre-trip inspection and the basic maneuvers portions of the test and it's very close proximity to I-90 make it ideal for the driving portion of the CDL tests.

DMV would be able to limit the tests scheduled at the location to a period not to exceed 45 or 60 days in advance – whichever the town prefers. Whenever the Town of Schodack wishes DMV to stop testing at the site for any reason, perhaps another business will be found to utilize the site, the Town only need provide DMV such notice 45 or 60 days in advance and we will cease scheduling any more road tests for that location.

As we discussed, DMV has a number of CDL sites throughout the state that are county, town, village owned properties, none of which have sought compensation for DMV's use of their land. We would greatly appreciate the approval to use the property without compensation being required.

With the many businesses/entities in the town that employ CDL drivers; Schodack Central School District bus drivers, CEJJ, A. Duie Pyle and Hannaford to name a few, it could be very beneficial to those business to have a CDL testing site in their town. Additionally, there is potential for additional business interest from the businesses that come to the town just for the road test location.

I thank you very much for your consideration of this request and look forward to hearing from you in the near future.

Sincerely,

Ann Scott – a 25 year proud Town of Schodack resident!

PS. If any questions arise, I'm happy to speak in person with the board if needed.

**Ann Scott**  
Director of Field Operations

**New York State Department of Motor Vehicles**  
6 Empire State Plaza, Room 528A  
Albany, NY 12228  
518.486.6594  
[Ann.Scott@dmv.ny.gov](mailto:Ann.Scott@dmv.ny.gov)



<< OLE Object: Picture (Device Independent Bitmap) >>





2018-114) Authorize Nadine Fuda, Director of Planning and Zoning and David Calarco, Zoning Board Chairman to attend the New York Planning Federation Conference in Bolton Landing, New York, April 22-24, 2018. All appropriate expenses (mileage, lodging, meals, and registration) are to be borne by the Town at a cost of ~~\$335.00~~ each, at an estimated total cost of \$667.99, as budgeted.

667.99

x 2  
1335.98

NOTE 2018 mi = 54.5 4

Asc Nadine

2018-114  
129

TOWN OF SCHODACK  
EDUCATIONAL SEMINARS REQUEST

Pursuant to Resolution # 2010-044, 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 \$250 in the aggregate.

Please attach information about the seminar (i.e. agenda) include documentation to support each cost item, so that the Supervisor and/or Town Board can appropriately review.

Staff attending educational program: Nadine Fuda  
David Calarco

Name of Seminar/Conf./Course: New York Planning Federation Conference  
Location (Venue, City): Bolton Landing  
Dates of Seminar: April 22nd - 24th  
Cost of Seminar (Registration Fees): 215.00pp = 430.00

Travel Costs: # of Miles Kate as of 1/1/16 Estimated Amount  
Mileage 78.3 each way 156.6 .53.5 82.99 pp = 165.98

Please include a copy of mapquest to estimate total mileage - this will be used as a guideline when your actual mileage is submitted for reimbursement.  
Train/Bus/Plane \$  
Town Vehicle

Lodging: Name of Hotel/Motel The Sagamore Resort on Lake George  
# of Rooms 2  
# of Nights 2  
Cost per night \$135.00  
Total Lodging Cost \$ 540.00

Meals: Included in seminar cost One Lunch  
Estimated cost if you answered no above 100.00pp

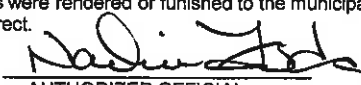
Total estimated cost to attend:  
Estimated cost per staff member\* \$667.99  
(total cost divided by # of ppl attending)  
Is the total cost budgeted?

TB Resolution needed?\*:  
If Yes, please document resolution # #2018 - 114  
Department Head Approval Nadine Fuda  
Supervisor Approval

\* If the estimated cost per staff member is > \$250, then a TB resolution is required. 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.



| <b>VOUCHER</b><br><b>TOWN OF SCHODACK</b><br>Town Hall<br>265 Schuurman Road<br>Castleton, NY 12033                                                                                                                                                                                                                                                             |                                                                                                            | (CLAIMANT- DO NOT WRITE IN THIS AREA)                 |                                                                                  | VOUCHER NUMBER _____<br>_____ |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|----------------------------------------------------------------------------------|-------------------------------|--|
| The Sagamore Resort on Lake George<br>110 Sagamore Road<br>Bolton Landing , NY 12814<br><br>DETAILED INVOICE MAY BE ATTACHED AND TOTAL ENTERED ON THIS VOUCHER. CERTIFICATION BELOW MUST BE SIGNED.                                                                                                                                                             |                                                                                                            | FUND APPROPRIATION                                    |                                                                                  | AMOUNT                        |  |
|                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                            | B8010.4                                               |                                                                                  | \$270.00                      |  |
|                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                            | B8020.4                                               |                                                                                  | 270.00                        |  |
|                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                            | TOTAL                                                 |                                                                                  | \$540.00                      |  |
| TERMS: _____                                                                                                                                                                                                                                                                                                                                                    | CHECK NO. _____                                                                                            |                                                       |                                                                                  |                               |  |
| P.O. NO.: _____                                                                                                                                                                                                                                                                                                                                                 | DATE: _____                                                                                                |                                                       |                                                                                  |                               |  |
| DATE                                                                                                                                                                                                                                                                                                                                                            | INVOICE NUMBER                                                                                             | QUANTITY DESCRIPTION OF MATERIAL OR SERVICES          | UNIT PRICE                                                                       | AMOUNT                        |  |
| 1/22/2018                                                                                                                                                                                                                                                                                                                                                       |                                                                                                            | NY Planning Federation Conference<br>April 22nd -24th |                                                                                  |                               |  |
|                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                            | Nadine Fuda for two nights                            | 135.00                                                                           | 270.00                        |  |
|                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                            | David Calarco for two nights                          | 135.00                                                                           | 270.00                        |  |
|                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                            | hold room numbers<br>1854085<br>1854083               |                                                                                  |                               |  |
|                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                            | Nadine to bring payment and Tax Form                  |                                                                                  |                               |  |
|                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                            |                                                       | Total                                                                            | \$540.00                      |  |
| CLAIMANT'S CERTIFICATION                                                                                                                                                                                                                                                                                                                                        |                                                                                                            |                                                       |                                                                                  |                               |  |
| _____ certify that the above account in the amount of \$ _____ 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                                                 |                                                                                  |                               |  |
| DEPARTMENT APPROVAL                                                                                                                                                                                                                                                                                                                                             |                                                                                                            |                                                       | APPROVAL FOR PAYMENT                                                             |                               |  |
| The above services or materials were rendered or furnished to the municipality on the date stated and the changes are correct.                                                                                                                                                                                                                                  |                                                                                                            |                                                       | This claim is approved and ordered paid from the appropriations indicated above. |                               |  |
| 2/22/18<br>DATE                                                                                                                                                                                                                                                                                                                                                 | <br>AUTHORIZED OFFICIAL |                                                       |                                                                                  |                               |  |

# 80<sup>th</sup> Annual

## New York Planning Federation Conference!

April 22nd - April 24<sup>th</sup> 2018, The Sagamore Resort

Bolton Landing, NY

### CONFERENCE REGISTRATION FORM

- **Full Registration**-includes: Sunday Reception, Monday lunch and breaks, Tuesday break  
NYPF Members \$215.00 / Non-Members \$240.00
- **Monday-Only Commuter Registration** - includes lunch and breaks  
NYPF Members: \$200.00 / Non-Members: \$220.00  
\*If attending Awards Luncheon only, registration is required: \$60.00

Please return completed forms to: NYPF, 600 Broadway Albany, NY 12207  
email: [nypf@nypf.org](mailto:nypf@nypf.org) Fax: 518 512 5274 – Phone: 518-512-5270

Please use a separate form for each registration.

