

CP

February 28, 2022
VIA EMAIL & MAIL

Mr. Charles J. Peter, Supervisor
Town of Schodack
265 Schuurman Road
Castleton, NY 12033

Re: **Professional Services Proposal**
Bridge over Moordener Kill on Town Hall Lane
(T) Schodack, Rensselaer County, New York

Dear Supervisor Peter:

Now that the scope of work is more defined, Laberge Group is pleased to submit this fee estimate to complete the design and bidding of the bridge replacement across the Moordener Kill on Town Hall Lane, in response to the storm damage to the bridge that occurred in 2021.

The project will involve field investigation of site conditions, schematic design for concept review with the Town and presentation with permit applications, permit applications and review coordination with state and federal agencies, and design. Bid phase services are included, including bid document preparation and addressing bidder questions. Construction-phase services will be estimated after bidding, once a construction schedule is known, for items such as field observations, reporting, and project administration.

We are recommending that the replacement structure be a two lane, metal, open-bottom box culvert. This structure's span would be wider than that of the washed-out pipe arch, which is expected to improve the performance of the bridge span and provide an economical solution to replace the structure. We intend to enlist the services of Creighton Manning Engineering (CME) to assist with the design and structural aspects of the project. CME's fees are included in our fees.

SCOPE OF WORK

1. Wetland Delineation – Wetland Biologist Services to be consulted and billed as a reimbursable expense with a budget of \$10,000.
 - a. Coordinate a field delineation of wetland/waterways in the immediate project area, resulting in a report describing the delineated wetlands/waterways, a Jurisdictional Determination request, and filing of a Joint Application for Permit for disturbing areas within and above-delineated area.
 - b. Prepare Wetland Delineation and Wetland Impact Plan(s).

2. Geotechnical Investigation
 - a. Provide soil borings on either side of the existing bridge to provide bearing information for bridge design. Work includes sample collection, laboratory evaluation of samples, and reporting of borehole results, laboratory results, and foundation design recommendations. Geotechnical services are included in CME's services and are budgeted at \$15,000.
3. Schematic / Preliminary Design
 - a. Preparation of a hydraulic modeling report for Moordener Kill at the bridge crossing.
 - b. Review of the schematic design with the Town.
 - c. Preparation of a report to clarify and confirm design selections.
 - d. Preparation of preliminary design plans of the recommended bridge design.
4. Permit Applications / Agency Review
 - a. Submit plans and/or documentation for regulatory agency authorizations as required including:
 - NYS Department of Environmental Conservation (NYSDEC)
 - U. S. Army, Corps of Engineers (USACE)
5. Final Design

Preparation of final design plans of the recommended bridge design, including 90% plan and final plans for bid, utility work agreements, specifications, and coordinate content with regulatory and Town feedback.
6. Bidding
 - a. Assemble a Project Manual for reproduction.
 - b. Coordinate with the Town to advertise for construction bids.
 - c. Review and respond to Requests for Information and issue Contract Addenda
 - d. Attend one (1) pre-bid conference at site.
 - e. Compile bid results, review bids, and make recommendation for award.

ASSUMPTIONS and EXCLUSIONS

1. Adequate clearance exists within the Town's Right-of-Way for all improvements, so no permanent easements of land acquisition will be required.
2. The bridge will be sized consistent with USACE Nationwide Permit and NYSDEC conditions.
3. The bridge work will involve NYSDEC review as a stream disturbance and for an individual Section 401 Water Quality Certificate.
4. No special environmental or cultural resources studies will be required.
5. The project will not require a Stormwater Pollution Prevention Plan (SWPPP).
6. The Town Highway Department will assist in moving any barricades so the geotechnical work can be performed.

FEE

The following lump sum fees for the activities identified above are as follows:

1. Wetland delineation, mapping, reporting, coordination.....	4,500.00
2. Geotechnical Coordination including soil borings.....	15,100.00
3. Schematic / Preliminary Plans.....	20,300.00
4. Permit Applications / Agency Review	4,400.00
5. Final Design	32,700.00
6. Bidding.....	<u>7,800.00</u>
TOTAL	\$ 84,900.00

The fees shown above are plus normal reimbursable expenses such as (travel, reproduction, postage, etc.) and the aforementioned wetland biologist services budgeted at \$10,000.00.

We have enclosed a contract addendum for your use in authorizing these services.

Looking forward to completing this project, we are

Very truly yours,
LABERGE GROUP

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

JAK/RFL:kmo

C: Ken Holmes, (via email only)
Dawne Kelly, (via email only)
Laura Palmer, (via email only)

CONTRACT ADDENDUM NO. 2021094 – 00
(Water Plant Bridge)

DATED: February 28, 2022

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

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

This Addendum authorizes services for engineering design and bidding/contract documents related to replacing the washed out bridge servicing the Town's water plant. The work shall be as described in ENGINEER's letter dated February 28, 2022 (attached).

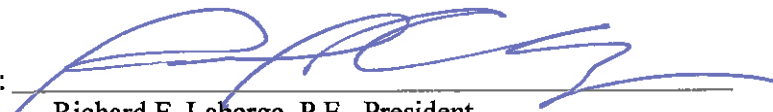
The fee for said services shall be \$84,900 plus reimbursable expenses. Reimbursable expenses, including the retention of a wetland biologist, are in addition to the above budget amount.

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

TOWN OF SCHODACK

BY: _____
Charles Peter, Supervisor

LABERGE GROUP

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



March 21, 2022

VIA EMAIL AND MAIL

Mr. Charles Peter, Supervisor
Town of Schodack
Schodack Town Hall
265 Schuurman Road
Castleton, New York 12033

Re: Sewer Alternatives Proposal – 2nd Revision
Schodack to Rensselaer County Sewer District
Town of Schodack, New York

Dear Supervisor Peter:

As per our recent discussion, Laberge Group is pleased to submit this revised proposal to assist the Town in evaluating the potential costs and benefits of alternatives to convey waste from the Town of Schodack to the Rensselaer County Sewer District. The scope of work proposed will provide information regarding pumping waste North along US Route 9 & 20 through East Greenbush to a connection to the Rensselaer County Sewer District for treatment.

The scope of work proposed is listed below:

- 1) The proposed alternative to be studied is generally, the diversion of all flow currently flowing to East Greenbush to the Rensselaer County Pump Station generally via the Rt 9 & 20 corridor to the new Regeneron connection.
- 2) We will attempt to find the study which reviewed pumping waste North from the Village of Castleton along NYS Rt 9J, and escalate the costs to today's costs.
- 3) Review available information regarding the following, considering the impact on the alternatives above:
 - a. USGS Topography or similar
 - b. National Wetland Inventory and NYSDEC Wetland Maps
 - c. Archeological Sensitive Areas based on SHPO online information
 - d. Soils
 - e. Agricultural Districts
 - f. Flood Maps
- 4) Prepare a concept plan for conveying waste to the Rensselaer County Sewer District for treatment.
- 5) Prepare a concept level opinion of probable cost.

Mr. Charles Peter, Supervisor
March 21, 2022
Page 2 of 2

- 6) Prepare and present a report incorporating the above for review and acceptance by the Town. The report will be detailed enough to serve as a preliminary basis for design of the alternative studied and for preliminary discussion with the permitting agencies.

Since the effort to provide the services discussed herein may vary, we propose to provide these services on an hourly basis with a working budget of is \$24,000 for fees and reimbursable expenses. We expect to complete the entire scope of work outlined above within eight (8) to ten (10) weeks.

If the above is acceptable, please sign and return one copy of the enclosed addendum as our authorization to proceed. Upon receipt, we will begin our services.

Looking forward to assisting you with this analysis, we are

Very truly yours,
LABERGE GROUP

By: 

Richard F. Laberge, P.E.
President

RFL: kmo
Enc.

CONTRACT ADDENDUM NO. 2022010 – 00 (2nd Revision)
(Sewer Alternatives – Wastewater to County)

DATED: March 21, 2022

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

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

This Addendum authorizes services for planning, coordination, general engineering and consultation related to installing necessary pipe connections and pumpstation modifications to direct wastewater to the Rensselaer County Sewer District No. 1. The work shall be as described in ENGINEER's letter dated March 21, 2022 (attached) and generally consists of the preparation of a Study to identify the necessary improvements and projected costs involved.


The fee for said services shall be an hourly basis plus reimbursable expenses not to exceed \$24,000 without further authorization.

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

TOWN OF SCHODACK

BY: _____
Charles peter, Supervisor

LABERGE GROUP

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

Dawne Kelly

8

From: Lee Roohan <lroohan1@nycap.rr.com>
Sent: Wednesday, March 9, 2022 4:01 PM
To: Charles Peter
Cc: Dawne Kelly
Subject: 15 Bayberry Drive. Castleton, NY

Good afternoon Supervisor Peter,

My wife and I live at 15 Bayberry Drive in Sunset Hills. Between our home and 17 Bayberry Drive there is a 50' wide X 170' long section that is designated as a "paper street" originally reserved for a future road. Since there are no plans to develop this as a road, my wife and I respectfully request to purchase half the section....25' X 170'.

Our neighbor at 17 Bayberry Drive just moved in November, 2021 and is not interested in buying the other half at this time. We are not interested in purchasing the entire section. *- Now would be interested in part of Paper Rd
Roohan*

By sending this letter, we are formally requesting the opportunity to purchase this piece of land.

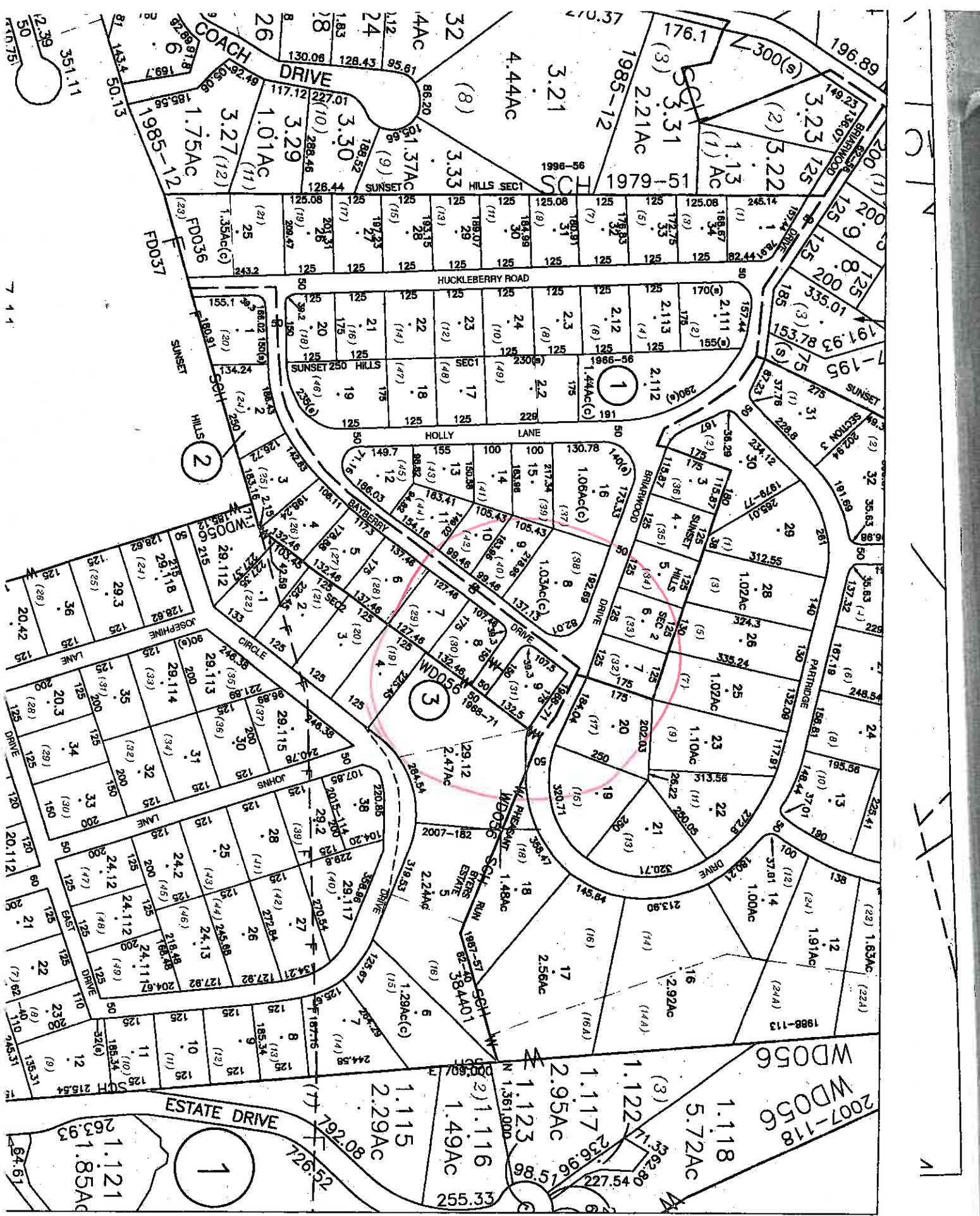
Please review this request and advise your thoughts and next steps. We are available to meet and further discuss at your convenience.

Thank you in advance.

Sincerely,

Robin and Leo Roohan
Phone: 477-6876 or 542-3559

Sent from Mail for Windows



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COACH DRIVE
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SUNSET HILLS
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SUNSET HILLS SECTION 3
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Office of Temporary and Disability Assistance

KATHY HOCHUL
Governor

DANIEL W. TIETZ
Acting Commissioner

CP

BARBARA C. GUINN
Executive Deputy Commissioner

Dear New York State Drinking Water and/or Wastewater Supplier:

This is to provide you with information and a Vendor Agreement for the New York State (NYS) Low Income Household Water Assistance Program (LIHWAP). Please review all enclosed materials carefully.

LIHWAP was established through the Consolidated Appropriations Act, 2021 and the American Rescue Plan Act, 2021. New York State will use these funds to assist low income households, particularly those with the lowest incomes, that pay a high proportion of household income for drinking water and wastewater services. Benefits will be issued directly to drinking water and wastewater providers to restore or prevent loss of drinking water or wastewater services. The Office of Temporary and Disability Assistance (OTDA) will operationalize LIHWAP benefits in two phases. Phase one funding and outreach will target households with arrears for unpaid charges for drinking water and/or wastewater services. In phase two, OTDA will reevaluate available funding and if feasible, focus on establishing a benefit to assist eligible households with current drinking water and/or wastewater bills late in 2022. This is a NYS administered program that opened December 1, 2021 and will close September 30, 2023, or when funding is exhausted, whichever occurs first.

