

WHEREAS, Section 104-b of the General Municipal Law (GML) requires every town to adopt internal policies and procedures governing all procurement of goods and services not subject to the formal bidding requirements of GML, §103 or any other law; and

NOW, THEREFORE, BE IT RESOLVED that the Town of Schodack does hereby replace the Procurement Policy adopted in 1992 and amended by Resolution No. 2010-281 and 2010-158 with the following:

**TOWN OF SCHODACK PROCUREMENT POLICY**

**GUIDELINE #1**

- Every prospective purchase of goods or services shall be evaluated to determine the applicability of General Municipal Law, §103. Every Town Officer, Board Member, Department Head or other personnel with the requisite purchasing authority (hereinafter "Purchaser") shall estimate the cumulative amount of the items of supply or equipment needed in a given year. That estimate shall include the canvass of other Town departments and past history to determine the likely annual value of the commodity to be acquired. Upon request, the Comptroller can calculate the cumulative amount of a particular commodity needed by all Town departments based on past history. The information gathered and conclusions reached shall be documented and kept with the file or other documentation supporting the purchase activity.

**GUIDELINE #2**

- All purchases of a) supplies or equipment which exceed \$20,000 in the fiscal year or b) public works contracts which exceed \$35,000 shall be formally bid pursuant to GML, §103.

**GUIDELINE #3**

- **ALL purchases of:**
  - Less than **\$1,500** is left to the discretion of the Purchaser, but written/fax/email quotes are preferred.
  - Less than **\$10,000** but greater or equal to **\$1,500** requires a written request for the goods and written/fax/email quotes from two vendors.
  - Less than **\$20,000** but greater or equal to **\$10,000** requires a written request for proposal (RFP) and written/fax/email quotes from three vendors.
- **All Estimated Public Works Contracts of:**
  - Less than **\$5,000** is left to the discretion of the Purchaser, but written/fax/email quotes are preferred.
  - Less than **\$15,000** but greater or equal to **\$5,000** requires a written request for proposal (RFP) and written/fax/email quotes from two contractors.
  - Less than **\$35,000** but greater or equal to **\$15,000** requires a written request for proposal (RFP) and written/fax/email quotes from three contractors.

**Any written RFP shall describe the desired goods, quantity, and particulars of delivery. The purchaser shall compile a list of all vendors/contractors from whom written/fax/email/oral quotes have been requested and the quotes offered. All information gathered in complying with the procedure of this guideline shall be filed with the documentation supporting the subsequent purchase or public works contract. All public works contracts must be in the manner approved by the Town Attorney.**

**GUIDELINE #4**

- The lowest responsible proposal or quote shall be awarded the purchase or public works contract unless the purchaser prepares a written justification providing adequate reasons why it is in the best interest of the town and its taxpayers to make an award to other than the lowest bidder. If a bidder is not deemed responsible, facts

supporting that judgement shall also be documented and filed with the record supporting the procurement or public works contract.

- Pursuant to GML §103, State Finance Law §163, the Town of Schodack may award purchase contracts which would otherwise be subject to the “lowest bidder” rule on the basis of best value to a responsive and responsible bidder or offeror. Factors that may be used to enact the “best value” option, where cost efficiency over time to award the good(s) or service(s) to other than the lowest bidder, are:
  - a) Lowest cost of maintenance for good(s), service(s), or professional service(s);
  - b) Durability of good(s), service(s) or professional services;
  - c) Higher quality of good(s), service(s), or professional services; or
  - d) Longer product life of good(s), service(s) or professional service.

#### **GUIDELINE #5**

- A good faith effort shall be made to obtain the required number of proposals or quotations. If the purchaser is unable to obtain the required number of proposals or quotations, the purchaser shall document the attempt made at obtaining the proposals or quotations. In no event shall the inability to obtain the proposals or quotations be a bar to the procurement.