Name (for Badge): Nadine Fuda

Title (for Badge): Director of Planning + Zoning

Municipality / Organization (for Badge): Town of Schodack

Email: nadine.fuda@schodack.org Address: 265 Schuorman Rd, Castleton NY

Phone: 518 477-7938 Enclosed \_\_\_\_\_ Voucher X Invoice \_\_\_\_\_

Check One:

Full Conference X Monday Only \_\_\_\_\_ Awards Lunch Only \_\_\_\_\_

#### Luncheon Options (please choose one):

Chicken Saltimbocca X Grilled NY Strip Steak (Gluten Free option) \_\_\_\_\_

Vegetable Curry (Vegetarian option) \_\_\_\_\_

NOTE: This form is for conference registration ONLY. Please reserve your hotel room directly:

### **The Sagamore Resort on Lake George**

110 Sagamore Road, Bolton Landing, NY 12814 518.644.9400

On-line Reservation Link (highlight, right click, copy hyperlink and paste in your browser to register):

NY Planning Federation 2018

**Cancellation Notice:** Notice of cancellation must be received 10 days prior to event, (4/16/18) less a \$10.00 processing fee.  
NO REFUNDS after that deadline.



# 80<sup>th</sup> Annual

## New York Planning Federation Conference!

April 22nd - April 24<sup>th</sup> 2018, The Sagamore Resort  
Bolton Landing, NY

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email: [nypf@nypf.org](mailto:nypf@nypf.org) Fax: 518 512 5274 – Phone: 518-512-5270

Please use a separate form for each registration.

Name (for Badge): David Calarco

Title (for Badge): ZBA Chairman

Municipality / Organization (for Badge): Town of Schodack

Email: radino.fuda@schodack Address: 265 Schuurman Rd, Castleton NY 12033

Phone: 518 477-7938 Enclosed  Voucher  Invoice

Check One:

Full Conference  Monday Only  Awards Lunch Only

Luncheon Options (please choose one):

Chicken Saltimbocca  Grilled NY Strip Steak (Gluten Free option)

Vegetable Curry (Vegetarian option)

NOTE: This form is for conference registration ONLY. Please reserve your hotel room directly:

### **The Sagamore Resort on Lake George**

110 Sagamore Road, Bolton Landing, NY 12814 518.644.9400

On-line Reservation Link (highlight, right click, copy hyperlink and paste in your browser to register):

[NY Planning Federation 2018](#)

**Cancellation Notice:** Notice of cancellation must be received 10 days prior to event, (4/16/18) less a \$10.00 processing fee.  
**NO REFUNDS** after that deadline.

YOUR TRIP TO:

110 Sagamore Rd, Bolton Landing, NY 12814-7735



1 HR 20 MIN | 78.3 MI

Est. fuel cost: \$5.87

Trip time based on traffic conditions as of 9:20 AM on February 22, 2018. Current Traffic: Light



Print a full health report of your car with HUM vehicle diagnostics (800) 906-2501



1. Start out going northeast on Schuurman Rd toward Old Post Rd N.

Then 0.04 miles 0.04 total miles



2. Turn right onto Columbia Turnpike/US-20 E/US-9 S. Columbia Turnpike is just past Old Post Rd N.

If you are on Columbia Turnpike and reach Kraft Rd you've gone about 0.1 miles too far.

Then 0.54 miles 0.58 total miles



3. Merge onto I-90 W/Rensselaer County Veterans Memorial Hwy.

Then 8.47 miles 9.05 total miles



4. Merge onto I-787 N via EXIT 6A toward Troy.

Then 5.55 miles 14.60 total miles



5. Stay straight to go onto NY-787 N.

Then 0.28 miles 14.88 total miles



6. Merge onto NY-7 W via EXIT 9W toward I-87/Schenectady/Saratoga Springs.

Then 3.36 miles 18.24 total miles



7. Merge onto I-87 N/Adirondack Northway N toward Saratoga Springs/Glens Falls.

Then 49.18 miles 67.42 total miles



8. Take EXIT 22 toward US-9/NY-9N/Lake George Vll/Diamond Point.

Then 0.33 miles 67.75 total miles



9. Merge onto Lake Shore Drive Connector.

Then 0.65 miles 68.40 total miles



10. Turn slight left onto NY-9N/Lake Shore Dr.

Then 9.18 miles 77.57 total miles



11. Turn right onto Sagamore Rd/County Hwy-18. Sagamore Rd is just past Horicon Ave.

If you reach Norowal Rd you've gone a little too far.

Then 0.35 miles 77.93 total miles



12. Take the 2nd left onto Sagamore Rd. Sagamore Rd is 0.1 miles past Sawmill Ln.

If you reach the end of Green Ln you've gone about 0.1 miles too far.

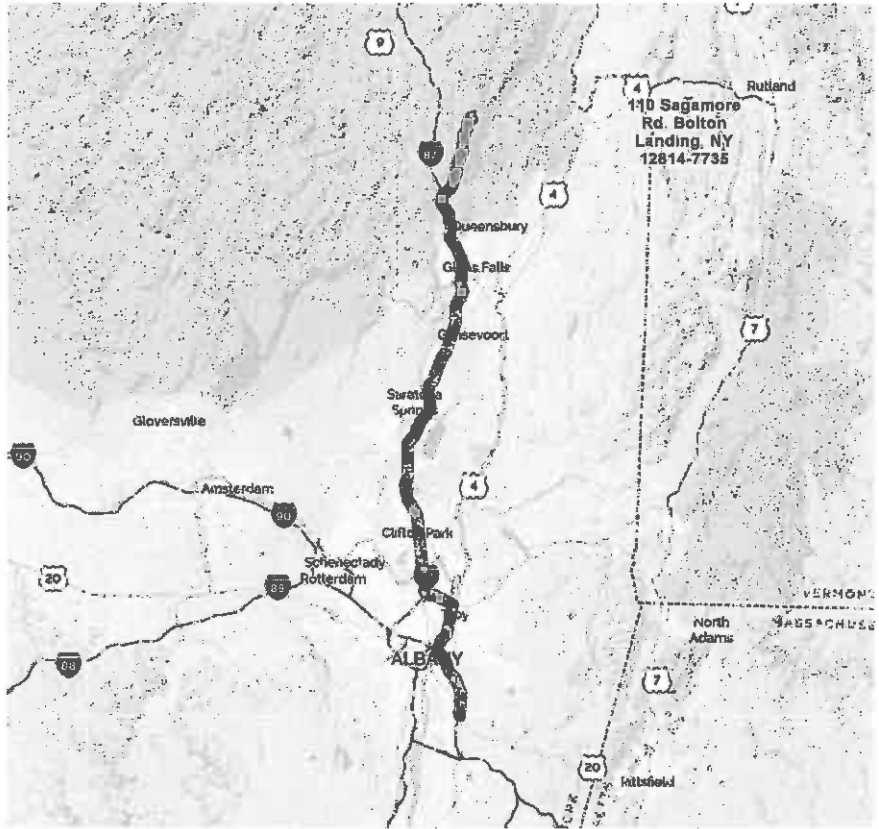
Then 0.42 miles 78.34 total miles



13. 110 Sagamore Rd, Bolton Landing, NY 12814-7735, 110 SAGAMORE RD. Your destination is 0.1 miles past N Island Dr.