More information regarding the NYS LIHWAP program can be found at [Low Income Household Water Assistance Program \(LIHWAP\) | OTDA \(ny.gov\)](#)

The online LIHWAP Vendor Portal is available at <https://waterassistancevendors.otda.ny.gov/>.

Vendor Agreement:

- Completion of a Vendor Agreement and Substitute Form W9/AC 3237-S (Rev. 1/17) are required in order to participate in and receive LIHWAP payments. The agreement will apply to all customers in your service territory within NYS. Vendor Agreements and program participation will be managed centrally by OTDA through the LIHWAP Bureau.

The Vendor Agreement, Substitute Form W9/AC 3237-S (Rev. 1/17) and OTDA Security and Confidentiality Terms can be accessed completed and signed electronically online through LIHWAP Vendor Portal at <https://waterassistancevendors.otda.ny.gov/>.

- You may not make any changes to the Vendor Agreement, please contact us if you have any questions at: NYSLIHWAP.vendor@otda.ny.gov or 833-690-0208.

Vendor Payment and Remittance Information:

- Payments will be made directly to vendors via Electronic Funds Transfer issued through the NYS Office of the Comptroller (OSC).
- The OSC State Vendor Resource Page is available at: <https://www.osc.state.ny.us/state-vendors>. This resource page provides information and guidance to vendors on their payments and how to view those payments through the self-service vendor portal.



New York State Low Income Household Water Assistance Program New Vendor Information

The Low Income Household Water Assistance Program (LIHWAP) helps low income households pay the cost of drinking water and wastewater services. The program can assist households who have past due bills (arrears) for drinking water and/or wastewater services.

Eligibility

Eligibility and benefits are based on:

- income,
- household size, and
- amount owed to drinking water and/or wastewater provider(s).

Benefits

LIHWAP is a benefit based on the actual amount of drinking water and/or wastewater arrears, up to a maximum of \$2,500 per drinking water or wastewater services, or \$5,000 if drinking water and wastewater services are combined, per applicant household. Benefits are paid directly to the household's drinking water and/or wastewater vendor(s).

Vendor Portal

Payment Information

Vendors must utilize the State Financial System (SFS) Vendor Portal to access payment remittance information. The remittance payment information in the vendor portal will contain the customer's name, account number and address.

The Vendor Portal may be accessed at www.sfs.ny.gov

Vendors who need assistance enrolling in the online Vendor Self Service application should contact the Statewide Financial System (SFS) Help Desk at either **(855) 233-8363** or helpdesk@sfs.ny.gov

All vendors should enroll in the direct deposit option offered by the Office of the State Comptroller (OSC). This process will ensure that payments are deposited directly into the bank account of your choice and eliminate the possibility of lost checks. Vendors may enroll electronically through the vendor portal or by using the Electronic Payment (e-payment) Request form (AC3243-S) available in the vendor portal. The E-payment request form must be returned to the Office of the State Comptroller Vendor Management Unit. All information to return the form is located at the bottom of the AC3243-S. Should you have any questions, contact the SFS Help Desk by phone: **(855) 233-8363** or email: helpdesk@sfs.ny.gov.

The Office of the State Comptroller's (OSC) State Vendor Resource Page is available on their website. It provides information and guidance to vendors regarding their payments and how to

New York State

Low Income Household Water Assistance Program

Do you need help paying for overdue water and wastewater bills?

The Low Income Household Water Assistance Program (LIHWAP) can help.

LIHWAP is a drinking water and wastewater emergency assistance program funded through new federal resources. Benefits are based on the amount of unpaid water and wastewater bills owed by applicants. This assistance is targeted at low income households and income guidelines will mirror that of the Home Energy Assistance Program.

LIHWAP benefits are based on the actual amount of drinking water and/or wastewater arrears, up to a maximum of \$2,500 per drinking water or wastewater provider, or \$5,000 if drinking water and wastewater services are combined, per household. Benefits are paid directly to the household's drinking water and/or wastewater vendor(s).

Eligibility and benefits are based on:

- income,
- household size,
- household includes a U.S. citizen, U.S. national, or qualified alien, and
- amount owed to drinking water and/or wastewater provider(s).

Primary applicants must provide:

- Proof of identity
- Proof of residence
- Documentation of earned and unearned income
- A drinking water, wastewater, or combined drinking water and wastewater bill listing their permanent and primary residence
- A valid Social Security Number (SSN)
 - SSNs of additional household members will be requested

For more information, visit <https://otda.ny.gov/LIHWAP>





Office of Temporary and Disability Assistance

NEW YORK STATE LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM VENDOR AGREEMENT

This Agreement (“Agreement”) shall govern the purchase of water services from the Water Service Provider (Vendor) on behalf of households eligible for the Low Income Household Water Assistance Program (LIHWAP). Federal funds awarded under LIHWAP shall be used as part of an overall emergency effort to prevent, prepare for, and respond to the COVID-19 pandemic, with the public health focus of ensuring that low income households have access to drinking water and wastewater services. The funds will be used to cover and/or reduce arrearages, rates and fees associated with reconnection or prevention of disconnection of services. If funding is available, the New York State Office of Temporary and Disability Assistance (NYS OTDA) will evaluate providing bill assistance to eligible households to reduce the household’s cost for drinking water and wastewater services. This Agreement is a contract between NYS OTDA and the Vendor for the provision of direct vendor payments to assist low income households with drinking water and wastewater reconnection and ongoing services.

The parties acknowledge that this Agreement and the services provided by the Vendor are governed by and subject to federal laws and regulations in addition to issued federal and State guidance in relation to the Low Income Household Water Assistance Program.

In order to receive LIHWAP payments on behalf of eligible households, the Vendor agrees and assures to NYS OTDA to abide by the below listed provisions contained in this agreement. Drinking water and/or wastewater service benefits paid directly to Vendors will be issued through the NYS Office of the State Comptroller (NYS OSC).

1. Households receiving assistance from LIHWAP shall not be treated adversely on the basis of receipt of such assistance under applicable provision of the LIHWAP Supplemental Terms and Conditions 11h under Federal LIHWAP Assistance Listing No. 93.568(B) (with modifications based on P.L. 116-260).
2. Vendors will not discriminate, either in the costs of goods supplied or the services provided, against the household on whose behalf LIHWAP payments are made.
3. The Vendor understands that payment and satisfaction of any claims under LIHWAP will be made by NYS OTDA, through the NYS OSC. The Vendor further understands that they must comply with all applicable requirements of the Consolidated Appropriations Act of 2021 (CAA) and the American Rescue Plan Act of 2021 (ARPA), as well as all applicable policy determinations and directives of the NYS OTDA. The Vendor may be prosecuted under applicable federal and/or State law for false claims, statements or documents or concealment of material fact.
4. The Vendor agrees to accept all LIHWAP benefits authorized on behalf of residential customers and without imposing any conditions precedent. “Residential customer” is defined in accordance with Title 16 of the New York Compilation of Codes, Rules and Regulations, Part 14.2(b)(18).
5. The Vendor agrees to continue, establish or reestablish service for LIHWAP authorized residential customers and maintain such service for such LIHWAP authorized residential customer for ninety (90) calendar days after receipt of each LIHWAP benefit authorized and received on behalf of residential customers.

17. Vendor agrees that any modification to this agreement must be reviewed and agreed to by NYS OTDA. Vendor agreement modification must be made in writing and submitted to NYS OTDA through NYSLIHWAP.vendor@otda.ny.gov.

Check here to hereby declare to the New York State Office of Temporary and Disability Assistance (NYS OTDA) that you, the vendor or vendor's representative, have the authority to bind such vendor, that you have read and understand the above, and that it is your intention to sign and submit this Vendor Agreement on behalf of the vendor to NYS OTDA, and further agree that the vendor will comply with and abide by the Vendor Agreement while participating as a Vendor in the New York State Low Income Household Water Assistance Program.

Vendor or Vendor's Representative name _____

Vendor or Vendor's Representative signature _____

Vendor Business Name _____

Address _____

Vendor TIN _____

Vendor Type:

_____ Drinking Water

_____ Wastewater

_____ Combined Drinking Water/Wastewater

Primary Contact _____

Phone _____

Email _____

FAX _____

Secondary Contact _____

Phone _____

Email _____

FAX _____



**NEW YORK STATE OFFICE OF THE STATE COMPTROLLER
SUBSTITUTE FORM W-9:
REQUEST FOR TAXPAYER IDENTIFICATION NUMBER & CERTIFICATION**

TYPE OR PRINT INFORMATION NEATLY. PLEASE REFER TO INSTRUCTIONS FOR MORE INFORMATION.

Part I: Vendor Information

1. Legal Business Name:	2. Business name/disregarded entity name, if different from Legal Business Name:
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3. Entity Type (Check one only): <input type="checkbox"/> Individual Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Co. <input type="checkbox"/> Corporation <input type="checkbox"/> Not For Profit <input type="checkbox"/> Trusts/Estates <input type="checkbox"/> Federal, State or Local Government <input type="checkbox"/> Public Authority <input type="checkbox"/> Disregarded Entity <input type="checkbox"/> Other _____	<input type="checkbox"/> Exempt Payee
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Part II: Taxpayer Identification Number (TIN) & Taxpayer Identification Type

1. Enter your TIN here: *(DO NOT USE DASHES)*
See instructions.

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2. Taxpayer Identification Type (check appropriate box):
 Employer ID No. (EIN) Social Security No. (SSN) Individual Taxpayer ID No. (ITIN) N/A (Non-United States Business Entity)

Part III: Address

1. Remittance Address: Number, Street, and Apartment or Suite Number	2. Ordering Address: Number, Street, and Apartment or Suite Number
City, State, and Nine Digit Zip Code or Country	City, State, and Nine Digit Zip Code or Country
	Email Address

Part IV: Vendor Primary Contact Information – Executive Authorized to Represent the Vendor

Primary Contact Name: _____ Title: _____
 Email Address: _____ Phone Number: _____

Part V: Certification and Exemption from Backup Withholding

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (TIN), and
2. I am a U.S. citizen or other U.S. person, and
3. (Check one only):
 I am not subject to backup withholding. I am (a) exempt from back up withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding), or
 I am subject to backup withholding. I have been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, and I have not been notified by the IRS that I am no longer subject to back withholding.

Sign Here:

_____	_____	_____
Signature	Title	Date
_____	_____	_____
Print Preparer's Name	Phone Number	Email Address

Laura Palmer

From: Laura Palmer
Sent: Tuesday, September 28, 2021 9:41 AM
To: dmcgrath@renesco.com
Cc: Paul Harter; Deb Curtis (Deb.Curtis@schodack.org); Ricky Narang; David Harris; Jim Bult (jamesbult@gmail.com); Mike Kenney (m.kenney9@verizon.net); Scott Swartz (scottswar@gmail.com); Tracy (TRexforschodack@gmail.com)
Subject: 2022 Town of Schodack Water-Sewer Relevy
Attachments: RensCty WS Relevy Forms.pdf; SchodackRelevyReport2021.PDF; SchodackRelevyFile2021.txt

Hello Deb,

Attached are the Town of Schodack's Water and Sewer Relevy electronic files for the 2022 Town tax bills. Also attached are the Relevy/Unit Charge Reports for both Water and Sewer.

Please note the electronic file includes 73 records, 25 Sewer totaling \$15,404.41 and 48 Water totaling \$8,622.86. Properties 178.9-2-20 and 178.9-2-36 include both a water and sewer re-levy as they have both services.

If you have any questions, please contact me. Thank you, Deb!

*Laura Palmer
Town of Schodack
Asst. Comptroller
265 Schuurman Road, Castleton, NY 12033
Phone: (518)477-7917
Fax: (518)477-6546
E-Mail: Laura@Schodack.org*

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

SANITARY SEWER EASEMENT AGREEMENT

THIS SANITARY SEWER EASEMENT AGREEMENT (this "Agreement") is made as of this _____ day of _____, 2022, by and between **SCANNELL PROPERTIES #508, LLC** an Indiana limited liability company having its principal place of business at 8801 River Crossing Blvd., Suite 300, Indianapolis, Indiana 46240 ("Grantor") and **TOWN OF SCHODACK**, a municipal corporation organized and existing under the laws of the State of New York, having an address of 265 Schuurman Road, Castleton, New York 12033 ("Grantee"). Individually, Grantor and Grantee may be referred to herein as a "party" and, collectively, as the "parties".

WITNESSETH:

WHEREAS, Grantor is the owner of real property commonly known as 1701 Schodack Valley Road, Town of Schodack, Rensselaer County, New York (Tax IDs: 189-10-40.131; 189-10-40.132) and further described on Exhibit A, attached hereto and made a part hereof ("Grantor's Property"); and

WHEREAS, Grantor intends to construct a sanitary sewer line on the Grantor's Property as shown on that certain approved Subdivision Map dated September 8, 2021 and recorded in the Office of the Rensselaer County Clerk on September 23, 2021 as Instrument No. 2021158, a copy of which is attached hereto as Exhibit B (the "Subdivision Map"); and

WHEREAS, Grantor has agreed to grant Grantee a thirty (30) foot wide easement for said sanitary sewer line (the "Sanitary Sewer Line") on Grantor's Property as shown on the Subdivision Map.

NOW, THEREFORE, for and in consideration of the premises, easements, conditions and encumbrances contained herein, and One Dollar and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

**ARTICLE 1
EASEMENT PREMISES**

Section 1.1 Grant of Easement. Grantor hereby grants to Grantee, subject to the terms and conditions of this Agreement, a nonexclusive easement, right and privilege of use in, to, over, under, across and through those portions of Grantor's Property more fully depicted and described as "*Proposed 30' Wide Sanitary Sewer Easement*" on the Subdivision Map attached hereto as Exhibit B (the "Easement Premises"), for the use of the Grantee, its agents, invitees, and licensees in accordance with the terms and conditions of this Agreement (collectively, the "Easement").

**ARTICLE 2
TERM OF AGREEMENT**

Section 2.1 Effective Date. This Agreement shall be deemed effective upon the date set forth in the introductory paragraph herein (the "Effective Date").

Section 2.2 Term. The Easement shall continue in perpetuity as allowed by applicable law, shall run with the land and shall inure to the benefit of and be binding upon the parties and their respective heirs, successors and assigns, including, without limitation, all subsequent owners.