#### **GUIDELINE #6**

- Except when directed by the Town Board, no solicitation of written proposals or quotations shall be required under the following circumstances:
  - Acquisition of professional services or services requiring special or technical skill, training, or expertise.
  - Emergency purchases pursuant to GML §103, where goods or services must be purchased immediately and a delay in order to seek alternate proposals may threaten public buildings, public property, or the life, health, safety, or welfare of the residents.
  - Sole source situations
  - Goods purchased under a Federal, State or County contract.
  - Goods purchased from agencies for the blind or severely handicapped.
  - Goods purchased from other governmental agencies including correctional facilities.
  - Goods purchased at auction
  - Goods purchased for less than \$1,500.00.
  - Public Works contracts for less than \$5,000.00.

#### **GUIDELINE #7**

- Pursuant to §103 (16) of the New York State General Municipal Law, the Town Board authorizes the purchase of apparatus, materials, equipment and supplies, and to contract for services related to the installation, maintenance or repair of those items, through the use of contracts let by the United States or any agency thereof, any state or any other political subdivision or district therein. The Contract must be made available for use by other governmental entities.

3

**TOWN OF SCHODACK  
EDUCATIONAL SEMINARS REQUEST**

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

Staff attending educational program: Nick DeFruscio

Name of Seminar/Conf./Course: NYS Building Officials Conference

Location (City, State) Albany, NY 12205

Dates of Seminar: October 24-26, 2016

Cost of Seminar: \$ 310.00

Travel Costs: Estimated Amount

Mileage (\$.55/ mile) X .64 \$ 10.12

Train/Bus/Plane X .55 \$

Town Vehicle \_\_ Y \_\_ X \_ N

Lodging:

# of Nights \_\_\_\_\_

Cost per night \$

Total Lodging Cost \$

Meals:

Included in seminar cost \_\_ X Y \_\_ N

Estimated cost if you answered no above \$

Total estimated cost to attend: \$ 310.00

Is the total cost budgeted? \_\_ X Y \_\_ N

**TB Resolution needed?\*** \_\_ X Y \_\_ N

Department Head Approval Nick DeFruscio 9-7-16

Supervisor Approval \_\_\_\_\_

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

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

**TOWN OF SCHODACK** **VOUCHER**

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

General Fund Voucher # \_\_\_\_\_  
 Date: \_\_\_\_\_ Check \_\_\_\_\_

Department: \_\_\_\_\_

Claimant's Name & Address :

Capital District Building Officials  
 9 Herbert Drive  
 Latham, NY 12110

FUND- APPROPRIATION	Amount
B 3620.4	\$310.00
<b>TOTAL</b>	<b>\$310.00</b>

Purchase Order Number \_\_\_\_\_

Date	Invoice #	Quantity	Description of Materials or Service	Unit Price	Total
9/7/16		1	NYSBOC - Educational Conference October 24-26, 2016 - NYS Building Officials Conference -	\$310.00	\$310.00
				Subtotal	\$310.00
				Shipping	
				<b>TOTAL</b>	<b>\$310.00</b>

CLAIMANT'S CERTIFICATION

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

\_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_ Title

(Space Below For Municipal Use)

\_\_\_\_\_ Department Approval \_\_\_\_\_ Approval for Payment

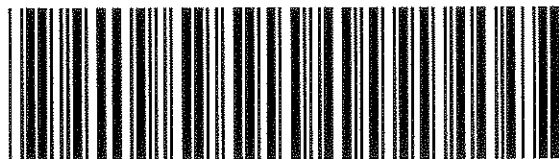
This above service or materials were rendered or furnished  
 To the municipality on the dates stated and the charges are correct

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

9-7-16 *Nick DeFurco*  
 Date Authorized Official

\_\_\_\_\_ Date \_\_\_\_\_ Auditing Board

**DE FRUSCIO III , DOMINIC (NICK)  
REGISTRATION CONFIRMATION**



NY0056812

**PLEASE PRINT ALL PAGES OF**

**THIS DOCUMENT IMMEDIATELY  
PRINT BEFORE CLICKING PAYMENT**

**CREDIT CARD PAYMENT CLICK HERE**

**DOMINIC (NICK)**

**Congratulations. You have been confirmed for Attendance at  
The Capital District Conference  
YOU ARE REGISTERD FOR ALL 3 DAYS - OCTOBER 24-26, 2016**