If you reach Adirondack Park Preserve you've gone a little too far.

Use of directions and maps is subject to our Terms of Use. We don't guarantee accuracy, route conditions or usability. You assume all risk of use.



**Book a hotel tonight and  
save with some great deals!**  
(1-877-577-5766)



**Car trouble mid-trip?  
MapQuest Roadside  
Assistance is here:**  
(1-888-461-3625)

TOWN OF SCHODACK  
EDUCATIONAL SEMINARS REQUEST

Pursuant to Resolution # 2010-044, 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 \$250 in the aggregate.

Please attach information about the seminar (i.e. agenda) include documentation to support each cost item, so that the Supervisor and/or Town Board can appropriately review.

Staff attending educational program: Debra Curtis

Name of Seminar/Conf./Course: New York State Town Clerks Assoc. Conf.  
Location (Venue, City): Albany, NY  
Dates of Seminar: April 22-25, 2018  
Cost of Seminar (Registration Fees): \$125.00

| <u>Travel Costs:</u> | <u># of Miles</u> | <u>Rate as of 1/1/18</u> | <u>Estimated Amount</u> |
|----------------------|-------------------|--------------------------|-------------------------|
| Mileage              | 36.6              | \$ 0.545                 | \$ 19.947               |

Please include a copy of mapquest to estimate total mileage - this will be used as a guideline when your actual mileage is submitted for reimbursement.

Train/Bus/Plane \$  
Town Vehicle

Lodging:  
Name of Hotel/Motel The Desmond Hotel and Conference Center  
# of Rooms 1  
# of Nights 3  
Cost per night  
Total Lodging Cost \$ 481.00

Meals:  
Included in seminar cost two per day  
Estimated cost if you answered no above

Total estimated cost to attend: \$625.95  
Estimated cost per staff member\* \$625.95

(total cost divided by # of ppl attending)

Is the total cost budgeted?

TB Resolution needed?\* Yes  
If Yes, please document resolution # 2018-130

Department Head Approval

Supervisor Approval

\* If the estimated cost per staff member is > \$250, then a TB resolution is required. 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.

2018-120  
132

**Office of the Schodack Town Clerk  
265 Schuurman Rd.  
Castleton, NY 12033**



**TELEPHONE (518) 477-7590  
FAX (518) 477-2439**

**DEBRA L. CURTIS  
TOWN CLERK**

**LOIS M. CICCOLELLA, DEPUTY**

**RFP SUMMARY**

**DEMOLITION OF 19 OVERLOOK DR. SO.**

**RFP Opening February 27, 2018**

| <u>NAME</u>                                                                 | <u>AMOUNT</u> |
|-----------------------------------------------------------------------------|---------------|
| David Frueh Contracting LLC<br>P.O. Box 183<br>Glenmont, NY 12077           | \$6,675.00    |
| Provincial Contractor Services<br>1572 Columbia Tpke<br>Castleton, NY 12033 | \$16,410.00   |
| Ditanno & Sons, LLC<br>4216 Albany Street<br>Colonie, NY 12205              | \$17,200.00   |

**NON-COLLUSIVE CERTIFICATE – ALL COMPANIES**

**DEPOSIT RECEIVED FOR DITANNO & SONS LLC  
NO DEPOSIT RECEIVED FOR PROVINCIAL CONTRACTOR SERVICES  
OR  
DAVID FRUEH CONTRACTING LLC**

The undersigned DEMOLITION CONTRACTOR, having examined these documents, and having full knowledge of the condition under which the work described herein must be performed, hereby proposes to fulfill obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that she/he will furnish all required products/services and pay all incidental costs in strict conformity with these documents, for the stated prices as payment in full.

19 Overlook Drive South Lump Sum Proposal Amount for Demolition Contract \$ 6,675.<sup>00</sup>  
(Six-Thousand, Six hundred Seventy-Five Dollars)

David Frueh Contracting LLC

Company Name

PO Box 183 Glenmont NY 12077

Company Address, City and Zip Code

518 767 0050

Phone Number

Michael Frueh

Print Name of Company Authorized Representative

Michael Frueh

Signature of Company Authorized Representative

fruehbro3@yahoo.com

Email Address

member

Title

2/26/18

Date

Prices submitted in this proposal are firm through (minimum 90 days): YES

By submission of this proposal, each contractor and each person signing on behalf of any proposal certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor; and
2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the contractor and will not knowingly be disclosed by the contractor prior to opening, directly or indirectly, to any other contractor or to any competitor; and
3. No attempt has been made or will be made by the contractor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition; and

I, the undersigned, attest under penalty of perjury that I am an authorized representative of the Contractor and that the foregoing statements are true and accurate.

David Frueh Contracting LLC

Company Name

Michael Frueh

Print Name of Company Authorized Representative

Michael Frueh

Signature of Company Authorized Representative

Title: Member

Date: 2/26/18

**David Frueh Contracting LLC**  
**PO Box 183**  
**Glenmont, NY 12077**

**Ph 518 365-2787 c**  
**Ph 518 767-0090**  
**fruehbros.com**

**TO: Town of Schodack**

**From: Michael Frueh**

**RE: References/ Subcontractor**

**Date: 2/19/17**

The owners of company bidding this work is David Frueh Sr and sons, Michael Frueh and David Frueh Jr. All three members careers have a heavy equipment contracting background. Our main scopes of interest our environmental remediation, building demolition, and Excavation.

For this project the only sub-contract would be:

MRF Abatement Services LLC EI# 02-0550-583 Lic # 28451 Licensed since 2002

Owner: Sheri, Michael Frueh 365-2787.

This company would handle the asbestos related work/ compliance. David Frueh Contracting LLC EI# is 80-0033250. The haulers permit (364) is held by David Frueh and the debris would be expected to be disposed of at the Ontario County Landfill, or Senaca Meadows Landfill as asbestos waste. All of the employees of DFC LLC carry a CSR contractor/ supervisor training certificate for asbestos work.