**ARTICLE 3
USE OF EASEMENT PREMISES**

Section 3.1 Use of Easement Premises. The Grantee's use of the Easement Premises shall be solely for the construction, repair, maintenance and replacement of the Sanitary Sewer Line as applicable, and for no other purpose.

Section 3.2 Quiet Enjoyment. The Grantor covenants that at all times during the term of this Agreement, so long as Grantee is not in default hereunder, Grantee's use of the Easement Premises, pursuant to Section 3.1 above, shall not be disturbed or impaired by any act of Grantor, or of anyone acting by, through, or under Grantor.

Section 3.3 No Dedication to Public. Nothing contained herein shall be deemed to be a gift or dedication of any portion of any tract to the general public it being the intention of the parties hereto that this Agreement be for the exclusive benefit of the parties hereto and their successors and assigns and that nothing herein, express or implied, shall confer upon any person or entity, other than the parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement.

**ARTICLE 4
INDEMNIFICATION**

Section 4.1 Indemnification. Grantee, its successors and assigns, shall defend, indemnify and hold Grantor harmless from any claim, loss or liability (including reasonable attorneys' fees related thereto) arising out of or in any way connected with Grantee's, its employees, contractors or agents, use of the Easement, or exercise of any rights granted herein, except for the indemnified party's negligence or willful, wrongful acts.

**ARTICLE 5
DEFAULT**

Section 5.1 Default. In the event that either party to this Agreement shall default hereunder, the other party hereto, its successors and assigns shall be entitled to institute proceedings (either at law or in equity, or otherwise) for full and adequate relief from the consequences of said default including, but not limited to, the right to specific performance, declaratory relief, injunctive relief, damages, or other suitable legal or equitable remedy. The unsuccessful party in any action shall pay to the prevailing party a reasonable sum for attorney's fees, which shall be deemed to have accrued on the date such action was filed.

ARTICLE 6 MISCELLANEOUS

Section 6.1 Modification. This Agreement may be modified only by the mutual agreement of all of the parties hereto, their successors and assigns, evidenced by a writing in recordable form.

Section 6.2 Notice. All notices, requests, demands, and any other communications required hereunder shall be in writing and shall be deemed to have been duly delivered if delivered in person or if sent by registered or certified mail, return receipt requested, and if so mailed shall be deemed effective as of five (5) business days after such mailing. All such notices, requests, demands and any other communications required hereunder may be given by the parties' representatives and/or counsel. All such notices, requests, demands and any other communications, if mailed, shall be sent:

If to Grantor: Scannell Properties #508, LLC
8801 River Crossing Blvd., Suite 300
Indianapolis, IN 46240
Attn: Drew C. Strobel, Counsel

With copies to: Whiteman Osterman & Hanna LLP
One Commerce Plaza
Albany, New York 12260
Attn: Terresa M. Bakner, Esq.

If to Grantee: Town of Schodack
265 Schuurman Road
Castleton, New York 12033
Attn: Town Supervisor

With copies to: Girvin & Ferlazzo, PC
20 Corporate Woods Blvd.
Albany, New York 12211
Attn: Christopher P. Langlois, Esq.

Any of the undersigned may, from time to time, change their address by written notice to the other party as above provided.

Section 6.3 Entire Agreement. This Agreement, including schedules, exhibits, and any addendum hereto, constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein, and it supersedes all prior discussions, understandings or agreements between the parties hereto.

Section 6.4 Governing Law. This Agreement shall be governed by the laws of the State of New York, and any dispute arising hereunder, except as provided for herein, shall be litigated in the Supreme Court, Rensselaer County, New York.

Section 6.5 Negotiated Agreement. All of the parties to this Agreement have participated in the negotiation and preparation hereof, and, accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto.

Section 6.6 Joint Venture. The parties hereto shall not be deemed, in any way or for any purpose, to have become, by the execution of this Agreement, or any action taken under this Agreement, partners, partners in business or otherwise, or a member of any joint enterprises with one another. Further, nothing in this Agreement shall be construed to create any joint venture between the parties.

Section 6.7 Captions. The captions contained herein are for convenience and reference only and shall not be deemed a part of this Agreement, or construed as in any manner limiting or amplifying the terms and provision to which they relate.

Section 6.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the duly authorized representatives to be effective as of the Effective Date.

GRANTOR:

Scannell Properties #508, LLC
an Indiana limited liability company

By: Scannell Properties Management, LLC
an Indiana limited liability company
its Manager

By: _____
Marc D. Pflieger, Manager

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said county and state, personally appeared Marc D. Pflieger, the Manager of Scannell Properties Management, LLC, an Indiana limited liability company, who having first been duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of said limited liability company.

Witness my hand and Notarial Seal this _____ day of _____, 2022.

Signature

Printed

My Commission Expires: _____
My County of Residence: _____

GRANTEE:

Town of Schodack

By: David Harris

Its: Supervisor

STATE OF NEW YORK)
) ss.:
COUNTY OF RENSSELAER)

On the _____ day of _____ in the year 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared **David Harris** personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

**EXHIBIT A
GRANTOR'S PROPERTY**

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Schodack, County of Rensselaer, and State of New York, more particularly bounded and described as follows:

BEGINNING at a found iron rod on the south line of NYS Route 150 (SH 1422), said point being the northeast corner of lands conveyed to Timothy P. Conlin by deed and recorded in the Rensselaer County Clerk's Office in Liber 7274 of Deeds at page 163; thence along the south line of NYS Route 150 (SH 1422) the following four courses and distances:

North 89°54'17" East, a distance of 182.24' to a concrete NYSDOT monument; thence, North 58°15'16" East, a distance of 558.13' to a concrete NYSDOT monument; thence, North 80°21'54" East a distance of 353.79' to a concrete NYSDOT monument; thence, North 85°59'09" East, a distance of 384.98' to a point, said point being the northwest corner of lands conveyed to Domans, LLC by deed and recorded in the Rensselaer County Clerk's Office in Liber 1206 of Deeds at page 189; thence along the lands of Domans, LLC the following six courses and distances:

South 31°59'28" East, a distance of 289.17 to a point; thence, upstream along the centerline of the intermittent stream as it twists and turns along the following four courses and distances:

South 08°19'39" West, a distance of 154.73' to a point; thence, South 17°51'53" West, a distance of 141.05' to a point; thence, South 15°13'56" West, a distance of 87.41' to a point; thence, South 13°15'11" West, a distance of 74.88' to a point; thence,

South 08°24'21" East, a distance of 170.86' to an iron rod at the northeast corner of lands of Van Hoesen Station, LLC (8322/254); thence, South 52°25'21" West and along the division line between the lands of Van Hoesen Station, LLC and Snook Materials Group, LLC, a distance of 2503.29' to a point on the east line of Interstate Route 90; thence along the east line of Interstate Route 90 the following four courses and distances:

North 20°04'41" West, a distance of 289.12' to a concrete NYSDOT monument; thence, North 07°34'00" East and through a concrete NYSDOT monument, a distance of 905.79' to a concrete NYSDOT monument; thence, North 30°54'29" West, a distance of 46.23' to a concrete NYSDOT monument; thence, North 62°47'03" East, a distance of 73.42' to the lands of Timothy P. Conlin (7274/163); thence along the division line between the lands of Timothy P. Conlin and Snook Materials Group, LLC, the following eleven courses and distances:

North 87°22'03" East, a distance of 55.60' to a point; thence,
North 21°25'20" East, a distance of 35.00' to a point; thence,
South 82°13'28" East, a distance of 143.80' to a found rebar; thence,
North 60°47'32" East, a distance of 94.50' to a found rebar; thence,
North 84°30'32" East, a distance of 68.60' to a found iron pipe;
South 83°07'28" East, a distance of 100.80' to a found iron pipe; thence,
North 41°07'32" East, a distance of 106.90' to a found iron pipe; thence,
North 20°54'32" East, a distance of 110.00' to a found iron pipe; thence,
North 11°34'32" East, a distance of 87.60' to a found iron pipe; thence,
North 11°30'28" West, a distance of 370.80' to a found iron pipe; thence,
North 36°25'28" West, a distance of 91.82' to the point and place of beginning.

Containing 55.978 Acres of land, more or less.

EXHIBIT B
SUBDIVISION MAP AND EASEMENT PREMISES

[See attached.]

UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT (this “Agreement”) is made as of this _____ day of _____, 2022, by and between **SCANNELL PROPERTIES #508, LLC** an Indiana limited liability company having its principal place of business at 8801 River Crossing Boulevard, Suite 300, Indianapolis, Indiana 46240 (“Grantor”) and **TOWN OF SCHODACK**, a municipal corporation organized and existing under the laws of the State of New York, having an address of 265 Schuurman Road, Castleton, New York 12033 (“Grantee”). Individually, Grantor and Grantee may be referred to herein as a “party” and, collectively, as the “parties”.

WITNESSETH:

WHEREAS, Grantor is the owner of real property commonly known as 1701 Schodack Valley Road, Town of Schodack, Rensselaer County, New York (Tax IDs: 189-10-40.131; 189-10-40.132) and further described on Exhibit A, attached hereto and made a part hereof (“Grantor’s Property”); and

WHEREAS, Grantor intends to construct certain utilities, a portion of which will be located on Grantor’s Property as described and shown on Exhibit B (the “Utilities”); and

WHEREAS, Grantor has agreed to grant Grantee easements to allow Grantee to own the utilities and the Easement (as defined herein) and to maintain the utilities on Grantor’s Property as more fully described herein.

NOW, THEREFORE, for and in consideration of the premises, easements, conditions and encumbrances contained herein, and One Dollar and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows

**ARTICLE 1
EASEMENT PREMISES**

Section 1.1 Grant of Easement. Grantor hereby grants to Grantee, subject to the terms and conditions of this Agreement, a nonexclusive easement, right and privilege of use in, to, over, under, across and through those portions of Grantor’s Property more fully described and depicted in Exhibit B (collectively, the “Easement Premises”), for the use of the Grantee, its agents, invitees, and licensees in accordance with the terms and conditions of this Agreement (collectively, the “Easement”).

**ARTICLE 2
TERM OF AGREEMENT**

Section 2.1 Effective Date. This Agreement shall be deemed effective upon the date set forth in the introductory paragraph herein (the "Effective Date").

Section 2.2 Term. The Easement shall continue in perpetuity as allowed by applicable law, shall run with the land and shall inure to the benefit of and be binding upon the parties and their respective heirs, successors and assigns, including, without limitation, all subsequent owners.

ARTICLE 3 USE OF EASEMENT PREMISES

Section 3.1 Use of Easement Premises. The Grantee's use of the Easement Premises shall be solely for the construction, repair, maintenance and replacement of the Utilities as applicable, and for no other purpose.

Section 3.2 Quiet Enjoyment. The Grantor covenants that at all times during the term of this Agreement, so long as Grantee is not in default hereunder, Grantee's use of the Easement Premises, pursuant to Section 3.1 above, shall not be disturbed or impaired by any act of Grantor, or of anyone acting by, through, or under Grantor.

Section 3.3 No Dedication to Public. Nothing contained herein shall be deemed to be a gift or dedication of any portion of any tract to the general public it being the intention of the parties hereto that this Agreement be for the exclusive benefit of the parties hereto and their successors and assigns and that nothing herein, express or implied, shall confer upon any person or entity, other than the parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement.

ARTICLE 4 INDEMNIFICATION

Section 4.1 Indemnification. Grantee, its successors and assigns, shall defend, indemnify and hold Grantor harmless from any claim, loss or liability (including reasonable attorneys' fees related thereto) arising out of or in any way connected with Grantee's, its employees, contractors or agents, use of the Easement, or exercise of any rights granted herein, except for the indemnified party's negligence or willful, wrongful acts.

ARTICLE 5 DEFAULT

Section 5.1 Default. In the event that either party to this Agreement shall default hereunder, the other party hereto, its successors and assigns shall be entitled to institute proceedings (either at law or in equity, or otherwise) for full and adequate relief from the consequences of said default including, but not limited to, the right to specific performance,

declaratory relief, injunctive relief, damages, or other suitable legal or equitable remedy. The unsuccessful party in any action shall pay to the prevailing party a reasonable sum for attorney's fees, which shall be deemed to have accrued on the date such action was filed.

ARTICLE 6 MISCELLANEOUS

Section 6.1 Modification. This Agreement may be modified only by the mutual agreement of all of the parties hereto, their successors and assigns, evidenced by a writing in recordable form.

Section 6.2 Notice. All notices, requests, demands, and any other communications required hereunder shall be in writing and shall be deemed to have been duly delivered if delivered in person or if sent by registered or certified mail, return receipt requested, and if so mailed shall be deemed effective as of five (5) business days after such mailing. All such notices, requests, demands and any other communications required hereunder may be given by the parties' representatives and/or counsel. All such notices, requests, demands and any other communications, if mailed, shall be sent:

If to Grantor: Scannell Properties #508, LLC
8801 River Crossing Blvd., Suite 300
Indianapolis, IN 46240
Attn: Drew C. Strobel, Counsel

With copies to: Whiteman Osterman & Hanna LLP
One Commerce Plaza
Albany, New York 12260
Attn: Terresa M. Bakner, Esq.

If to Grantee: Town of Schodack
265 Schuurman Road
Castleton, New York 12033
Attn: Town Supervisor

With copies to: Girvin & Ferlazzo, PC
20 Corporate Woods Blvd.
Albany, New York 12211
Attn: Christopher P. Langlois, Esq.

Any of the undersigned may, from time to time, change their address by written notice to the other party as above provided.

Section 6.3 Entire Agreement. This Agreement, including schedules, exhibits, and

any

addendum hereto, constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein, and it supersedes all prior discussions, understandings or agreements between the parties hereto.

Section 6.4 Governing Law. This Agreement shall be governed by the laws of the State of New York, and any dispute arising hereunder, except as provided for herein, shall be litigated in the Supreme Court, Rensselaer County, New York.

Section 6.5 Negotiated Agreement. All of the parties to this Agreement have participated in the negotiation and preparation hereof, and, accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto.

Section 6.6 Joint Venture. The parties hereto shall not be deemed, in any way or for any purpose, to have become, by the execution of this Agreement, or any action taken under this Agreement, partners, partners in business or otherwise, or a member of any joint enterprises with one another. Further, nothing in this Agreement shall be construed to create any joint venture between the parties.