**The Conference will be held at:  
THE RADISON HOTEL  
205 WOLF ROAD  
ALBANY NY 12205**

**Pre-Registration will begin Sunday October 23, 2016 @ 6:00PM  
Registration will then continue each morning at 7:00am and class starts at 8:00am**

**Please carefully review all information below for accuracy.**

**email any corrections to [info@nfboa.com](mailto:info@nfboa.com)**

**Last Name: DE FRUSCIO III  
First Name: DOMINIC (NICK)  
Middle Initial: A  
Job Title: ASSISTANT BLDG INSPECTOR/CODE  
Address Line 1: 123 POYNEER RD.  
Address Line 2:  
City: NASSAU  
State: NY  
Zip: 12123  
email: [nick@schodack.org](mailto:nick@schodack.org)  
Municipality or firm: SCHODACK  
NY Training Id Num: NY0056812  
FDID Num: 42818  
Phone Number: 518-424-5450**

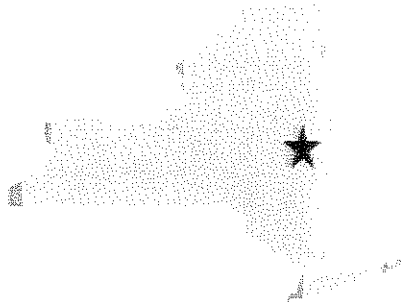
**Martha Reed**

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**From:** Nick DeFruscio  
**Sent:** Wednesday, September 07, 2016 9:18 AM  
**To:** Martha Reed  
**Subject:** FW: Capital District Conference Invitation

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**From:** Capital District NYSBOC [<mailto:info@nfboa.com>]  
**Sent:** Tuesday, September 06, 2016 10:14 PM  
**To:** Nick DeFruscio  
**Subject:** Capital District Conference Invitation



**NEW YORK STATE**  
**BUILDING OFFICIALS CONFERENCE INC.**  
**CAPITAL DISTRICT CHAPTER**

NYID: NY0056812

FDID: 42818

Dear DOMINIC DE FRUSCIO III,

It is with great pleasure that we invite you to attend the **24th Annual Capital District Building Officials Educational Conference** at The Radisson Hotel (Same Hotel Different Name) on Wolf Road in Colonie, New York on **October 24, 25 & 26, 2016**. Those who have attended this conference in the past are aware of the ideal educational setting that the hotel provides and the quality information provided by the courses that are offered. For those who have not previously attended, you will find excellent food and accommodations, and the absolute best in learning atmosphere and opportunity.

For hotel reservations please [CLICK HERE](#) The Radisson Hotel Registration form - *this completed form must be returned directly to the hotel*. To register for the conference go to [www.nfboa.com/cap](http://www.nfboa.com/cap) - all registration for the educational component of the conference must be done electronically. We are confident you will find this process streamlined and convenient, and once you have registered you will receive a confirmation email.

Early Check-In will be available at the hospitality suite on Sunday evening, October 23<sup>rd</sup> from 6PM - 8PM or you may Check-In on Monday morning, October 24<sup>th</sup> between 7AM and 8AM. The cost for the entire three days for any NYSBOC Member is \$310 or \$350 for non-members. The cost for a single day's attendance is \$125. These costs include breaks, lunch and dinner on Monday and Tuesday and all course materials as provided by the instructors. ***In response to requests by attendees, this year we are offering the ability to pay by credit card -***

*we will be accepting MasterCard, Visa, American Express & Discover.* In order to pay by credit card you will need to present the card at the conference for payment processing.