MR FAB-1

OP ID: ES

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/02/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                                          |              |                                                                                                                                                                                            |
|------------------------------------------------------------------------------------------------------------------------------------------|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PRODUCER<br>Insurance Brokers Ltd.<br>36 Mason Lane<br>Hilwin, MO 63021<br>Rob Green                                                     | 314-821-8580 | CONTACT NAME: Rob Green<br>PHONE (A/C, No, Ext): 314-821-8560<br>FAX (A/C, No): 314-821-5779<br>EMAIL Address:<br>INSURER(S) AFFORDING COVERAGE: Berkley Insurance Company<br>NAIC # 32603 |
| INSURED<br>MRF Abatement Services, LLC<br>dba: David Frueh Contracting,<br>David Frueh<br>670 Rt 9W Stoffels Drive<br>Glenmont, NY 12077 |              | INSURER A:<br>INSURER B:<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F:                                                                                                           |

**OVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| TYPE OF INSURANCE                                                                                                                                                                                                                          | ADDITIONAL INSURED (INDICATE) | POLICY NUMBER    | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|------------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                                                                                                                  |                               | FEL-ECC-20903-03 | 01/01/2018              | 01/01/2019              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000<br>MED EXP (Any one person) \$ 5,000                                         |
| <input checked="" type="checkbox"/> Pollution                                                                                                                                                                                              |                               | FEL-ECC-20903-03 | 01/01/2018              | 01/01/2019              | PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COM/OP AGG \$ 2,000,000<br>Pollution \$ 2MIL/TMIL                             |
| GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-SECT <input type="checkbox"/> LOC<br>OTHER:                                                                                  |                               |                  |                         |                         | COMBINED SINGLE LIMIT (Ea occurrence) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                |
| AUTOMOBILE LIABILITY<br>ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/><br>HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>                             |                               |                  |                         |                         |                                                                                                                                                                  |
| <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE                                                        |                               | FEL-EXS-20904-03 | 01/01/2018              | 01/01/2019              | EACH OCCURRENCE \$ 4,000,000<br>AGGREGATE \$ 4,000,000                                                                                                           |
| WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/INSURED EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A<br>If yes, describe under DESCRIPTION OF OPERATIONS below |                               |                  |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Details Schedule, may be attached if more space is required)  
Includes: AI Blanket, AI w/ CO Blanket, NOS Blanket, PNC Blanket, Transportation Pollution, Employee Ben \$1MIL, 30 Day NOC Blanket, PPA

|                                                                     |                                                                                                                                                                                |
|---------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CERTIFICATE HOLDER<br><br>FOR INFORMATIONAL & BIDDING PURPOSES ONLY | CANCELLATION<br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|                                                                     | AUTHORIZED REPRESENTATIVE<br><i>Charles R. M. [Signature]</i>                                                                                                                  |

**New York State – Department of Labor**  
Division of Safety and Health  
License and Certificate Unit  
State Campus, Building 12  
Albany, NY 12240

**ASBESTOS HANDLING LICENSE**

MRF Abatement Services, LLC  
670 Route 9W (Stoffel's Drive)  
Glenmont, NY 12077

FILE NUMBER: 02-0280  
LICENSE NUMBER: 28451  
LICENSE CLASS: FULL  
DATE OF ISSUE: 04/19/2017  
EXPIRATION DATE: 04/30/2018

**Duly Authorized Representative – Michael Frueh:**

This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. This license verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.



Eileen M. Franko, Director  
For the Commissioner of Labor

STATE OF NEW YORK - DEPARTMENT OF LABOR  
ASBESTOS CERTIFICATE



**MIKE R. FRIEH**  
CLASS(EXPIRES)  
G SUPR(05/18)

CES 2 02-01112  
E-0179 08736-779

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**MUST BE CARRIED ON ASBESTOS PROJECTS**

REPRODUCTION IS PROHIBITED

Section 00510  
Bid Questionnaire Work Experience

Previous Work of similar nature completed

David Fruch Contracting LLC (DFC)

- 1) Job name: Condemned demolition with asbestos in place 18 Smokey Hollow rd west East Berne, NY

Owner information: Carol Whitney, 305 Creble rd, Selkirk NY. 518 767-2920

Description of work: Demolition and Disposal of a fire damaged residence

Contract amount: \$10,750.00

Date of award, completion: Award June 2016, completed June 26, 2016

- 2) Job name: CVS Rotterdam, NY Corner of Guilderland Ave & Curry Rd

Owner information: CVS Albany NY,

Owners contact: General Contractor GLR, Inc Dayton Ohio, Todd Staples 1 937 545-0406

Description of work: Asbestos Abatement, Demolition and Disposal of Seven residential structures, One commercial structure.

Contract amount: \$195,000.00

Date of award, completion: Awarded April, project is being completed in stages. DFC is also performing all excavation and sitework.

- 3) Job Name: Residential Demolition with asbestos in place, 811 2<sup>nd</sup> Ave Troy NY

Owner information: Rich Peck 518 269-7163

Description of work: Demolition and Disposal of a fire damaged residence.

Contract amount: \$34,000.00

Date of award, completion: award 5/25/2015 completed 6/7/2015

- 4) Job Name: Residential Demolition with asbestos in place 22-28 Broadway Menands, NY

Owner information: "Dollar Tree" stores. Owners contact: General Contractor Bracknridge

Construction Bracknridge PA 724 224- 3404

Description of work: Demolition and disposal of condemned residence with asbestos in-place

Contract amount: \$38,000.00

Date of award, completion: Award 4/2015, completed 5/30/2015

- 5) Job Name: Asbestos Abatement, Demolition and Disposal of a restaurant and residence 729 Rt 32A Palenville, NY

Owner information: Sea Mountain Ventures LLC Charlotte NC. Owners contact, Primax Construction 1100 Harding Pl, Charlotte, NC 28204 (980) 938-5500 Brad Owen

Description of work: Asbestos Abatement, Demolition and Disposal of a restaurant and residence

Contract amount: \$43,000.00

Date of award, completion: award 4/15/15 completed 5/20/15

- 6) Job Name: Demolition with asbestos in place of a commercial bldg., 163 West Milton Rd, Ballston Spa, NY

Owner information: Sea Mountain Ventures LLC Charlotte NC. Owners contact, Primax Construction

Address: 1100 Harding Pl, Charlotte, NC 28204 (980) 938-5500 Brad Owen,

bowen@primaxconstruction.com

Description of work: Demolition with asbestos (vermiculite in block walls) in place of a commercial bldg

Contract amount: \$49,000.00

Date of award, completion: award 4/20/15 completed 5/15/15

7) Job Name: Asbestos Abatement, Demolition and Disposal of a residence 2480 NYS 30 Mayfield NY

Owner information: Sea Mountain Ventures LLC Charlotte NC. Owners contact, Primax Construction

Address: 1100 Harding Pl, Charlotte, NC 28204 (980) 938-5500 Brad Owen

Description of work: Asbestos Abatement, Demolition and Disposal of a residence

Contract amount: \$24,750.00

Date of award, completion: award 4/15/15 completed 5/20/15

8) Job Name: Coeymans Hollow Fire Dept Abatement & Demolition 1290 RT 143 Coeymans Hollow, NY 12046