Section 6.7 Captions. The captions contained herein are for convenience and reference only and shall not be deemed a part of this Agreement, or construed as in any manner limiting or amplifying the terms and provision to which they relate.

Section 6.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the duly authorized representatives to be effective as of the Effective Date.

GRANTOR:

Scannell Properties #508, LLC
an Indiana limited liability company

By: Scannell Properties Management, LLC
an Indiana limited liability company
its Manager

By: _____
Marc D. Pflieger, Manager

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said county and state, personally appeared Marc D. Pflieger, the Manager of Scannell Properties Management, LLC, an Indiana limited liability company, who having first been duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of said limited liability company.

Witness my hand and Notarial Seal this ____ day of _____, 2022.

Signature

Printed

My Commission Expires: _____

My County of Residence: _____

GRANTEE:

Town of Schodack

By: David Harris
Its: Supervisor

STATE OF NEW YORK)
) ss.:
COUNTY OF RENSSELAER)

On the ____ day of _____ in the year 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared **David Harris** personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

**EXHIBIT A
GRANTOR'S PROPERTY**

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Schodack, County of Rensselaer, and State of New York, more particularly bounded and described as follows:

BEGINNING at a found iron rod on the south line of NYS Route 150 (SH 1422), said point being the northeast corner of lands conveyed to Timothy P. Conlin by deed and recorded in the Rensselaer County Clerk's Office in Liber 7274 of Deeds at page 163; thence along the south line of NYS Route 150 (SH 1422) the following four courses and distances:

North 89°54'17" East, a distance of 182.24' to a concrete NYSDOT monument; thence, North 58°15'16" East, a distance of 558.13' to a concrete NYSDOT monument; thence, North 80°21'54" East a distance of 353.79' to a concrete NYSDOT monument; thence, North 85°59'09" East, a distance of 384.98' to a point, said point being the northwest corner of lands conveyed to Domans, LLC by deed and recorded in the Rensselaer County Clerk's Office in Liber 1206 of Deeds at page 189; thence along the lands of Domans, LLC the following six courses and distances:

South 31°59'28" East, a distance of 289.17 to a point; thence, upstream along the centerline of the intermittent stream as it twists and turns along the following four courses and distances:

South 08°19'39" West, a distance of 154.73' to a point; thence, South 17°51'53" West, a distance of 141.05' to a point; thence, South 15°13'56" West, a distance of 87.41' to a point; thence, South 13°15'11" West, a distance of 74.88' to a point; thence,

South 08°24'21" East, a distance of 170.86' to an iron rod at the northeast corner of lands of Van Hoesen Station, LLC (8322/254); thence, South 52°25'21" West and along the division line between the lands of Van Hoesen Station, LLC and Snook Materials Group, LLC, a distance of 2503.29' to a point on the east line of Interstate Route 90; thence along the east line of Interstate Route 90 the following four courses and distances:

North 20°04'41" West, a distance of 289.12' to a concrete NYSDOT monument; thence, North 07°34'00" East and through a concrete NYSDOT monument, a distance of 905.79' to a concrete NYSDOT monument; thence, North 30°54'29" West, a distance of 46.23' to a concrete NYSDOT monument; thence, North 62°47'03" East, a distance of 73.42' to the lands of Timothy P. Conlin (7274/163); thence along the division line between the lands of Timothy P. Conlin and Snook Materials Group, LLC, the following eleven courses and distances:

North 87°22'03" East, a distance of 55.60' to a point; thence,
North 21°25'20" East, a distance of 35.00' to a point; thence,
South 82°13'28" East, a distance of 143.80' to a found rebar; thence,
North 60°47'32" East, a distance of 94.50' to a found rebar; thence,
North 84°30'32" East, a distance of 68.60' to a found iron pipe;
South 83°07'28" East, a distance of 100.80' to a found iron pipe; thence,
North 41°07'32" East, a distance of 106.90' to a found iron pipe; thence,
North 20°54'32" East, a distance of 110.00' to a found iron pipe; thence,
North 11°34'32" East, a distance of 87.60' to a found iron pipe; thence,
North 11°30'28" West, a distance of 370.80' to a found iron pipe; thence,
North 36°25'28" West, a distance of 91.82' to the point and place of beginning.

Containing 55.978 Acres of land, more or less.

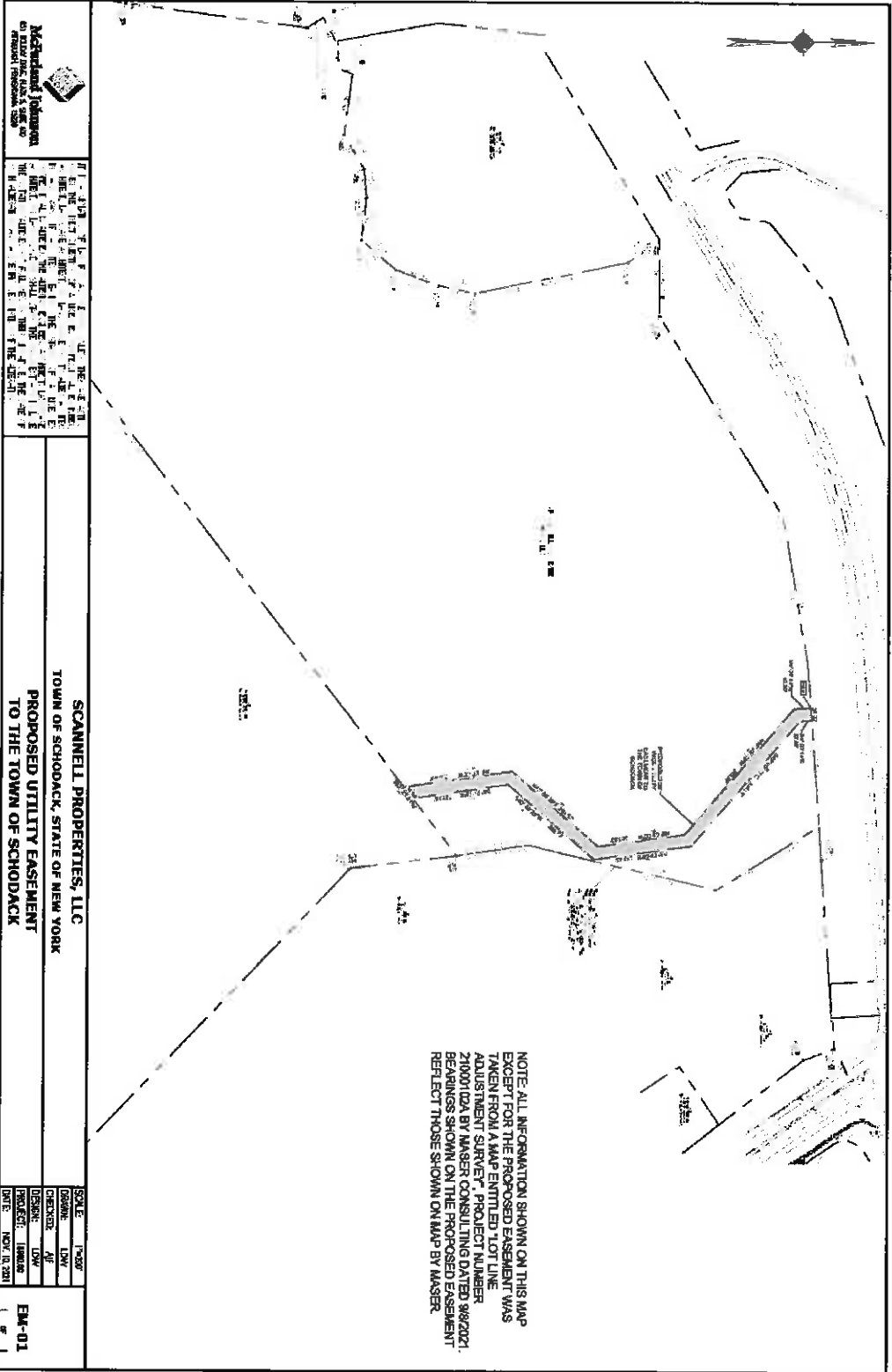
EXHIBIT B
UTILITY EASEMENT PREMISES

ALL THAT TRACT OR PARCEL OF LAND, SITUATE IN THE TOWN OF SCHODACK, COUNTY OF RENSSELAER, STATE OF NEW YORK, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON ROD ON THE SOUTH RIGHT-OF-WAY LINE OF NEW YORK STATE ROUTE 150 (SH 1422), SAID POINT BEING THE NORTHEASTERLY CORNER OF LANDS CONVEYED TO TIMOTHY P. CONLIN BY DEED RECORDED IN THE RENSSELAER COUNTY CLERK'S OFFICE IN LIBER 7274 OF DEEDS AT PAGE 163; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING FOUR COURSES AND DISTANCES:

1. N 89°54'17" E, A DISTANCE OF 182.24 FEET TO A POINT; THENCE
2. N 58°15'16" E, A DISTANCE OF 558.13 FEET TO A POINT; THENCE
3. N 80°21'54" E, A DISTANCE OF 353.79 FEET TO A POINT; THENCE
4. N 85°59'09" E, A DISTANCE OF DISTANCE OF 104.03 FEET TO THE POINT AND PLACE OF BEGINNING; THENCE
5. N 85°59'09" E, CONTINUING ALONG SAID RIGHT-OF-WAY, A DISTANCE OF DISTANCE OF 30.00 FEET TO A POINT; THENCE THROUGH THE LANDS OF SCANNELL PROPERTIES #508, LLC THE FOLLOWING FIVE COURSES AND DISTANCES:
 6. S 04°00'14" E, A DISTANCE OF 27.85 FEET TO A POINT; THENCE
 7. S 49°05'45" E, A DISTANCE OF 394.07 FEET TO A POINT; THENCE
 8. S 08°02'00" E, A DISTANCE OF 232.43 FEET TO A POINT; THENCE
 9. S 40°58'29" W, A DISTANCE OF 269.73 TO A POINT; THENCE
 10. S 08°27'42" E, A DISTANCE OF 227.16 FEET TO A POINT IN THE NORTH LINE OF LANDS NOW OR FORMERLY OWNED BY VAN HOESEN STATION, LLC BY DEED RECORDED IN THE RENSSELAER COUNTY CLERK'S OFFICE IN LIBER 8322 OF DEEDS AT PAGE 254, BEING TAX PARCEL # 189-10-36; THENCE
11. S 52°25'21" W, ALONG SAID LANDS OF VAN HOESEN STATION, LLC, A DISTANCE OF 34.34 FEET TO A POINT; THENCE THROUGH THE LANDS OF SCANNELL PROPERTIES #508, LLC, THE FOLLOWING FIVE COURSES AND DISTANCES:
 12. N 08°27'42" W, A DISTANCE OF 257.68 FEET TO A POINT
 13. N 40°58'29" E, A DISTANCE OF 269.87 TO A POINT; THENCE
 14. N 08°02'00" W, A DISTANCE OF 207.52 FEET TO A POINT; THENCE
 15. N 49°05'45" W, A DISTANCE OF 395.29 FEET TO A POINT; THENCE
 16. N 04°00'14" W, A DISTANCE OF 40.30 FEET TO THE POINT AND PLACE OF BEGINNING; CONTAINING 0.80 ACRES OF LAND MORE OR LESS, ALL AS SHOWN ON A MAP BY McFARLAND JOHNSON ENTITLED "PROPOSED

UTILITY EASEMENT TO THE TOWN OF SCHODACK", DRAWING EM-01,
DATED NOVEMBER 10, 2021.



NOTE ALL INFORMATION SHOWN ON THIS MAP EXCEPT FOR THE PROPOSED EASEMENT WAS TAKEN FROM A MAP ENTITLED "LOT LINE ADJUSTMENT SURVEY", PROJECT NUMBER 21001024 BY MASER CONSULTING DATED 09/20/21. BEARINGS SHOWN ON THE PROPOSED EASEMENT REFLECT THOSE SHOWN ON MAP BY MASER.



McDaniel Johnson & Associates, Inc.
 100 W. 10th Street, Suite 200
 New York, NY 10011
 Tel: 212-312-1234
 Fax: 212-312-1235
 www.mcdanieljohnson.com

SCANNELL PROPERTIES, LLC
 TOWN OF SCHOADACK, STATE OF NEW YORK
PROPOSED UTILITY EASEMENT
TO THE TOWN OF SCHOADACK

SCALE	1"=50'
DRAWN	LW
CHECKED	AP
DESIGN	LOW
PROJECT	18002
DATE	NOV. 12, 2021

EM-01

SIDEWALK MAINTENANCE AGREEMENT

This **SIDEWALK MAINTENANCE AGREEMENT**(this “Agreement”) is made as of the ____ day of _____, 2022 (the “Effective Date”), by and between **TOWN OF SCHODACK**, a New York municipal corporation having an address at 265 Schuurman Road, Castleton, New York 12033 (the “Town”); and **SCANNELL PROPERTIES #508, LLC** an Indiana limited liability company having its principal place of business at 8801 River Crossing Boulevard, Suite 300, Indianapolis, Indiana 46240 (the “Owner”). The Town and Owner are sometimes hereinafter referred to as a “Party”, and collectively, as the “Parties”.

WITNESSETH

WHEREAS, Owner is the owner of certain real property commonly known as 1701 Schodack Valley Road, Town of Schodack, Rensselaer County, New York (Tax IDs: 189-10-40.131; 189-10-40.132) (the “Property”) and is more particularly described in **EXHIBIT 1** attached hereto; and

WHEREAS, Owner applied to the Town of Schodack Planning Board (the “Planning Board”) for site plan and special use permit approval to construct a 278,670 square foot sales distribution center and associated improvements, including parking, lighting, stormwater management facilities, and off-site highway improvements (the “Project”) at the Property; and

WHEREAS, as a condition to the approval of the Project, the Planning Board requires, among other things, the Owner to enter into a maintenance agreement setting forth the terms and conditions under which the Owner will install, maintain and replace a sidewalk along a portion of Schodack Valley Road (also known as NYS Route 150) within the NYSDOT owned ROW as part of the Project, subject to the permission of the NYSDOT; and

WHEREAS, the Parties hereby agree to enter into this Agreement upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Recitations**. The recitations above set forth are incorporated in this Agreement as if fully set forth and recited herein.
2. **Construction**. The Owner shall construct the sidewalks prior to the issuance of the certificate of occupancy for the sales distribution center as shown on the approved site plans dated September 20, 2021 for the Project (the “Sidewalk”) contingent upon obtaining the necessary approvals from the NYSDOT to construct the sidewalks in the NYSDOT ROW along NYS Route 150 (Schodack Valley Road).
3. **Maintenance**. Owner, its successors and/or assigns shall ensure that the Sidewalk is properly constructed and maintained in proper working order to the satisfaction of the Town’s

Engineer and/or Building Inspector. Except in case of emergency, if the Sidewalk is not satisfactorily being maintained, in the reasonable discretion of the Town's Engineer and/or Building Inspector, then Owner, its successors and/or assigns shall, upon written notice, cure any identified maintenance defect within thirty (30) days of receipt of such written notice at the sole cost of the Owner. In the event Owner shall fail to perform the required work with the said thirty (30) day period following receipt of such written notice from the Town, the Town may, but shall not be obligated to, make such repairs and charge the costs incurred to the Owner. In the event of emergency, Owner shall perform the required work in the timeframe as dictated by the circumstances, and if not done, then the Town is authorized to make such repairs and charge the costs incurred to the Owner as hereinafter provided.