All courses have been designed to assist building & fire officials and design professionals in their daily jobs and all courses have been approved and accredited to meet the requirements of Title 19 NYCRR for Code Enforcement In-service Training. Topics covered at this year's conference include:

[Click to Register](#)

**This year's conference will include the following topics: Navigating the Code, DOS Update, Fire Extinguishers, Wood Construction, Masonry Construction, Plumbing, Energy Code & Legal Issues.**

(Schedule subject to change)

**Stay tuned & visit this sight [Click to View Schedule](#) within 2 weeks for a detailed schedule**

*The Conference Committee believes that the program that has been prepared this year will prove to be the best ever and we hope to see you there!*

Annual Educational Conference Committee  
Capital District NYSBOC  
[www.capitaldistrictnysboc.com](http://www.capitaldistrictnysboc.com)

# **Capital District Building Officials Association**

## **24th Annual Educational Conference**

**Monday, Tuesday & Wednesday October 24 - 26, 2016**

**Radisson Hotel (formerly the Holiday Inn Turf)**

**Wolf Road, Albany New York**

**This year's conference will include the following topics: Navigating the Code, DOS Update, Fire Extinguishers, Wood Construction, Masonry Construction, Plumbing, Energy Code & Legal Issues.**

(Schedule subject to change)

**Stay tuned & visit this site within 2 weeks for a detailed schedule**





265 Schuurman Road to 205 Wolf Road,  
Albany, NY

Drive 18.4 miles, 20 min

### 265 Schuurman Road

Castleton-on-Hudson, NY 12033

#### Get on I-90 W

2 min (0.9 mi)

1. Head northeast on Schuurman Rd toward N Old Post Rd

190 ft

2. Turn right onto US-20 W/U.S. 9 N

0.6 mi

3. Use the right lane to take the ramp onto I-90 W

0.3 mi

#### Continue on I-90 W to Colonie. Take exit 4 from I-87 N

17 min (17.2 mi)

4. Merge onto I-90 W

13.1 mi

5. Keep left to stay on I-90 W

0.8 mi

6. Use the right 2 lanes to merge onto I-87 N toward Saratoga

3.2 mi

7. Take exit 4 toward NY-155 W/Albany Shaker Rd

0.1 mi

#### Continue on Wolf Rd to your destination

1 min (0.3 mi)

8. Turn right onto Wolf Rd

0.2 mi

9. Turn left at Beltrone Dr

459 ft

### 205 Wolf Road

Albany, NY 12205

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

TOWN OF SCHODACK  
EDUCATIONAL SEMINARS REQUEST

Pursuant to Resolution # 2010-044, the Supervisor is authorized to approve staff attendance at educational seminars if registration and expenses are deemed to be appropriately budgeted and do not exceed \$250 in the aggregate.

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

Staff attending educational program: Nadine Fuda

Name of Seminar/Conf./Course: Capital District Conference  
Location (Venue, City): Albany, NY 12205  
Dates of Seminar: Oct. 24,25 2016  
Cost of Seminar (Registration Fees): \$250.00

Travel Costs:	# of Miles	Rate as of 1/1/16	Estimated Amount
Mileage	73.6	\$ 0.54	39.740 <sup>40.48</sup>
<small>Please include a copy of mapquest to estimate total mileage - this will be used as a guideline when your actual mileage is submitted for reimbursement.</small>			
Train/Bus/Plane		\$	
Town Vehicle		no	

Lodging:  
Name of Hotel/Motel  
# of Rooms  
# of Nights  
Cost per night  
Total Lodging Cost

Meals:  
Included in seminar cost yes  
Estimated cost if you answered no above

Total estimated cost to attend:  
Estimated cost per staff member\* \$289.74  
(total cost divided by # of ppl attending)

Is the total cost budgeted?

**TB Resolution needed?\***

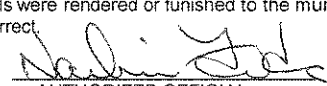
If Yes, please document resolution # #2016

Department Head Approval *Nadine Fuda*

Supervisor Approval

\* If the estimated cost per staff member is > \$250, then a TB resolution is required. Please plan ahead. A resolution is required prior to any town obligation (payment) for the seminar. Please attach this form and a copy of the resolution, if applicable, to all payment requests involving payment to a vendor or an employee reimbursement.