Owner information: Coeymans Hollow Fire Department Matt Montafolio 518) 756-6310

Description of work: Asbestos Abatement and Demolition of firehouse

Contract amount: \$36,250.00

Date of award, completion: awarded 2/16, 2015, completed 3/5/2015

9) Job Name: Troy Auto Care abatement, Demolition, contaminated soil removal 823th 5<sup>th</sup> Ave Troy NY

Owner information: First Group of America, Inc Michael Cline, michael.cline@firstgroup.com

Description of work: Abatement, Building demolition/disposal, removal an disposal of petroleum contaminated soils

Contract amount: \$140,000.00

Date of award, completion: awarded 12/14/14 completed 4/10/15

10) Job name: CVS Glenmont, NY Corner of us route 9w & Glenmont Rd

Owner information: CVS Albany NY,

Owners contact General Contractor GLR, Inc Dayton Ohio, Aaron Morgan 1 937 890-0510

Description of work: Asbestos Abatement, Demolition and Disposal of two residential structures, One commercial structure, one gas station.

Contract amount: \$87,000.00

Date of award, completion: Awarded May, 2014 completed April 9/10/14, DFC also performed the site work as well.

11) Job Name: Demolition with asbestos in place 50 East Court Rd, Hudson NY Hudson Correctional Facility Project # F32715

Owner information: Dept of Corrections purchase order number DOC01-270130736B, Tara Campbell 518 828-4311

Description of work: Demolition and Disposal of a condemned structure

Contract amount: \$38,800.00

Date of award, completion: 2/3/14, completed 4/12/14

12) Job Name: Yusuf Dincer Bldg Asbestos Abatement and demolition 423 Madison Ave (corner of Lark St) Albany

Owner information: Owners agent Sergay ABP Builders 518 265-5586

Description of work: Asbestos Abatement and demotion of commercial building

Contract amount: \$25,000.00

Date of award, completion: Awarded June 2013 completed July 2016

## **Deb Curtis**

---

**From:** Michael Frueh <fruehbros@yahoo.com>  
**Sent:** Thursday, March 01, 2018 8:00 AM  
**To:** Deb Curtis  
**Subject:** Re: RE: RE: demolition bid overlook drive

Hi Deb

Thanks for the call yesterday. You had asked for financial statements from us that would show financial stability. Would you accept the following:

All of our business banking is through

Key Bank  
388 Feura Bush Rd  
Glenmont, NY 12077  
(518) 449-4061

Key Bank  
370 Delaware Ave., Delmar, NY 12054 518-512-0001 Atten: (Anna Bostonivich)

Michael Frueh  
David Frueh Contracting LLC

PO Box 183  
Glenmont, NY 12077  
518 767-0090  
518 365-2787  
FRUEHBROS.COM

On Wednesday, February 21, 2018, 1:44:24 PM EST, Deb Curtis <[deb.curtis@schodack.org](mailto:deb.curtis@schodack.org)> wrote:

Hi Mike,

The undersigned DEMOLITION CONTRACTOR, having examined these documents, and having full knowledge of the condition under which the work described herein must be performed, hereby proposes to fulfill obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that she/he will furnish all required products/services and pay all incidental costs in strict conformity with these documents, for the stated prices as payment in full.

19 Overlook Drive South Lump Sum Proposal Amount for Demolition Contract \$ 17,200.<sup>00</sup>

DiTonno + Sons, LLC.

Company Name

4216 Albany Street, Colonie, NY 12205

Company Address, City and Zip Code

518-378-1294

Phone Number

DANIEL DITONNO

Print Name of Company Authorized Representative



Signature of Company Authorized Representative

DITONNOANDSONS@NYCAP.RR.COM

Email Address

owner/member

Title

2-27-18

Date

Prices submitted in this proposal are firm through (minimum 90 days): 90

By submission of this proposal, each contractor and each person signing on behalf of any proposal certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor; and
  2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the contractor and will not knowingly be disclosed by the contractor prior to opening, directly or indirectly, to any other contractor or to any competitor; and
  3. No attempt has been made or will be made by the contractor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition; and
- I, the undersigned, attest under penalty of perjury that I am an authorized representative of the Contractor and that the foregoing statements are true and accurate.

DITONNO + SONS, LLC.

Company Name

DANIEL DiTONNO

Print Name of Company Authorized Representative



Signature of Company Authorized Representative

Title: owner/member

Date: 2-27-18





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/15/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                 |  |                                                                                                                                                                                                                              |  |
|-------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br>Marshall & Sterling Upstate, Inc.<br>25 Mohawk Avenue<br><br>Scotia NY 12302 |  | <b>CONTACT NAME:</b> Noelle Burkins<br><b>PHONE (A/C No. Ext):</b> (518) 384-1100<br><b>FAX (A/C No):</b> (518) 384-0193<br><b>E-MAIL ADDRESS:</b> nburkins@marshallsterling.com                                             |  |
| <b>INSURED</b><br>Ditunno & Sons LLC<br>4216 Albany St<br><br>Albany NY 12205                   |  | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Great Divide Insurance Company<br><b>INSURER B:</b> Selective Way Ins. Company<br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |  |
|                                                                                                 |  | <b>NAIC #</b><br>26301                                                                                                                                                                                                       |  |

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER: 1**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                            | ADDL SUBR (INSR LTR) | POLICY NUMBER              | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                                                      |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|----------------------------|-------------------------|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> \$5,000 Deductible<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: | X                    | ECP201810811               | 5/3/2017                | 5/3/2018                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMPOP AGG \$ 2,000,000<br>Pollution Liability \$ 1,000,000 |
| B        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS                                                                                                                      | X                    | E2207936                   | 6/1/2017                | 6/1/2018                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                                                   |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><br>DED      RETENTION \$                                                                                                                                                                        |                      | JFK201810712               | 5/3/2017                | 5/3/2018                | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000                                                                                                                                                                                                                      |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                                | Y/N<br>N/A           |                            |                         |                         | PER STATUTE      OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                                                                                                                         |
| A        | Professional Liability                                                                                                                                                                                                                                                                                                                                                       |                      | ECP201810811-\$10,000 ded  | 5/3/2017                | 5/3/2018                | Each Claim \$1,000,000                                                                                                                                                                                                                                                      |
| A        | Pollution Liability                                                                                                                                                                                                                                                                                                                                                          |                      | ECP201810811 - \$5,000 ded | 5/3/2017                | 5/3/2018                | Each Pollution Condition - CPL \$1,000,000                                                                                                                                                                                                                                  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROOF OF INSURANCE

|                           |                                                                                                                                                                |
|---------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CERTIFICATE HOLDER</b> | <b>CANCELLATION</b>                                                                                                                                            |
|                           | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|                           | AUTHORIZED REPRESENTATIVE<br><br>Jeanne Maloy/MPURCE                                                                                                           |