4. **Indemnification.** The Owner agrees for itself and its successors and assigns, its agents, invitees, servants, employees, contractors and subcontractors to indemnify and hold harmless the Town, from and against any and all law suits, claims, causes of action, costs, expenses, damages or liabilities, including reasonable attorney's fees, which the Town may incur or sustain as a result of injury to persons, damage to property or otherwise attributable to the acts or activities of the Owner, its successors and assigns, its agents, invitees, servants, employees, contractors or subcontractors, resulting from any act or omission, whether groundless or otherwise, arising in whole or in part out of, incidental to, or in connection with the Sidewalk, except to the extent that such injury or damage is caused by the negligence or willful misconduct of the Town or its agents. Within a reasonable time after receipt or notice of any claim or demand, or notice of the commencement of the action or proceeding, which in either case is potentially subject to any indemnity described above, the Town shall notify the Owner, its successors and/or assigns thereof and the Owner, its successors and/or assigns, shall in good faith undertake appropriate actions to protect the interests of the Town at the sole cost and expense of the Owner its successors and/or assigns.

5. **Compliance with Laws.** The Owner its successors and/or assigns, its agents, invitees, servants, employees, contractors, and subcontractors shall comply with and abide by all statutes, ordinances, laws, regulations, and rules of all federal, New York State, Rensselaer County, Town of Schodack and other governmental authorities having jurisdiction with respect to the Sidewalk.

6. **Notice.** Any notice hereunder must be in writing and delivered personally or by registered or certified, return receipt requested United States Priority Mail, FedEx, UPS or equivalent courier service; or facsimile transmission and shall be effective only if and when received by the Party to be notified, as evidenced by: (i) the date of delivery on the delivery receipt card, (ii) the date stated by FedEx or equivalent courier service that guarantees delivery, (iii) the time and date of confirmation receipt for facsimile notice (confirmation report from sender's facsimile machine shall be sufficient), provided that a copy is simultaneously placed for delivery by one of the other delivery methods described above. In the event any delivery is refused, delivery shall be deemed to have occurred at the time delivery is first refused. For purposes of notice, the addresses of the Parties shall be as set forth below or as may be designated by notice to the others from time to time. Any service, fax or email served after 5:00 p.m. will be deemed delivered the following business day.

To the Town

Town of Schodack
265 Schuurman Road
Castleton, New York 12033
Attn: Town Supervisor

To the Owner

Scannell Properties #508, LLC
8801 River Crossing Blvd., Suite 300
Indianapolis, IN 46240
Attn: Drew C. Strobel, Counsel

7. **Entire Agreement.** This Agreement, including the recitals above and the exhibits attached hereto, all of which are incorporated herein and shall be deemed a material part hereof, embodies the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements with respect thereto. This Agreement may be modified or terminated only by the mutual agreement of all Parties hereto or owning all affected Parcels (or any portion thereof) affected hereby, their successors and assigns, evidenced by a writing in recordable form.

8. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns and legal representatives, including the agents, invitees, servants, employees, contractors or subcontractors of the Owner as provided herein.

9. **Waiver.** The failure of the Town to insist upon the strict performance of any of the provisions of this Agreement shall not be deemed a waiver of any of the Town's rights or remedies with respect to any subsequent default or breach.

10. **Jurisdiction.** The Parties agree that this Agreement shall be governed and construed in accordance with the laws of the State of New York and that the venue for any action or proceeding upon this Agreement will be the Supreme Court, County of Rensselaer, State of New York.

11. **Severability.** The provisions of this Agreement are severable, and it is the intention of the Parties that if this Agreement cannot take effect in its entirety because of a final judgment of any court of competent jurisdiction holding invalid any part or parts thereof, the remaining provisions of the Agreement shall be given full force and effect as completely as if the part or parts held invalid have not been included herein.

12. **Gift or Dedication.** Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Property to the general public, it being the intention of the Parties that this Agreement shall be strictly limited to and for the purposes herein expressed.

13. **Counterparts.** This Agreement may be executed in separate counterparts by each of the Parties and the total of the executed counterparts shall be deemed one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Sidewalk Easement and Maintenance Agreement to be effective as of the Effective Date.

OWNER:

Scannell Properties #508, LLC
an Indiana limited liability company

By: Scannell Properties Management, LLC
an Indiana limited liability company
its Manager

By: _____
Marc D. Pflieger, Manager

TOWN:

Town of Schodack

By: _____
David Harris, Supervisor

STATE OF)
) ss.:
COUNTY OF)

On the day of _____ in the year 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared **Marc D. Pflging**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

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

On the day of _____ in the year 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared **David Harris**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

EXHIBIT 1

DESCRIPTION OF PROPERTY

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Schodack, County of Rensselaer, and State of New York, more particularly bounded and described as follows:

BEGINNING at a found iron rod on the south line of NYS Route 150 (SH 1422), said point being the northeast corner of lands conveyed to Timothy P. Conlin by deed and recorded in the Rensselaer County Clerk's Office in Liber 7274 of Deeds at page 163; thence along the south line of NYS Route 150 (SH 1422) the following four courses and distances:

North 89°54'17" East, a distance of 182.24' to a concrete NYSDOT monument; thence, North 58°15'16" East, a distance of 558.13' to a concrete NYSDOT monument; thence, North 80°21'54" East a distance of 353.79' to a concrete NYSDOT monument; thence, North 85°59'09" East, a distance of 384.98' to a point, said point being the northwest corner of lands conveyed to Domans, LLC by deed and recorded in the Rensselaer County Clerk's Office in Liber 1206 of Deeds at page 189; thence along the lands of Domans, LLC the following six courses and distances:

South 31°59'28" East, a distance of 289.17 to a point; thence, upstream along the centerline of the intermittent stream as it twists and turns along the following four courses and distances:

South 08°19'39" West, a distance of 154.73' to a point; thence, South 17°51'53" West, a distance of 141.05' to a point; thence, South 15°13'56" West, a distance of 87.41' to a point; thence, South 13°15'11" West, a distance of 74.88' to a point; thence,

South 08°24'21" East, a distance of 170.86' to an iron rod at the northeast corner of lands of Van Hoesen Station, LLC (8322/254); thence, South 52°25'21" West and along the division line between the lands of Van Hoesen Station, LLC and Snook Materials Group, LLC, a distance of 2503.29' to a point on the east line of Interstate Route 90; thence along the east line of Interstate Route 90 the following four courses and distances:

North 20°04'41" West, a distance of 289.12' to a concrete NYSDOT monument; thence, North 07°34'00" East and through a concrete NYSDOT monument, a distance of 905.79' to a concrete NYSDOT monument; thence, North 30°54'29" West, a distance of 46.23' to a concrete NYSDOT monument; thence, North 62°47'03" East, a distance of 73.42' to the lands of Timothy P. Conlin (7274/163); thence along be division line between the lands of Timothy P. Conlin and Snook Materials Group, LLC, the following eleven courses and distances:

North 87°22'03" East, a distance of 55.60' to a point; thence, North 21°25'20" East, a distance of 35.00' to a point; thence,

South 82°13'28" East, a distance of 143.80' to a found rebar; thence,
North 60°47'32" East, a distance of 94.50' to a found rebar; thence,
North 84°30'32" East, a distance of 68.60' to a found iron pipe;
South 83°07'28" East, a distance of 100.80' to a found iron pipe; thence,
North 41°07'32" East, a distance of 106.90' to a found iron pipe; thence,
North 20°54'32" East, a distance of 110.00' to a found iron pipe; thence,
North 11°34'32" East, a distance of 87.60' to a found iron pipe; thence,
North 11°30'28" West, a distance of 370.80' to a found iron pipe; thence,
North 36°25'28" West, a distance of 91.82' to the point and place of beginning.

Containing 55.978 Acres of land, more or less.

11

Dawne Kelly

From: Christopher Longo <clongo@empireeng.net>
Sent: Friday, March 18, 2022 3:35 PM
To: Dawne Kelly
Subject: FW: 171 Miller Road
Attachments: Site Development App - Signed.pdf; 171 Miller Road Sketch Plan 3-18-22.pdf; Larned Clean Letter.pdf; Certificate of Insurance for Town of Schodack, New York.pdf

From: Christopher Longo
Sent: Friday, March 18, 2022 3:32 PM
To: dawne@schodack.org
Subject: FW: 171 Miller Road

If you could let me know if this is received.

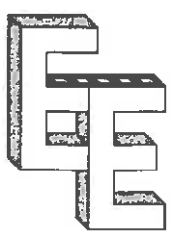
Thanks,
Chris

From: Christopher Longo
Sent: Friday, March 18, 2022 3:30 PM
To: dawnekelly@schodack.org
Cc: dlarned@wmlarned.com; ggalkiewicz@leroyholding.com; Gary@schodack.org
Subject: 171 Miller Road

Dawne,

As we discussed last week, please find the initial sketch plan and application for the proposed filling/grading at 171 Miller Road, classified by the Town as a sanitary landfill. We would respectfully request placement on the March 24th Town Board agenda for an initial presentation of the project. If there are any questions or you require additional information please feel free to reach out.

Thanks,
Chris



Christopher Longo, PE
Empire Engineering, PLLC
1900 Duanesburg Road
Duanesburg, NY 12056
Cell: (518) 858-4117
www.empireeng.net

The information contained herein and any attachments is intended only for the use of the named individual or entity and may contain information that is privileged and/or confidential. Any disclosure, reproduction or dissemination of this message to a person or entity other than the recipient is prohibited.

Christopher Longo

From: D Larned <dlarned@wmlarned.com>
Sent: Sunday, March 20, 2022 11:44 AM
To: Christopher Longo
Subject: Fwd: Exit 10

Donald P Larned
William M Larned & Sons
518-526-8610 Cell
518-374-6961 Office

From: McCredy, Ross S (DEC) <Ross.McCredy@dec.ny.gov>
Sent: Sunday, March 20, 2022 11:42:52 AM
To: D Larned <dlarned@wmlarned.com>
Subject: Re: Exit 10

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Donald,

was passed along your message from Jon Whitcomb. The virgin brown clay being used as fill would be considered an exempt material under our Part 360 regulations, so nothing would be needed on our end. Thanks for checking with us though, we appreciate it.

Patrick Connally covers Rensselaer County Permits if you have any additional questions regarding permits. His contact is Patrick.connally@dec.ny.gov

Thanks,

Ross McCredy

Engineering Geologist, Division of Materials Management

New York State Department of Environmental Conservation

1130 N. Westcott Road, Schenectady, NY 12306

P: (518) 357-2391 | F: (518)357-2398 | Ross.McCredy@dec.ny.gov

www.dec.ny.gov |



From: D Larned <dlarned@wmlarned.com>
Sent: Thursday, March 17, 2022 10:38 AM

Christopher Longo

From: D Larned <dlarned@wmlarned.com>
Sent: Sunday, March 20, 2022 11:44 AM
To: Christopher Longo
Subject: Fwd: Exit 10

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William M Larned & Sons
518-526-8610 Cell
518-374-6961 Office

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Thanks,

Ross McCredy

Engineering Geologist, Division of Materials Management

New York State Department of Environmental Conservation

1130 N. Westcott Road, Schenectady, NY 12306

P: (518) 357-2391 | F: (518)357-2398 | Ross.McCredy@dec.ny.gov

www.dec.ny.gov |  | 

From: D Larned <dlarned@wmlarned.com>
Sent: Thursday, March 17, 2022 10:38 AM



SITE DEVELOPMENT PERMIT APPLICATION

Town of Schodack
Building Department
Town Hall 3rd Floor, 265 Schuurman Rd.
Castleton, NY 12033

Town Supervisor
David B. Harris

Phone (518) 477-7940
Fax (518) 477-7983
www.schodack.org

Permit No. _____

APPLICATION IS HEREBY MADE to the Building Department for the issuance of a Site Development Permit for alteration of existing land, as herein described. The applicant or owner agrees to comply with all applicable laws, ordinances, regulations and all conditions expressed on this application which are part of these requirements, and also will allow inspectors to enter the premises for the required inspections.