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

<b>VOUCHER</b> <b>TOWN OF SCHODACK</b> Town Hall 265 Schuurman Road Castleton, NY 12033		(CLAIMANT- DO NOT WRITE IN THIS AREA) VOUCHER NUMBER _____		
Capital District Building Officials 11 Herbet Drive Latham , NY 12110  <small>DETAILED INVOICE MAY BE ATTACHED AND TOTAL ENTERED ON THIS VOUCHER. CERTIFICATION BELOW MUST BE SIGNED.</small>		FUND APPROPRIATION	AMOUNT	
		B8010.4 B8020.4	\$100.00 \$150.00	
TERMS: _____	CHECK NO. _____	TOTAL		
P.O. NO.: _____	DATE: _____	\$250.00		
DATE	INVOICE NUMBER	QUANTITY DESCRIPTION OF MATERIAL OR SERVICES	UNIT PRICE	AMOUNT
9/7/2016		Capital District Building officials Monday Oct. 24th and Tuesday 25th		250.00
			Total	\$250.00
<b>CLAIMANT'S CERTIFICATION</b> I _____ certify that the above account in the amount of \$ _____ is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.				
DATE _____	SIGNATURE _____	TITLE _____		
<b>DEPARTMENT APPROVAL</b> The above services or materials were rendered or furnished to the municipality on the date stated and the charges are correct.		<b>APPROVAL FOR PAYMENT</b> This claim is approved and ordered paid from the appropriations indicated above.		
9/7/16 DATE	 AUTHORIZED OFFICIAL			

# Capital District Conference

## INVOICE

September 7, 2016

INVOICE No: NY0004313 - 2016

Payable To:  
CAPITAL DISTRICT BUILDING OFFICIALS  
11 Herbet Drive  
Latham NY 12110  
518-573-5088

Attendee:  
NADINE FUDA  
265 SCHUURMAN RD  
CASTLETON NY 12033

ATTENDANCE AT THE Capital District Conference \$250.00

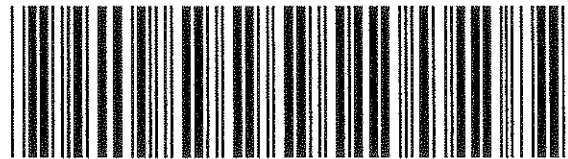
YOU ARE REGISTERD FOR MONDAY AND TUESDAY OCTOBER 24 - 25, 2016 ONLY

PLEASE MAKE CHECKS PAYABLE TO: CAPITAL DISTRICT BUILDING OFFICIALS  
TAX ID: 43-1957256  
NYS Vendor ID # 1100003647

**FUDA , NADINE  
REGISTRATION CONFIRMATION**

**PLEASE PRINT ALL PAGES OF**

**THIS DOCUMENT IMMEDIATELY  
PRINT BEFORE CLICKING PAYMENT**



NY0004313

**CREDIT CARD PAYMENT CLICK HERE**

**NADINE**

**Congratulations. You have been confirmed for Attendance at  
The Capital District Conference  
YOU ARE REGISTERD FOR MONDAY AND TUESDAY OCTOBER 24 - 25, 2016 ONLY**

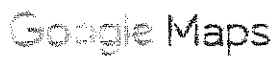
**The Conference will be held at:  
THE RADISON HOTEL  
205 WOLF ROAD  
ALBANY NY 12205**

**Pre-Registration will begin Sunday October 23, 2016 @ 6:00PM  
Registration will then continue each morning at 7:00am and class starts at 8:00am**

**Please carefully review all information below for accuracy.**

**email any corrections to [info@nfboa.com](mailto:info@nfboa.com)**

**Last Name: FUDA  
First Name: NADINE  
Middle Initial: A  
Job Title: CEO  
Address Line 1: 265 SCHUURMAN RD  
Address Line 2:  
City: CASTLETON  
State: NY  
Zip: 12033  
email: [nadine.fuda@schodack.org](mailto:nadine.fuda@schodack.org)  
Municipality or firm: TOWN OF SCHODACK  
NY Training Id Num: NY0004313  
FDID Num: 42818  
Phone Number: 518-477-7938**