# New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

1 WATERVLJET AVENUE ALBANY, NEW YORK 12206-1648

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

\*\*\*\*\* 141814976  
DITONNO & SONS LLC  
4216 ALBANY ST  
COLONIE NY 12205



SCAN TO VALIDATE  
AND SUBSCRIBE

|                                                                                 |                           |                                                        |                          |
|---------------------------------------------------------------------------------|---------------------------|--------------------------------------------------------|--------------------------|
| <b>POLICYHOLDER</b><br>DITONNO & SONS LLC<br>4216 ALBANY ST<br>COLONIE NY 12205 |                           | <b>CERTIFICATE HOLDER</b><br><i>PROOF OF INSURANCE</i> |                          |
| <b>POLICY NUMBER</b><br>A1360 110-9                                             | <b>CERTIFICATE NUMBER</b> | <b>POLICY PERIOD</b><br>06/22/2017 TO 06/22/2018       | <b>DATE</b><br>1/31/2018 |

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1360 110-9, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 37406901

**New York State – Department of Labor**  
Division of Safety and Health  
License and Certificate Unit  
State Campus, Building 12  
Albany, NY 12240

**ASBESTOS HANDLING LICENSE**

Ditonno & Sons, LLC  
4216 Albany Street  
Colonia, NY 12205

FILE NUMBER: 05-1019  
LICENSE NUMBER: 28091  
LICENSE CLASS: FULL  
DATE OF ISSUE: 04/13/2017  
EXPIRATION DATE: 04/30/2018

Duly Authorized Representative – Dominic Ditonno:

This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. This license verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.



Eileen M. Franko, Director  
For the Commissioner of Labor

Office

Ph 518-463-1555  
Fax 518-463-1557  
Cell 518-337-9369

**D I T O N N O**  
**AND SONS, LLC.**

OWNERS

Dominic DiTonno  
518-378-1396  
Danny DiTonno  
518-378-1294

---

**3 Recent Demolition**

---

**Dan Sherman – (518) 858-6331**

City of Albany  
Department of Buildings and Regulatory Compliance  
200 Henry Johnson Blvd.  
Albany, NY 12210

**Project: Emergency Demolition with Asbestos in Place**  
**579 Third Street, Albany - \$33,500.**

---

**Dan Sherman – (518) 858-6331**

City of Albany  
Department of Buildings and Regulatory Compliance  
200 Henry Johnson Blvd.  
Albany, NY 12210

**Project: Emergency Demolition with Asbestos in Place**  
**79 Sherman Street, Albany - \$41,200.**

---

**Christopher Lunn – (518) 382-5050**

City of Schenectady – City Hall  
Bureau of Code Enforcement  
105 Jay Street, Room 17  
Schenectady, NY 12305

**Project: Emergency Demolition with Asbestos in Place**  
**15 Barney Street, Schenectady - \$30,000.**



Office

Ph 518-463-1555  
Fax 518-463-1557  
Cell 518-337-9369

**D I T O N N O**  
**AND SONS, LLC.**

Owners

Dominic DiTonno  
518-378-1396  
Danny DiTonno  
518-378-1294

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**DiTonno & Sons Brief History**

DiTonno & Sons was established in January of 1998 as a family owned and operated demolition company by Dominic DiTonno and Daniel DiTonno, it's sole partners, and have been providing demolition services ever since.

Since it's establishment in 1998 the company has grown to acquire all the equipment required to perform demolitions of residential, commercial and industrial building structures. The primary home base of the equipment and operations is located in Albany at the N. Ferry Street yard. Dominic and Daniel DiTonno are the sole owners and operators of DiTonno & Sons and employ four full time employees and depending on work load, nine part time employees all of whom are family related. Dominic & Daniel DiTonno each have 20 years of on-hand experience of operating a demolition company in the capacity of machine operators and are considered to be "Demolition Specialist" and their expertise is highly sought out and recommended by a variety of cliental. The company is licensed and employees are certified by the Nys Department of Labor to conduct asbestos work. DiTonno and Sons presently are listed as an On-Call emergency demolition contractor for the municipality's of City of Albany, City of Schenectady, City of Troy, City of Cohoes, City of Rensselaer, and the Village of Green Island.

**Some past notable demolitions include:**

Former Ford Motors Plant, Green Island (as GC) 2004'  
Former Freihofer's Bakery Facility, Troy 2007'  
Former Rensselaer Iron Works, Troy 2008'  
Former Troy City Hall building, Monument Square, Troy 2012'  
Former Town of Colonie Water Treatment Plant, Latham 2012'  
Former Albany Traffic Safety building, Central Avenue, Albany 2012'  
Former Hoffman's Playland, Latham 2013'  
Former Midway Fire Department building, Colonie 2015'  
Former Bob & Ron's Fish Fry, Albany 2016'



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4216 Albany Street, Colonie, NY 12205 • Email – [DiTonnoandsons@nycap.rr.com](mailto:DiTonnoandsons@nycap.rr.com)

19 Overlook Drive South

The undersigned **DEMOLITION CONTRACTOR**, having examined these documents, and having full knowledge of the condition under which the work described herein must be performed, hereby proposes to fulfill obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that she/he will furnish all required products/services and pay all incidental costs in strict conformity with these documents, for the stated prices as payment in full.

19 Overlook Drive South Lump Sum Proposal Amount for Demolition Contract \$ 16,460

Provincial Contractor Services LLC  
Company Name

1572 Columbia Turnpike, Castleton NY 12035  
Company Address, City and Zip Code

518 365-1669 <sup>Tax</sup> 518 365-4775 <sup>mark</sup>  
Phone Number

+Carlson@PCS-ny.com  
Mteliska@PCS-ny.com  
Email Address

Joe Carlson  
Print Name of Company Authorized Representative

Owner  
Title

Joe Carlson  
Signature of Company Authorized Representative

2/20/18  
Date

Prices submitted in this proposal are firm through (minimum 90 days): yes

19 Overlook Drive South

By submission of this proposal, each contractor and each person signing on behalf of any proposal certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor; and
2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the contractor and will not knowingly be disclosed by the contractor prior to opening, directly or indirectly, to any other contractor or to any competitor; and
3. No attempt has been made or will be made by the contractor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition; and

I, the undersigned, attest under penalty of perjury that I am an authorized representative of the Contractor and that the foregoing statements are true and accurate.

Provincial Contractor Services LLC

Company Name

Joe Carlson

Print Name of Company Authorized Representative

Joe Carlson

Signature of Company Authorized Representative

Title: owner

Date: 2/26/18



1572 Columbia Turnpike ■ Castleton, NY 12033 ■ 518-365-4775 ■ mtellska@pcs-ny.com

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## Mission Statement

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To provide the highest quality general construction services with a sharp focus on workmanship, cost savings, and project communication. We continuously work to uphold our well-established reputation of long term reliability.