APPROVED / DENIED
OFFICE USE ONLY

ADDRESS OF SUBJECT PROPERTY

171 Miller Road Castleton NY 12033
Number Street City State Zip

Tax Map No. (Required - This can be found on your Tax Bill) 178.-4-55.2

Zoning District R-40 Lot Size 6.66 Ac Occupancy Classification Res Commercial Residential

Specify Work To Be Done Filling & Grading

Existing Use Residential Intended Use Residential

Applicants Name Glenn Galkiewicz E-Mail ggalkiewicz@leroyholding.com

Address 171 Miller Road Castleton NY 12033
Number Street City State Zip

Phone (Home) 518-477-5100 (Cell) 518-429-0463 (Fax)

Property Owner(s) Name Same as applicant E-Mail

Address _____
Number Street City State Zip

Phone (Home) _____ (Cell) _____ (Fax) _____

General Contractor WM Larned & Son E-Mail DLarned@wmlarned.com

Address 544 Burdeck St Schenectady NY 12306
Number Street City State Zip

Phone (Work) 518-374-6961 (Cell) 518-526-8610 (Fax)

THE GENERAL CONTRACTORS CURRENT CERTIFICATE OF WORKERS COMPENSATION (form C-105.2, U26.3 or CE-200) AND GENERAL LIABILITY INSURANCE (ACCORD Form) ARE REQUIRED TO BE ON FILE (Town of Schodack must be certificate holder) WITH THIS OFFICE PRIOR TO ISSUANCE OF A BUILDING PERMIT

IF WORK IS DONE BY THE HOME OWNER, THIS OFFICE REQUIRES A COPY OF THE DECLARATION PAGE FROM THE HOME OWNERS INSURANCE POLICY

OFFICE USE ONLY	
Fee Amount \$ _____	Date Paid / Check Number _____
Application of _____	Dated _____
Is hereby Approved <input type="checkbox"/>	Denied <input type="checkbox"/>
Reason for DENIAL of permit _____	
Proposed Use _____	
Date _____	Code Enforcement Official _____

THIS PERMIT EXPIRES (6) SIX MONTHS FROM DATE ISSUED



1175 Hoosick Road, Troy, NY 12180
Phone: 518-279-3967 Fax: 518-279-3968

An E.E.O. Employer
rifenburgcontractingcorp.com

"Our Mission is to Safely and Productively deliver the highest Quality solutions to our clients"

March 18, 2022

Don Larned
William M. Larned & Sons, Inc
544 Burdeck Street
Schenectady, NY 12306

Don:

Rifenburg Contracting Corp. (RCC) is working on an approved construction project located at 125 Vista Boulevard, Slingerlands, NY 12159. As part of this project excavation is required to meet the proposed grades which results in an export of onsite material. We are hauling off this material which consists of brown clay with no known contaminants.

If you need any other information please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read 'Patrick McCarthy', written over a horizontal line.

Patrick McCarthy
Rifenburg Contracting Corp



3 Oakland Avenue, Menands, NY 12204
TEL 518.434.8128 FAX 518.434.0217 WEB mohawkhumane.org

(12)
2022-191

March 9, 2022

Town of Schodack
Town Offices
265 Schuurman Rd.
Castleton, NY 12033

Attn: Mr. David Harris
CC: Debra Curtis
Re: Amendment to 2022 Animal Sheltering Agreement

Mr. David Harris,

It has come to our attention that your municipality has not enacted the three day redemption period for cats. As such, we must amend our 2022 agreement and increase the legal required redemption period to five (5) days, rather than three (3) for any cat brought to the Mohawk Hudson Humane Society for housing by a municipal agent. If your municipality chooses to enact the reduced redemption period via local law or ordinance, we will amend again accordingly. Further, in accordance with law, there will be just one holding period for cats and we will no longer differentiate between identified and unidentified cats in our redemption period agreement. The language that has caused this need for an amended agreement can be found in Agriculture and Markets Law, Article 7, Sections 7a and 8, and Article 26, Section 374.2. As such, we propose the enclosed amendment to our existing agreement.

Please review the enclosed amendment and once signed and duly executed, remit to MHHS by no later than 3/31/2022. A duly executed copy signed by a MHHS representative will then be returned to you for your records.

Sincerely,

A handwritten signature in black ink, appearing to read "Ashley Bouck", written in a cursive style.

Ashley Jeffrey Bouck
Chief Executive Officer

Mohawk Hudson Humane Society
3 Oakland Avenue
Menands, NY 12204

ajbouck@mohawkhumane.org
518-434-8128 ext. 202

AMENDMENT TO THE AGREEMENT
BY AND BETWEEN
TOWN OF SCHODACK AND
MOHAWK HUDSON HUMANE SOCIETY
FOR THE PROVISION OF
ANIMAL SHELTER SERVICES

This Amendment made _____, 2022 (hereinafter referred to as the "EFFECTIVE DATE") by and between the TOWN OF SCHODACK, and MOHAWK HUDSON HUMANE SOCIETY, a domestic not-for-profit corporation with its principal place of business at 3 Oakland Avenue, Menands, Albany, New York 12204 (hereinafter referred to as "SOCIETY"). The TOWN OF SCHODACK and SOCIETY may collectively be referred to as the "Parties," or individually as a "Party."

WITNESSETH

WHEREAS, the Parties entered into an Agreement effective January 1, 2022 (hereinafter referred to as the "Agreement"), which is incorporated herein and made a part hereof, wherein SOCIETY agreed to provide animal shelter services to the TOWN OF SCHODACK pursuant to Article 7 of the New York State Agriculture and Markets Law; and

WHEREAS, the Parties desire to modify Article I-b of the Agreement, to alter the redemption period for cats seized by the TOWN OF SCHODACK, increasing the agreed to redemption period to the legally required five (5) days,

NOW, THEREFORE, THE PARTIES HERETO, IN CONSIDERATION OF THE MUTUAL COVENANTS SET FORTH IN THIS AMENDMENT, AGREE TO MODIFY THE AGREEMENT AS FOLLOWS:

1. Article I-b shall be hereby be modified to read as follows:

STRAY AND "AT LARGE" ANIMALS

The Society will provide and maintain a municipal shelter for dogs seized under Section 117 of the Law and local Municipal laws or ordinances, as well as stray or at large dogs and cats brought to the Society by Officers and residents of the Municipality. The Society will properly care for all dogs and cats in its care, and will make available for adoption, transfer, or will humanely euthanize seized dogs and cats not redeemed as provided for in the Law and the rules and regulations promulgated by the New York State Department of Agriculture and Markets pursuant thereto.

The redemption period for an owner of identified dogs (those bearing a municipal license tag or a registered microchip) is seven (7) days if notice is provided to the identified owner in person or nine (9) days if served upon the identified owner by mail all as required by the Law. The redemption period is five (5) days for dogs not bearing a municipal license tag or registered microchip (unidentified). The redemption period for

cats is (5) days. The first day of the redemption period for such seized animals begins at 12:00 am on the day after the animal is seized. The time periods referenced herein are collectively referred to herein as the "Redemption Period".

The Municipality agrees that promptly upon seizure, the seizing officer will examine the seized animal for all forms of identification, including but not limited to, tags, microchips, tattoos, or licenses, and notify any identified owner that their dog has been seized, the location of impoundment, and how many days they have to redeem the dog, pursuant to the Law. The seizing officer will notify the Society of the method of notification and the date which notification was given or served pursuant to the Law.

2. Unless otherwise stated herein, all of the terms of the Parties' Agreement shall remain in full force and effect.
3. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Any facsimile or electronically transmitted copies hereof or signature hereon shall, for all purposes, be deemed originals.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed on the day and year first written above.

TOWN OF SCHODACK

MOHAWK HUDSON HUMANE SOCIETY

Municipal Officer Signature

Ashley Jeffrey Bouck
Chief Executive Officer

Municipal Officer Print Name & Title

Date: _____

Date: _____

AMENDMENT TO THE AGREEMENT
BY AND BETWEEN
TOWN OF SCHODACK AND
MOHAWK HUDSON HUMANE SOCIETY
FOR THE PROVISION OF
ANIMAL SHELTER SERVICES

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IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed on the day and year first written above.

TOWN OF SCHODACK

MOHAWK HUDSON HUMANE SOCIETY

Municipal Officer Signature

Ashley Jeffrey Bouck
Chief Executive Officer

Municipal Officer Print Name & Title

Date: _____

Date: _____

2021 AMBULANCE COMPANY POSTING CERTIFICATION FORM SERVICE AWARD PROGRAM

Town of Schodack
Castleton Volunteer Ambulance Association

NOTICE TO VOLUNTEERS

You have 30 days from the date on which the approved listing was posted (noted below) to review your points and service information. In the event that the information on the listing does not match your records, first notify the person noted below. If your appeal is not satisfactorily resolved, you must send a written appeal to the Sponsoring Board.

To comply with New York State Law, after the 2021 points listing has been approved by the governing board of the Town of Schodack, it must be posted in the Ambulance Company's principal headquarters for a period of at least 30 days. Please have the person responsible for compiling the points and/or prior service enter their name and contact information on the form below, and enter the date on which the listing and this form were first posted. When the 30-day posting period is complete, please sign the bottom section of this form and enter the date the list was removed. Then please return the entire Data Request Package to the Town of Schodack for final authorization.

This section must be completed by the person responsible for compiling the points:

Janice D. Dikant
Name
jdikant65@aol.com
E-mail address

President
Title/LOSAP OFFICER
(518) 944-3165
Phone number

Date the approved listing was posted: 2/12/22

Date the approved listing was removed: 3/14/22

POSTING CERTIFICATION

When the 30-day posting period is complete, please enter the date on which the listing was removed (above) and sign (below). Please forward the entire 2021 Data Request Package to the Town Board for final approval.

I hereby certify that the approved listing was posted for no less than 30 days.

No changes were made to the listing.

Changes have been made to the listing and an explanation is attached.

Janice D. Dikant
Signature

3-14-2022
Date

Dawne Kelly

From: Charles Peter
Sent: Wednesday, March 23, 2022 1:46 PM
To: Dawne Kelly
Subject: FW: Little Library

From: Clare <cfabozzi@nycap.rr.com>
Sent: Wednesday, March 23, 2022 12:38 PM
To: Charles Peter <charles.peter@schodack.org>
Subject: Little Library

Hi Charles,

I have attached a few pictures of little library ideas. The one my husband builds will be similar to one of these. It will have a shingled roof, one shelf to accommodate two rows of books, ventilation holes in the bottom to minimize moisture, a plexiglass door for safety, and a magnetic closure.

It would stand on a 4x4 pressure treated post secured in concrete as we discussed.

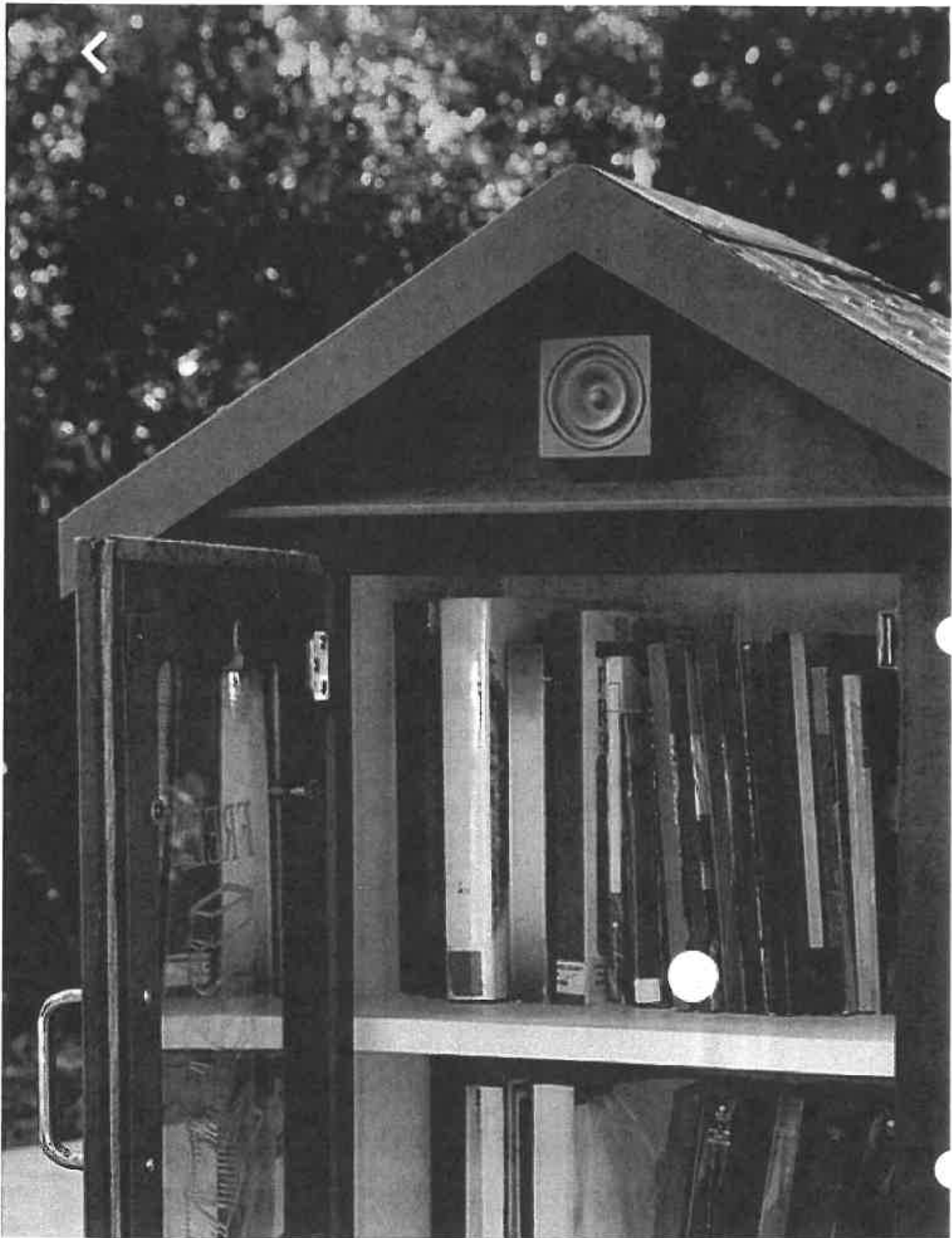
I thought a small plaque with "Schodack Children's Sharing Library" would be appropriate.