265 Schuurman Road to 205 Wolf Road,  
Albany, NY

Drive 18.4 miles, 20 min

### 265 Schuurman Road

Castleton-on-Hudson, NY 12033

#### Get on I-90 W

2 min (0.9 mi)

↑ 1. Head northeast on Schuurman Rd toward N Old Post Rd

190 ft

↗ 2. Turn right onto US-20 W/U.S. 9 N

0.6 mi

⤴ 3. Use the right lane to take the ramp onto I-90 W

0.3 mi

#### Continue on I-90 W to Colonie. Take exit 4 from I-87 N

17 min (17.2 mi)

⤴ 4. Merge onto I-90 W

13.1 mi

↶ 5. Keep left to stay on I-90 W

0.8 mi

↗ 6. Use the right 2 lanes to merge onto I-87 N toward Saratoga

3.2 mi

↗ 7. Take exit 4 toward NY-155 W/Albany Shaker Rd

0.1 mi

#### Continue on Wolf Rd to your destination

1 min (0.3 mi)

↗ 8. Turn right onto Wolf Rd

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459 ft

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Albany, NY 12205

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OFFICE USE ONLY		
<input type="radio"/> Original	<input type="radio"/> Amended	Date _____

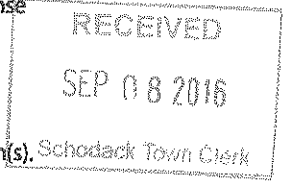


**State Liquor Authority**

**Standardized NOTICE FORM for Providing 30-Day Advanced Notice to a Local Municipality or Community Board**  
(Page 1 of 2)

1. Date Notice Was Sent:  1a. Delivered by:

2. Select the type of Application that will be filed with the Authority for an On-Premises Alcoholic Beverage License  
 New Application  Renewal  Alteration  Corporate Change  Removal  Class Change



For **New** applicants, answer each question below using all information known to date.  
 For **Renewal** applicants, set forth your approved Method of Operation only.  
 For **Alteration** applicants, attach a complete written description and diagrams depicting the proposed alteration(s).  
 For **Corporate Change** applicants, attach a list of the current and proposed corporate principals.  
 For **Removal** applicants, attach a statement of your current and proposed addresses with the reason(s) for the relocation.  
 For **Class Change** applicants, attach a statement detailing your current license type and your proposed license type.

**This 30-Day Advance Notice is Being Provided to the Clerk of the following Local Municipality or Community Board**

3. Name of Municipality or Community Board:

**Applicant/Licensee Information**

4. License Serial Number, if Applicable:  Expiration Date, if Applicable:

5. Applicant or Licensee Name:

6. Trade Name (if any):

7. Street Address of Establishment:

8. City, Town or Village:  , NY Zip Code:

9. Business Telephone Number of Applicant/Licensee:

10. Business Fax Number of Applicant/Licensee:

11. Business E-mail of Applicant/Licensee:

12. Type(s) of Alcohol sold or to be sold:  Beer & Cider  Wine, Beer & Cider  Liquor, Wine, Beer & Cider

13. Extent of Food Service:  Full food menu; Full Kitchen run by a chef or cook  Menu meets legal minimum food availability requirements; Food prep area at minimum

14. Type of Establishment:

15. Method of Operation: (Check all that apply)  
 Seasonal Establishment  Juke Box  Disc Jockey  Recorded Music  Karaoke  
 Live Music (Give details: i.e. rock bands, acoustic, jazz, etc.):   
 Patron Dancing  Employee Dancing  Exotic Dancing  Topless Entertainment  
 Video/Arcade Games  Third Party Promoters  Security Personnel  
 Other (specify):

16. Licensed Outdoor Area: (Check all that apply)  
 None  Patio or Deck  Rooftop  Garden/Grounds  Freestanding Covered Structure  
 Sidewalk Cafe  Other (specify):

OFFICE USE ONLY		
<input type="radio"/> Original	<input type="radio"/> Amended	Date _____



**State Liquor Authority**

**Standardized NOTICE FORM for Providing 30-Day Advanced Notice to a Local Municipality or Community Board**  
(Page 2 of 2)