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## Professional Services

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- Turnkey project management and specialized construction management services.
- Equipment Rental

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## Construction Services

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- Cell Tower construction
- Cell site maintenance
- Steel Erection/Fabrication
- Electrical Lowboy Service
- Warehousing
- Equipment delivery (CDL certified drivers)
- Water line repair and service
- Septic Systems
- Site Grading and clearing
- Gravel/Sand/ stone
- Screened Topsoil/ Mulch
- Masonry block
- Water proofing
- Foundation repair/restoration
- Concrete Walls/Floors/Radiant heat systems

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## Owners Background

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### **Mark Tellska**

Mark and his team have more than 25 years experience in civil construction with a specialty in the cellular tower and site construction. Prior to starting Provincial Contractor Services, Mark held operations and management positions with both Cellular One and Nextel Partners in the Upstate New York area. Mark combines his extensive knowledge from the telecommunications industry, with his engineering knowledge and degree to bring a variety of construction services to the table for any project.



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## Provincial Contractor Services Client List

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|                                     |                                         |
|-------------------------------------|-----------------------------------------|
| <b>Sprint</b>                       | <b>Crown Castle</b>                     |
| <b>T-Mobile</b>                     | <b>AT&amp;T</b>                         |
| <b>Golub Corp</b>                   | <b>Westover</b>                         |
| <b>White Mountain Communication</b> | <b>State of Vermont</b>                 |
| <b>Folltec Corp</b>                 | <b>City of Albany</b>                   |
| <b>City of Schenectady</b>          | <b>City of Troy</b>                     |
| <b>Ericsson</b>                     | <b>Aloatel/Lucent</b>                   |
| <b>City of Rensselaer</b>           | <b>NYS Department of Transportation</b> |
| <b>City of Cohoes</b>               |                                         |
| <b>Package One</b>                  |                                         |

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## Provincial Contractor Services Experience

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### Projects Include:

- 400+ cell sites constructed
- Construction of 12 steel palm trees at the Boca Raton Resort
- Build out of Nextel cellular network in Vermont
- Storm water retention system for the City of Albany at the corners of Bradford and Quail Streets
- New water main and hydrants on South Pearl Street in Albany
- New water main in North Greenbush and valve station 36" main
- Demolition of the historic Bella Napoli Restaurant in Albany
- Retention pond at Hampton Manor Lake - East Greenbush, NY

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## Equipment List

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### Dump trucks:

Chevy C4500 8 ton, 6 yards  
Western Star Tri-Axle, Dump truck

### Tractor Trailers:

2001 Freightliner Tri-axle Tractor Trailer

### Trailers:

50 ton low boy  
100 Yard walking floor trailer  
80 yard push Trailer  
Dump trailer, 35 ton, and 50 yards  
28 ft office trailer  
24 ft enclosed trailer  
12.5 ton tag trailer

### Equipment:

Kubota SVL-90 Skidsteer  
Kubota KX-121 Excavator w/hydraulic thumb  
Deere 550 Bulldozer  
Cat 315 Excavator w/hydraulic thumb  
Komatsu WA-450 5.5 yard loader  
1250 Vermeer Chipper  
512 McCloskey Topsoil Screen  
tampers, flat plate, roller  
Scissor lift 27ft height Rough terrain  
5 Pickup Trucks  
18 ft Enclosed Trailer

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## Licensure

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New York State Department of Labor Asbestos Handling License - #53902



1572 Columbia Tpke \* Castleton, NY 12033 \* 518-213-3330

**6 & 7. Open Contracts:**

- a. City of Cohoes – Remsen Street Fire - \$140,000.00 Contact: Ken Radliff
- b. City of Albany – 509 Clinton Ave - \$54,000.00 - Contact: Valerie Scott
- c. City of Renselaer – Washington Ave Fire - \$30,000.00 Contact: Mark Handricks

**8. See Resume**

9:52 AM  
03/05/18

**Provincial Contractor Services, LLC**  
**Profit & Loss**  
January 1, 2017 through March 5, 2018

Jan 1, '17 - Mar 5, 18

|                                                        |                     |
|--------------------------------------------------------|---------------------|
| <b>Ordinary Income/Expense</b>                         |                     |
| <b>Income</b>                                          |                     |
| 45111 · CDTA - Glass Doctor                            | 49,268.27           |
| 45100 · Job Income                                     | 1,379,368.03        |
| <b>Total Income</b>                                    | <b>1,428,636.30</b> |
| <b>Cost of Goods Sold</b>                              |                     |
| <b>Air Monitoring</b>                                  |                     |
| 60112 · Trucking & Hauling                             | -94.25              |
| 80117 · Vehicle/Equip Repairs & Maint                  | 13,850.02           |
| 80106 · EZ Pass and Parking                            | 325.85              |
| 80118 · Fuel                                           | 36,268.31           |
| 80102 · Licensing and Registrations                    | 5,833.69            |
| 80117 · Vehicle/Equip Repairs & Maint - Other          | 18,593.20           |
| <b>Total 80117 · Vehicle/Equip Repairs &amp; Maint</b> | <b>60,821.05</b>    |
| 60119 · Disposal                                       | 182,387.18          |
| 50800 · Equipment Rental for Jobs                      | 31,950.20           |
| 51400 · Job Materials Purchased                        |                     |
| Glass Doctor COG                                       | 5,018.16            |
| 51401 · Retail Goods Purchased                         | 72.77               |
| 51400 · Job Materials Purchased - Other                | 59,130.12           |
| <b>Total 51400 · Job Materials Purchased</b>           | <b>64,221.05</b>    |
| 53800 · Tools and Small Equipment                      | 3,709.00            |
| <b>Total COGS</b>                                      | <b>366,844.25</b>   |
| <b>Gross Profit</b>                                    | <b>1,061,792.05</b> |
| <b>Expense</b>                                         |                     |
| 53701 · Landfill Disposal                              | 17,844.58           |
| Contractor Expenses                                    | 4,277.98            |
| National Grid                                          |                     |
| Seed                                                   | 7,279.15            |
| Equipment                                              | 8,266.84            |
| National Grid - Other                                  | 729.00              |
| <b>Total National Grid</b>                             | <b>16,274.99</b>    |
| Consigli                                               |                     |
| 06 · Job Materials                                     | 373.61              |
| 04 · Meals                                             | 10.35               |
| 01 · Fuel and Tolls                                    | 75.15               |
| <b>Total Consigli</b>                                  | <b>459.11</b>       |
| Reimbursements                                         | 1,076.62            |
| 54306 · Job Travel                                     | 562.92              |
| 53700 · Outside Services                               | 6,817.23            |
| 68611 · PCS Website Development                        | 434.45              |
| 58100 · Reimbursed Contracting Exp                     | 14,906.96           |
| 60099 · Advertising                                    |                     |
| 60099b · Uniforms                                      | 100.11              |
| 60099 · Advertising - Other                            | 7,280.66            |
| <b>Total 60099 · Advertising</b>                       | <b>7,380.67</b>     |
| 60100 · Auto/Truck/Equipment Expenses                  |                     |
| 60100b · Mini Skid Steers                              | 1,006.20            |
| 60100c · 16 RAM 3500 Chassis                           | 2,802.60            |
| 601004 · 2010 Ford Super Duty Dump                     | 1,716.06            |
| 60103 · Traffic Violation Fines                        | 300.00              |
| 60100 · Auto/Truck/Equipment Expenses - O...           | 33,665.48           |
| <b>Total 60100 · Auto/Truck/Equipment Expenses</b>     | <b>39,492.34</b>    |
| 60400 · Bank Service Charges                           |                     |
| 60403a · National Grid Fee                             | 3,368.36            |
| 60400 · Bank Service Charges - Other                   | 3,115.29            |
| <b>Total 60400 · Bank Service Charges</b>              | <b>6,483.65</b>     |
| 61000 · Business Licenses and Permits                  | 39,143.52           |
| 61700 · Computer and Internet Expenses                 | 239.25              |