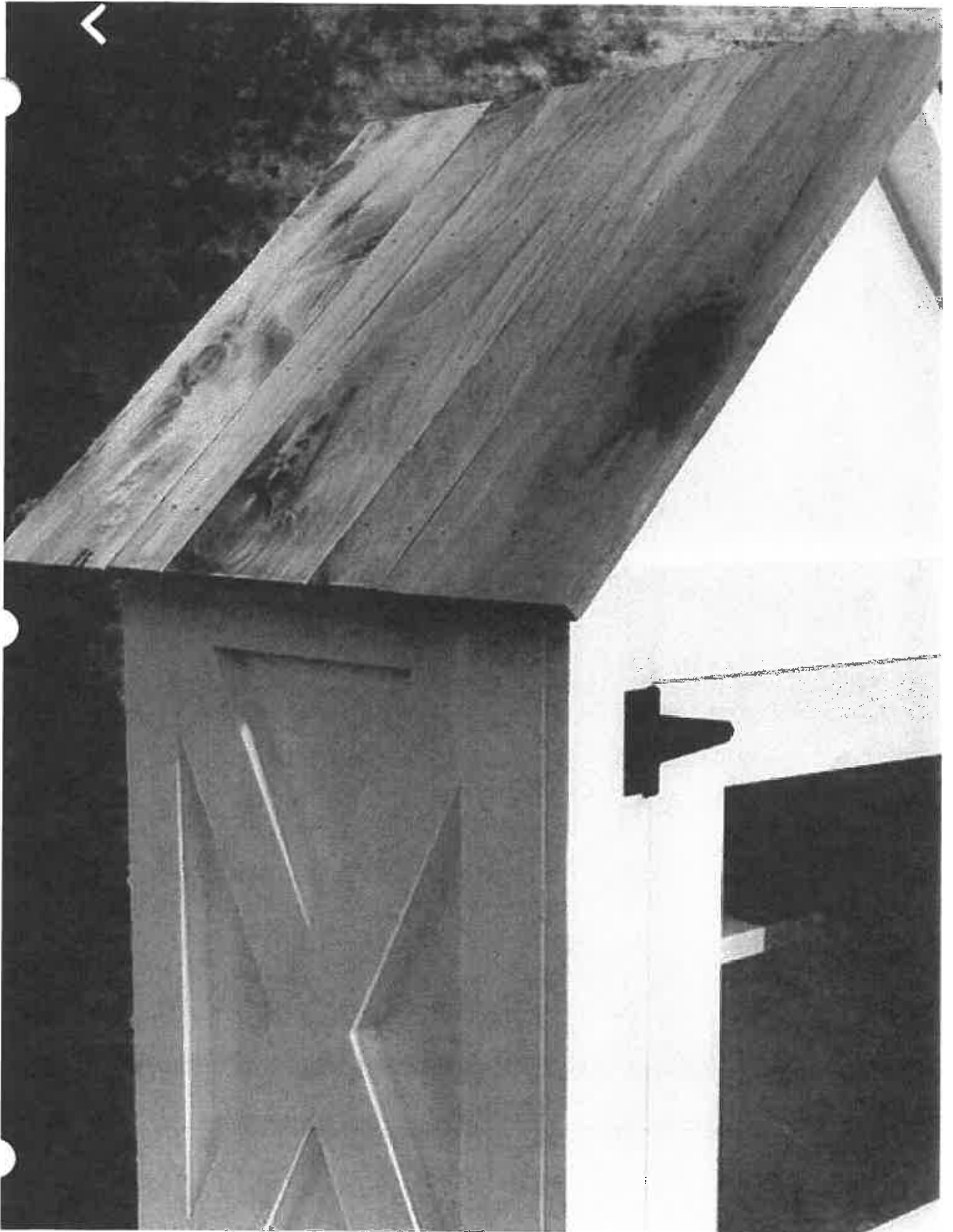
My husband and I will gladly cover all the building costs as a donation to our community.

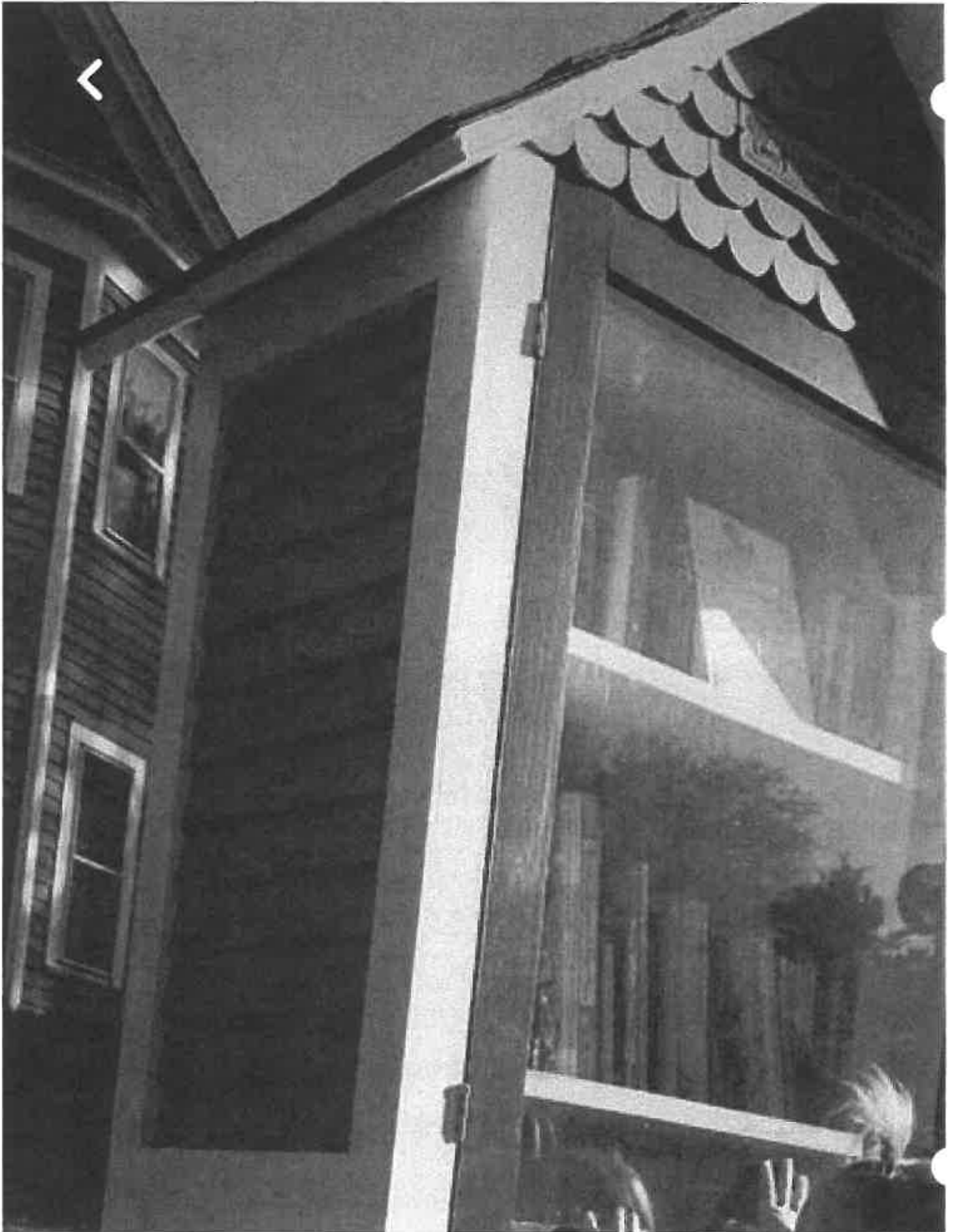
I am eager to hear from you after the board meeting, so we can move forward with this project.

Thank You,

Clare Fabozzi







DRAFT – Updated 02/13/2019

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

Section 1 – Legislative Intent and Purpose

The Town Board finds that the Town’s current code of ethics enacted pursuant to [cite] does not sufficiently meet adequate standards of municipal ethics. It is, therefore, the intent of this local law to amend the current code of ethics by supplanting it with a new code of ethics.

The purpose of this code is to establish minimum standards of conduct for officials and employees of the Town to ensure that, among other things, the business of Town government is free from improper influence that may result from opportunities for private gain. This code is intended to facilitate consideration of potential problems before they arise and to enhance the accountability of the Town government to residents. More specifically, this code is designed:

- to establish transparent frameworks for government officials with respect to official actions and other decision-making processes;
- to ensure transparency and ethical conduct by government employees and officials;
- to promote and foster public trust and citizen confidence in the administration of government; and
- to demonstrate a formal and codified commitment to ethical behavior by all government officials.

Officers and employees of the Town hold their positions to serve and benefit the public, and not for obtaining unwarranted personal or private gain in the exercise and performance of their official powers and duties. The Town recognizes that, in furtherance of this fundamental principle, there is a need for clear and reasonable standards of ethical conduct to prohibit acts or actions incompatible with the discharge of public duties in the best interests of the Town and its residents. This code establishes those standards.

Section 2 - Definitions

(a) “Board” or “board members” means the governing board of a Town and any Town administrative board (*e.g.*, planning board, zoning of board of appeals, etc.), commission, or other agency or body comprised of two (2) or more Town officers or employees.

(b) “Code” means this Schodack Town Code of Ethics.

(c) “Confidential information” is information that at the time of its disclosure or use by a Town official is not generally available to the public or is exempt from disclosure by state or federal statute

(d) “Interest” means a direct or indirect financial or material benefit, but does not include any benefit arising from the provision or receipt of any services generally available to the residents or taxpayers of the Town or an area of the Town, or a lawful class of such residents or taxpayers. A Town officer or employee is deemed to have an interest in any private organization when he or

she or a relative is an owner, partner, member, director, officer, employee, or directly or indirectly owns or controls more than 5% of the organization's outstanding stock.

(e) "Town" means the Town of Schodack.

(f) "Town officer or employee" means a paid or unpaid officer, employee, or appointed independent contractor of the Town of Schodack, including, but not limited to, the members of any Town board.

(g) "Recusal" means that the official shall not be present, deliberate, vote or participate in any way in a matter in which they or a relative has an interest. When an official recuses himself or herself, they may not provide input from the audience as a member of the public.

(h) "Relative" means a spouse, domestic partner, parent, step-parent, sibling, step-sibling, sibling's spouse, child, step-child, or household member of a Town officer or employee, and individuals having any of these relationships to the spouse/domestic partner of the officer or employee.

Section 3 - Applicability

This code applies to the officers and employees of the Town, and shall supersede any prior code. The provisions of this code shall apply in addition to all applicable state and local laws relating to conflicts of interest and ethics, including, but not limited to, Article 18 of the New York General Municipal Law and all rules, regulations, policies, and procedures duly adopted by the Town.

Section 4 - Prohibition on Use of Town Position for Personal or Private Gain

No Town officer or employee shall use his or her Town position or official powers and duties to secure a financial or material benefit for himself or herself, a relative, or any private organization in which he or she has a reported interest.

Section 5 - Disclosure of Interest in Legislation and Other Matters

(a) Whenever a matter requiring the exercise of discretion comes before a Town officer or employee, either individually or as a member of a board, and disposition of the matter could result in a direct financial or material benefit to himself or herself, a relative, or any private organization in which he or she is deemed to have an interest, the Town officer or employee shall disclose in writing the nature of the interest.

(b) The disclosure shall be made when the matter requiring disclosure first comes before the Town officer or employee, or when the Town officer or employee first acquires knowledge of the interest requiring disclosure, whichever is earlier.

(c) In the case of a person serving in an elective office, the disclosure shall be filed with the Town Board. In all other cases, the disclosure shall be filed with the person's supervisor or, if the person does not have a supervisor, the disclosure shall be filed with the Town Clerk, and with the Town officer, employee, or board having the power to appoint to the person's position.

(d) In the case of a person serving on a Town board, a copy of the disclosure shall be filed with that board. Any disclosure made to a board shall be made publicly at a meeting of the board and must be included in the minutes of the meeting.

Section 6 - Recusal and Abstention

(a) No Town officer or employee may participate in any decision or take any official action with respect to any matter requiring the exercise of discretion, including discussing the matter and voting on it, when he or she knows or has reason to know that the action could confer a direct or indirect financial or material benefit on himself or herself, a relative, or any private organization in which he or she is deemed to have an interest.

(b) Any Town officer or employee exercising the right to recuse and/or abstain shall state the reason on the record before the board or agency of which he or she is a member.

(c) In the event that this section prohibits a Town officer or employee from exercising or performing a power or duty:

(1) if the power or duty is vested in a Town officer as a member of a board, then the power or duty shall be exercised or performed by the other members of the board; or

(2) if the power or duty is vested in a Town officer individually, then the power or duty shall be exercised or performed by his or her deputy. If the officer does not have a deputy, the power or duty shall be performed by another person to whom the supervisor may lawfully delegate the function; or

(3) if the power or duty is vested in a Town employee, he or she must refer the matter to his or her immediate supervisor, and the immediate supervisor shall designate another person to exercise or perform the power or duty.

Section 7 - Prohibition Inapplicable; Disclosure, Recusal, and Abstention not Required

(a) This code's prohibition on use of a Town position (section "4" hereof), disclosure requirements (section "5" hereof), and requirements relating to recusal and abstention (section "6" hereof), shall not apply with respect to the following matters:

(1) adoption of the Town's annual budget;

(2) any matter requiring the exercise of discretion that directly affects any of the following groups of people or a lawful class of such groups:

(i) all Town officers or employees;

(ii) all residents or taxpayers of the Town or an area of the Town;

(iii) the general public; or

(iv) any matter that is required by law, executive order or mandate.

(b) Recusal and abstention shall not be required with respect to any matter:

(1) which comes before a board when a majority of the board's total membership would otherwise be prohibited from acting by section "6" hereof;

(2) which comes before a Town officer when the officer would be prohibited from acting by section "6" hereof and the matter cannot be lawfully delegated to another person.

Section 8 - Interests in Conflict with Official Duties

(a) No Town officer or employee may acquire:

(1) Interests that can be reasonably expected to require more than excessive recusal and abstention under Section "6" hereof.

(b) The Supervisor, Town Board, Comptroller, or their deputies may not have interest in any bank, trust company, or other financial institution named as a depository.

(c) This section does not prohibit a Town officer or employee from acquiring any other interests or real property located within the Town and used as his or her personal residence or for any other uses.

Section 9 - Private Employment in Conflict with Official Duties

No Town officer or employee, during his or her tenure as a Town officer or employee, may engage in any private employment, including the rendition of any business, commercial, professional or other types of services, when the employment:

(a) can be reasonably expected to require more than excessive recusal and abstention pursuant to section "6" hereof;

(b) can be reasonably expected to require disclosure or use of confidential information gained by reason of serving as a Town officer or employee;

(c) requires representation of a person or organization other than the Town in connection with litigation, negotiations or any other matter to which the Town is a party. In addition, no Town officer or employee may receive or enter into any agreement, express or implied, for compensation for services to be rendered in relation to any matter before any Town board or agency of which he is an officer, member, or employee, or of any municipal agency over which he has jurisdiction or to which he has the power to appoint any member, officer or employee; or receive, or enter into any agreement, express or implied, for compensation for services to be rendered in relation to any matter before any board or agency of the Town, whereby his compensation is to be dependent or contingent upon any action by such board or agency with respect to such matter, provided that this paragraph shall not prohibit the fixing at any time of fees based upon the reasonable value of the services rendered.

Section 10 - Future Employment

(a) No Town officer or employee may ask for, pursue, or accept a private post-government employment opportunity with any person or organization that has a matter requiring the exercise of discretion pending before the Town officer or employee, either individually or as a member of a board, while the matter is pending or within a one year period following the final disposition of the matter.