17. List the floor(s) of the building that the establishment is located on:
18. List the room number(s) the establishment is located in within the building, if appropriate:
19. Is the premises located within 500 feet of three or more on-premises liquor establishments?  Yes  No
20. Will the license holder or a manager be physically present within the establishment during all hours of operation?  Yes  No
21. If this is a transfer application (an existing licensed business is being purchased) provide the name and serial number of the licensee.
22. Does the applicant or licensee own the building in which the establishment is located?  Yes (If Yes SKIP 23-26)  No

**Owner of the Building in Which the Licensed Establishment is Located**

23. Building Owner's Full Name:
24. Building Owner's Street Address:
25. City, Town or Village:  State:  Zip Code:
26. Business Telephone Number of Building Owner:

**Representative or Attorney representing the Applicant in Connection with the application for a license to traffic in alcohol at the establishment identified in this notice**

27. Representative/Attorney's Full Name:
28. Street Address:
29. City, Town or Village:  State:  Zip Code:
30. Business Telephone Number of Representative/Attorney:
31. Business Email Address:

I am the applicant or hold the license or am a principal of the legal entity that holds or is applying for the license. Representations in this form are in conformity with representations made in submitted documents relied upon by the Authority when granting the license. I understand that representations made in this form will also be relied upon, and that false representations may result in disapproval of the application or revocation of the license.

By my signature, I affirm - under **Penalty of Perjury** - that the representations made in this form are true.

32. Printed Name:  Title:

Signature: X \_\_\_\_\_



September 15, 2016

Mr. Dennis Dowds, Supervisor  
Town of Schodack  
P.O. Box 436  
East Schodack, New York 12063

Re: Transfer Station Improvements Plan

File: 701.1514

Dear Mr. Dowds:

Based on the recent meeting between you, Mr. Bruce Goodall, and B&L staff, we have prepared this scope of services and fee estimate to evaluate potential improvements to the Town's Transfer Station facility located on Poyneer Road. This evaluation will be similar to the one that B&L performed in 2010; however, it is anticipated to be a more comprehensive and subjective study, which also incorporates the recent change to single stream recycling at the facility. As in the previous study, the proposed improvements could range from repairing or replacing existing facility components to modifying the existing site layout and constructing all new components. Based on our understanding of the site and our most recent site visit, we offer the following scope of services:

### Scope of Services

1. B&L will procure the services of a licensed land surveyor to perform a topographic survey of the existing transfer station facility and prepare a drawing of the site. This will include areas where current transfer station activities take place, as well as the area to the west of the existing operations on property owned by the Town. The survey is anticipated to encompass approximately 3.7 acres and will not include underground utilities or property line locations.
2. After receiving the survey drawing, B&L staff will visit the site to document current operations as well as to verify site features established by the survey. One senior level and one junior level staff member will perform this site visit.
3. B&L will request key system information from Town staff such as waste types, tonnages, and disposal locations; as well as existing on-site equipment available for use. It is anticipated that this information can be provided by email and follow up phone calls as necessary.
4. Using the site and system information, B&L will assess the current and future waste management needs of the Town and develop a comprehensive facility plan, recommending both facility infrastructure and operational changes that would best serve the Town for the long term. B&L will then break this long term plan into phases; identifying the most urgent, highest impact, or cost saving portions of the proposed changes as the first phase, followed by less urgent, long term changes in one or two follow up phases. The long term plan, as well as the intermediate phase plans will be presented to the Town in a facility report. The report will include a description of the proposed modifications to the facility, conceptual site plans indicating the phased improvements, operational description of the proposed modifications, and a preliminary cost estimate for the Town's use for budgetary and possible grant opportunity purposes.



5. Five (5) hard copies of the draft report will be provided to the Town for your review and use. B&L will prepare a presentation and meet with Town officials to present and explain the draft report in detail, and to answer any questions the Town may have. It is anticipated that one round of revisions will result from this meeting and presentation. These revisions will be incorporated into a final report. Five (5) hard copies of the final report will be provided to the Town for your use.