9:52 AM  
03/05/18

**Provincial Contractor Services, LLC**  
**Profit & Loss**  
January 1, 2017 through March 5, 2018

|                                                  | Jan 1, '17 - Mar 5, 18 |
|--------------------------------------------------|------------------------|
| <b>63300 · Insurance Expense</b>                 |                        |
| 63307 · Liability and WC Insurance               | 48,018.50              |
| 63305 · Employee Benefits                        |                        |
| 63303a · Frank Jubrey Dental                     | 50.90                  |
| <b>Total 63305 · Employee Benefits</b>           | <b>50.90</b>           |
| <b>Partner Health &amp; Life Insurance</b>       |                        |
| 60000 · Life Insurance                           | 2,890.00               |
| 63301 · Mark Health Insurance                    | 10,789.24              |
| <b>Total Partner Health &amp; Life Insurance</b> | <b>13,479.24</b>       |
| 63300 · Insurance Expense - Other                | 56,128.38              |
| <b>Total 63300 · Insurance Expense</b>           | <b>117,675.02</b>      |
| 63400 · Interest Expense                         | 1,051.34               |
| <b>64300 · Meals and Entertainment</b>           |                        |
| 64302 · Job Meals                                | 230.81                 |
| 64303 · Boca Raton Food                          | 36.44                  |
| 64300 · Meals and Entertainment - Other          | 17,656.07              |
| <b>Total 64300 · Meals and Entertainment</b>     | <b>17,923.32</b>       |
| 64301 · Charity Donation                         | -258.33                |
| 64900 · Office Supplies                          | 11,221.58              |
| 65000 · Dues & Subscriptions                     | 808.46                 |
| 66001 · Penalties & Fines                        | 681.23                 |
| <b>66000 · Payroll Expenses</b>                  |                        |
| Frank Jubrey Wage Garnishment                    | 194.50                 |
| Wages                                            | 380,137.21             |
| Taxes                                            | 44,839.25              |
| Intuit Monthly Charge                            | 2,224.88               |
| 66000 · Payroll Expenses - Other                 | 14,776.18              |
| <b>Total 66000 · Payroll Expenses</b>            | <b>441,974.03</b>      |
| 66700 · Professional Fees                        | 11,808.80              |
| 67200 · Repairs and Maintenance                  | 4,510.82               |
| <b>68100 · Telephone Expense</b>                 |                        |
| 68102 · Patty Phone Bill                         | -464.50                |
| 68101 · Cell Phone Usage                         | 11,348.92              |
| <b>Total 68100 · Telephone Expense</b>           | <b>10,884.42</b>       |
| <b>68600 · Utilities</b>                         |                        |
| 68601 · Road Runner/Internet Costs               | 713.26                 |
| 68600 · Utilities - Other                        | 312.00                 |
| <b>Total 68600 · Utilities</b>                   | <b>1,025.26</b>        |
| <b>Total Expense</b>                             | <b>774,501.23</b>      |
| <b>Net Ordinary Income</b>                       | <b>287,290.82</b>      |
| <b>Other Income/Expense</b>                      |                        |
| <b>Other Expense</b>                             |                        |
| 65000 · BAD Debt - Write Off's                   | 0.00                   |
| 80000 · Ask My Accountant                        | 4,608.01               |
| <b>Total Other Expense</b>                       | <b>4,608.01</b>        |
| <b>Net Other Income</b>                          | <b>-4,608.01</b>       |
| <b>Net Income</b>                                | <b>282,682.81</b>      |



February 26, 2016

Mr. Gary Ziegler  
 Town of Schodack  
 265 Schuurman Road  
 Castleton, New York 12033

RE: Proposal for Asbestos Air Monitoring Services at 19 Overlook Drive, Nassau, New York.  
 Proposal # 022618-1MJB

Dear Gary:

Per our conversation, I am providing you with a proposal for asbestos air monitoring services in conjunction with the asbestos project at the captioned location. The below day rate is based on eight hours on site labor, up to twelve PCM air samples, and travel time and expense for one round trip.

|                                                          |                               |
|----------------------------------------------------------|-------------------------------|
| <b>DAY RATE</b>                                          |                               |
| NYS Certified Asbestos Air Monitor:                      | \$400.00/Day                  |
| <b>TOWN SITE WIDE VARIANCE</b>                           | <b>\$1,100.00</b>             |
| (Condemned houses for Town of Schodack)                  |                               |
| <b>VARIANCE AMENDMENTS (per house added to variance)</b> | <b>\$100.00/Per Amendment</b> |

Minimum Site charge is \$325.00 (includes contractor failing to show up or canceling work within twelve hours of site start time.)

No retainer shall be held on work past Alpine's completion of services, final report.

Site hours above eight for any one day will be invoiced at \$53.00/hour.

Nights, Weekends and Holidays will be invoiced at 1.25 times the above rate.

PCM samples above 12 in any one day will be invoiced at \$7.00 per sample.

Samples requiring analysis on Holidays, from 5:00 pm through 7:00 am on weekdays or on weekends from 5:00 pm on Friday through 7:00 am on Monday will incur a Lab charge of \$200.00 in addition to the per sample charge.

Alpine Environmental Services, Inc. performs Phase Contrast Microscopy (PCM) and Polarized Light Microscopy (PLM). All other analysis, including Transmission Electron Microscopy (TEM), shall be sub-contracted. TEM analysis is performed by EMSL Analytical, Inc. and/or Adirondack ES, both are NYS ELAP certified laboratories for TEM analysis.

Alpine Environmental Services carries appropriate insurance and a Certificate of Insurance is available upon request at the time a contract is awarded. Any limits or coverage required above those currently carried, if available, will result in an additional charge which will be billed in addition to the above rates.

Per Proposal # 022618-1MJB

Alpine Environmental Services is not responsible for unexpected project delays including, but not limited to, longer project durations and/or failure of final clearance samples.

These rates are valid for six months.

Payment terms are net 37 days. The client agrees to pay a finance charge of one and one half percent (1 ½%) per month, or the maximum rate allowed by law. The client will be liable for all court costs, disbursements, and reasonable attorneys' fees incurred by Alpine Environmental Services, Inc. The undersigned agrees to the terms, conditions, and costs outlined in this proposal.

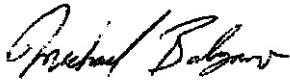
\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

Sincerely,  
Alpine Environmental Services, Inc.



Michael Balzano  
Field Operations Manager