(b) No Town officer or employee, for a two year period after serving as a Town officer or employee, may represent or render services to a private person or organization in connection with any matter involving the exercise of discretion before the Town office, board, department, or comparable organizational unit for which he or she serves. Additionally, the organizational unit for which the former Town employee served shall refuse to entertain the former employee if they seek to represent or render services to a private person or organization in connection with any matter involving discretion before that organizational unit for a two year period.

(c) No Town officer or employee, at any time after serving as a Town officer or employee, may represent or render services to a private person or organization in connection with any particular transaction in which he or she personally and substantially participated while serving as a Town officer or employee. Additionally, the Town, or organizational unit in which the Town officer or employee served, shall refuse to entertain the former employee if they seek to represent or render services to a private person or organization in connection with any particular transaction in which he or she personally and substantially participated while serving as a Town officer or employee.

Section 11 - Personal Representations and Claims Permitted

This code shall not be construed as prohibiting a Town officer or employee from:

(a) representing himself or herself, or his or her spouse or minor children before the Town;
or

(b) asserting a claim against the Town on his or her own behalf, or on behalf of his or her spouse or minor children.

Section 12 - Use of Town Resources

(a) Town resources shall be used for lawful Town purposes. Town resources include, but are not limited to, real property, personnel, money, vehicles, equipment, materials, supplies or other property owned or retained by the Town.

(b) No Town officer or employee may use or permit the use of Town resources for personal or private purposes, but this provision shall not be construed as prohibiting:

(1) any use of Town resources authorized by law or written Town policy;

(2) the use of Town resources for personal or private purposes when provided to a Town officer or employee as part of his or her compensation;

(3) the occasional and incidental use during the business day of Town telephones and computers for necessary personal matters such as family care and changes in work schedule; or

(4) the occasional or incidental use when special circumstances necessitate, providing the employee has prior approval of their direct supervisor.

(c) No Town officer or employee shall cause the Town to spend more than is reasonably necessary for transportation, meals or lodging in connection with official travel, in accordance with Town policy.

Section 13 - Interests in Contracts

No Town officer or employee shall have an interest in any contract with the Town, when such officer or employee, individually or as a member of a board, has the power or duty to:

(a) negotiate, prepare, authorize or approve the contract or authorize or approve payment of the contract;

(b) any Town officer or employee who has, will have, or later acquires an interest in any actual or proposed contract with the Town shall publicly disclose the nature and extent of such interest in writing to the Board of Ethics as soon as he has knowledge of such actual or prospective interest. Such written disclosure shall be made part of and set forth in the official record of the proceedings of the Board of Ethics. Once disclosure has been made by an officer or employee with respect to an interest in a contract with a particular person, firm, corporation or association, no further disclosures need to be made by such officer or employee with respect to additional contracts with the same party during the remainder of the fiscal year.

Section 14 – Nepotism

Except as otherwise required by law:

(a) No Town officer or employee, either individually or as a member of a board, may participate in any decision specifically to appoint, hire, promote, discipline or discharge a relative for any position at, for, or within the Town or a Town board.

(b) Town board members shall recuse themselves from deliberations and abstain from voting on items pertaining to their relatives.

(c) Elected officials' spouse/domestic partner, sibling, child(ren)/step-child(ren), brother/sister-in-law, or son/daughter-in-law shall not be hired or appointed to any position in the Town during the elected officials' term in office where such elected official would be a direct supervisor of the person hired or appointed in such position.

(d) Nothing contained herein shall prevent those Town officers and employees who, as of the effective date of this Code of Ethics currently serve the Town, from continuing to do so. Those persons shall be grandfathered in and allowed to remain in their current positions.

(e) Whenever a relative of a Town officer seeks seasonal employment, the potential appointment will be forwarded to the Human Resources official for final review to assure compliance with the Town's current hiring guidelines. Seasonal employment shall be defined as employment for not more than fourteen (14) weeks per calendar year regardless of the number of hours per week the seasonal employee works.

(f) Whenever a relative of a Town officer or employee would be appointed based on their reachable status for selection from an appropriate civil service eligibility list; the potential appointment will be forwarded to the Human Resources official for final review to assure compliance with the Town's current hiring guidelines.

(g) No Town officer or employee may directly supervise a relative in the performance of the relative's official powers or duties unless the following conditions have been met:

(1) hiring or appointment guidelines of the Town have been observed;

(2) a non-related individual has been assigned as manager to conduct performance evaluations and recommend promotions or advancements.

Section 15 – Political Activity and Solicitations

(a) No Town officer or employee shall directly or indirectly compel or induce from another Town officer or employee any political contribution, whether by gift of money, service or other thing of value.

(b) No Town officer or employee may act or decline to act in relation to appointing, hiring or promoting, discharging, disciplining, or in any manner changing the official rank, status or compensation of any Town officer or employee, or an applicant for a position as a Town officer or employee, on the basis of the giving or withholding or neglecting to make any contribution of money or service or any other valuable thing for any political purpose.

(c) No Town officer or employee may engage in activities related to any political party while engaged in official Town business. Activities prohibited include fundraising, collecting signatures, and organizing meetings.

(d) No Town officer or employee shall engage in political campaign activities while engaged in official Town business.

(e) No Town officer or employee shall use Town resources for any political campaign or political activities.

(f) No Town officer or employee shall request or require a subordinate by a third party to attend political functions, sign political forms or petitions, or otherwise engage in activities for a political party during their normal business hours or while acting as a representative of the Town.

(g) This section should not be construed to limit the right of Town officers or employees to engage in political dialogues, discussions, or express political opinions and views.

(h) No elected member of a county, state or federal legislative body may be appointed to serve as attorney or member of the Planning Board, Zoning Board of Appeals, or Board of Ethics.

(i) This section shall not apply to any position of employment in the Town made possible by any act of Congress or of the legislature appropriating, or authorizing the appropriation of funds for work relief or relief purposes.

Section 16 - Confidential Information

(a) No Town officer or employee who acquires confidential information in the course of exercising or performing his or her official powers or duties may disclose or use such information unless the disclosure or use is required by law or in the course of exercising or performing his or her official powers and duties.

(b) No Town officer or employee who acquires confidential information in the course of exercising or performing his or her official powers or duties shall use that information to further their own business, professional, or political career, or that of a relative.

Section 17 - Gifts

(a) No Town officer or employee shall solicit, accept or receive a gift in violation of § 805-a (1) (a) of the New York General Municipal Law as interpreted in this section.

(b) No Town officer or employee may accept or receive any gift, or multiple gifts from the same donor, having an annual aggregate value of one hundred dollars or more when:

(1) the gift reasonably appears to be intended to influence the officer or employee in the exercise or performance of his or her official powers or duties;

(2) the gift could reasonably be expected to influence the officer or employee in the exercise or performance of his or her official powers or duties; or

(3) the gift is intended as a reward for any official action on the part of the officer or employee.

(c) For purposes of this section, a "gift" includes anything of value, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form. The value of a gift is the gift's fair market value, determined by the retail cost of the item or a comparable item. The fair market value of a ticket entitling the holder to food, refreshments, entertainment, or any other benefit is the face value of the ticket, or the actual cost to the donor, whichever is greater. Determination of whether multiple gifts from a single donor exceed one hundred dollars must be made by adding together the value of all gifts received from the donor by an officer or employee during the twelve-month period preceding the receipt of the most recent gift.

(d) A gift to a Town officer or employee is presumed to be intended:

(1) to influence the exercise or performance of his or her official powers or duties when the gift is from a private person or organization that seeks Town action involving the exercise of discretion by or with the participation of the officer or employee.

(2) as a reward for official action when the gift is from a private person or organization that has obtained Town action involving the exercise of discretion by or with the participation of the officer or employee during the preceding twelve months.

(e) This section does not prohibit any other gift, including:

(1) gifts made to the Town;

(2) gifts from a person with a family or personal relationship with the officer or employee when the circumstances make it clear that the personal relationship, rather than the recipient's status as a municipal officer or employee, is the primary motivating factor for the gift;

(3) gifts given on special occasions, such as marriage, illness, or retirement, which are reasonable and customary;

(4) unsolicited advertising or promotional material of little intrinsic value, such as pens, pencils, note pads, and calendars;

(5) awards and plaques having a value of one hundred dollars or less which are publicly presented in recognition of service as a Town officer or employee, or other service to the community; or

(6) meals and refreshments provided when a Town officer or employee is a speaker or participant at a job-related professional or educational conference or program and the meals and refreshments are made available to all participants.

Section 18 – Board of Ethics

(a) There is hereby established a Board of Ethics for the Town.

(1) The Board of Ethics shall consist of:

i. at least three (3) members, but no more than five (5) members, a majority of whom shall not be officers or employees of the Town, but at least one of whom must be a Town officer or employee; and

ii. two (2) alternate members for purposes of substituting for a member in the event such member is unable to participate because of a conflict of interest. Such alternate members shall serve for a term not to exceed two years.

(2) The terms of members of the board shall be for terms so fixed that the term of one member shall expire at the end of the calendar year in which such members were initially appointed. The terms of the remaining members shall be fixed so that one term shall expire at the end of each calendar year thereafter. At the expiration of the term of each member first appointed, his or her successor shall be appointed for a term which shall be equal in years to the number of members of the board, excluding alternate members. The terms of the members first appointed shall be determined by lot drawn by the Town Clerk in the presence of the Supervisor and at least one Town Board member selected by the Town Board.

(3) The members of the Board of Ethics must be residents of the Town.

(4) Town Board members and their relatives are ineligible to serve on the Board of Ethics,

(5) The members shall receive no salary or compensation for their services as members of the Board of Ethics.

(6) The members of such board shall not function as an officer (chairperson, vice chairperson, secretary, treasurer or other elected or appointed office holder) or committee member of a political party.

(7) Members of the Board of Ethics may be removed by the Town Board, after an opportunity to be heard, for among other things:

- i. violation of the Code of Ethics;
- ii. violation of the confidentiality of any person who files a complaint, is the subject of an investigation, or appears before the Board of Ethics;
- iii. conviction for a crime while serving on the board;
- iv. excessive absence from meetings of the Board of Ethics. "Excessive" is defined as missing more than 50% of the meetings in a calendar year;
- v. announcing a run for political office.

(b) The Board of Ethics shall render advisory opinions to the officers and employees of the Town. Such advisory opinions must be rendered pursuant to the written request of any such officer or employee under such rules and regulations as the Board of Ethics may prescribe. The Board of Ethics shall have the advice of legal counsel employed by the board, or if none, the Town's legal counsel, except in cases which such counsel has a conflict. In cases of a conflict of said attorney, the Town shall pass a resolution for the appointment of special counsel. In addition, the Board of Ethics may make recommendations with respect to the drafting and adoption of a code, or amendments thereto, upon the request of the Town Board.

(c) Receipt and Investigation of Complaints

(1) In addition to the other powers and duties granted to the Board of Ethics above, the board shall have the authority to receive from any person a written complaint alleging a violation by any officer or employee of the Town of the provisions of this article. The Board of Ethics may prescribe a form for such complaint. The written complaint must be signed and notarized, shall include the individual complainant's address, and set forth in reasonable detail and documentation, if any, the facts alleged to constitute the violation(s). Within fifteen (15) business days of receipt of a complaint, the Board of Ethics, by a member, shall send a written acknowledgement that the complaint has been received.

(2) The identity of individuals filing complaints with the board shall remain confidential to the extent possible. All proceedings and actions relating to any complaint received by the Board of Ethics, including interviews, reviews of documents and other evidence, and deliberations, shall be held in executive session.

(3) If the board, after reviewing the complaint, determines that it does not, on its face, state a violation of the code, it shall take no further action. If the board determines that the complaint alleges, on its face, a violation of the code, it shall inform the Town official or employee who is the subject of the complaint that a complaint has been filed and accepted for investigation, and shall make such investigation as it deems proper. If, after such investigation, it determines that there is inadequate proof, the board shall submit a report to the Town Board with its findings and a recommendation that no action be taken. In either case, the complainant shall be notified of the board's action.

(4) If the board determines, after review of the complaint and such further investigation as the board deems necessary, that a preponderance of the evidence shows that a violation of the Code of Ethics has occurred, the board shall prepare and submit to the Town Board a written report, setting forth the allegations in the complaint, a summary of the board's investigation, and the board's determination that adequate evidence exists that a violation of the Code of Ethics has occurred. A copy of the report shall be provided to the Town official or employee who is the subject of the report.

(5) If a complaint is received that is duplicative of a complaint already in front of the Board of Ethics, it may be combined into a single complaint. In order for a complaint to be deemed duplicative it must be:

- (a) against the same person;
- (b) for the same violation; and

(c) for the same circumstance. Repetitive violations whose only difference is the day or time at which they occurred will be considered duplicative.

Section 19 - Posting and Distribution

(a) The Supervisor must promptly cause a copy of this code, and a copy of any amendment to this code, to be posted publicly and conspicuously in each building under the Town's control. The code must be posted within ten days following the date on which the code takes effect. An

amendment to the code must be posted within ten days following the date on which the amendment takes effect.

(b) The Supervisor must promptly cause a copy of this code, including any amendments to the code, to be distributed to every person who is or becomes an officer and employee of the Town.

(c) Every Town officer or employee who receives a copy of this code or an amendment to the code must acknowledge such receipt in writing. Such acknowledgements must be completed annually prior to the first day of March or within 30 days after the enactment of a modified code. Such acknowledgments must be filed with the Town Clerk who must maintain such acknowledgments as a public record.

(d) The failure to post this code or an amendment to the code does not affect either the applicability or enforceability of the code or the amendment. The failure of a Town officer or employee to receive a copy of this code or an amendment to such code, or to acknowledge receipt thereof in writing, does not affect either the applicability or enforceability of the code or amendment to such code.

Section 20 - Enforcement

Any Town officer or employee who violates this code may be censured, fined, suspended or removed from office or employment.

Section 21 - Annual Report to the Town Board

By the fifteenth day of February, the Board of Ethics shall present to the Town Board an annual report of its activities for the prior year.

Section 22 – Repeal of Local Law No. [insert number]

Local Law No. [insert number] and any amendment hereto is hereby repealed.

Section 24 – Change of the Town Ethics Code

The Town ethics code is hereby replaced in its entirety by this local law as the Town Code of Ethics.

Section 25 – Effective Date

This local law shall be effective immediately upon filing with the New York State Secretary of State.