**Fee Estimate**

We propose to provide these services on a time and expense basis based on our Schedule of Billing Rates to a maximum fee of \$21,700. Any changes to the scope of services or fee must be approved by the Town in writing before such services are performed. We will invoice the Town monthly for the services performed during the previous month.

If this proposal meets with your approval, please countersign below and return a copy for our records. If you have any questions, please contact Jillian Blake. We appreciate the opportunity to be of service to you.

Very truly yours,

BARTON & LOGUIDICE, D.P.C.

A handwritten signature in black ink, appearing to read 'Paul R. Czerwinski', written over a horizontal line.

Paul R. Czerwinski, P.E.  
Principal

JMB2/jms

**Authorization**

Barton & Loguidice, D.P.C., is hereby authorized by the Town of Schodack ("Owner") to proceed with the services described herein in accordance with the attached Terms and Conditions.

\_\_\_\_\_  
Dennis Dowds, Supervisor  
Town of Schodack

\_\_\_\_\_  
Date



**STANDARD TERMS AND CONDITIONS**  
for  
**PROFESSIONAL ENGINEERING SERVICES**  
provided by  
**BARTON & LOGUIDICE, D.P.C. ("ENGINEER")**

The OWNER and the ENGINEER, for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

#### 1.0 Basic Agreement

Engineer shall provide, or cause to be provided, the services set forth in the proposal to which these terms and conditions are attached (PROPOSAL), and Owner shall pay Engineer for such Services as set forth in PROPOSAL. The PROPOSAL, in conjunction with these terms and conditions, is referred to herein as "Agreement".

#### 2.0 Payment Procedures

Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner. Invoices are due and payable within 30 days of the date of the invoice. If Owner fails to make any payment due Engineer for services and expenses within 30 days after the date of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

#### 3.0 Additional Services

If mutually agreed by Owner and Engineer, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth in the PROPOSAL if requested by the Owner. Owner shall pay Engineer for such additional services as follows: (1) as mutually agreed by Owner and Engineer, or (2) an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

#### 4.0 Termination

If Engineer's services related to the project are terminated for any reason, Engineer shall be compensated for time plus reasonable expenses associated with demobilizing personnel and equipment, and, if requested in writing by the OWNER, for completion of tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

#### 5.0 Controlling Law

This Agreement is to be governed by the law of the state in which the Project is located.

#### 6.0 Successors, Assigns, and Beneficiaries

Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted herein the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

#### 7.0 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.

E. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

F. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer pursuant to the PROPOSAL, whichever is greater.

G. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials) except as may be specifically defined in the Scope of Services. If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

H. The services to be provided by Barton & Loguidice under this Agreement DO NOT INCLUDE advice or recommendations with respect to the issuance, structure, timing, terms or any other aspect of municipal securities, municipal derivatives, guaranteed investment contracts or investment strategies. Any opinions, advice, information or recommendations provided by Barton & Loguidice are understood by the parties to this Agreement to be strictly *engineering* opinions, advice, information or recommendations. Barton & Loguidice is not a "municipal advisor" as defined by 15 U.S.C. 78o-4 or the related rules of the Securities and Exchange Commission. The other parties to this Agreement should determine independently whether they require the services of a municipal advisor.

#### 8.0 Dispute Resolution

Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice by either party of the existence of the dispute. If the parties fail to resolve a dispute through negotiation then Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually acceptable mediator. Owner and Engineer agree to participate in the mediation process in good faith and to share the cost of the mediation equally. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

#### 9.0 Accrual of Claims

All causes of action between the parties to this Agreement including those pertaining to acts, failures to act, failures to perform in accordance with the obligations of the Agreement or failures to perform in accordance with the standard of care shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts, failures to act or failures to perform occurring prior to Substantial Completion, or the date of issuance of the Notice of Acceptability of Work for acts, failures to act or failures to perform occurring after Substantial Completion.

#### 10.0 Total Agreement

This Agreement constitutes the entire agreement between Owner and Engineer and supercedes all prior written or oral understandings. In the event of a conflict with contractual provisions in a Purchase Order authorization related to this Agreement, the provisions of this Agreement shall control. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.