

HART ENGINEERING

RESIDENTIAL, COMMERCIAL & MUNICIPAL SITE DESIGN & DEVELOPMENT



1969 FERNDALE ROAD CASTLETON, NY 12033

(518) 479-4014 Fax (518) 477-6371
Steven P. Hart P.E.

Schodack Town Hall
265 Schuurman Road
Castleton, New York 12033
Attn: Supervisor David Harris (and Town Board Members)

January 2, 2020

Re: Proposed Seasons East Landscaping (Joe McGrath) Fill Site
Route 9 - Town of Schodack

Dear Supervisor Harris and Town Board Members:

Seasons East Landscaping (Mr. Joseph McGrath) respectfully requests to appear in front of the Town Board to petition to place clean fill at his site on Route 9 in the Town of Schodack. The parcel of land is situated on the west side of Route 9 and abuts the NYS Thruway. As noted on the attached plans, the parcel is identified as TM # 220.-9-10 and is approximately 11.1 acres in size. The area proposed to be filled is approximately 3.7 acres in size. All material brought to the site will be clean fill and will be free of large pieces of wood, concrete and asphalt. After filling operations are complete the area will be returned to a natural vegetative state.

We appreciate your cooperation in this matter and look forward to meeting with you. Should you have any questions please feel free to contact us.

Very truly yours,

Hart Engineering

A handwritten signature in black ink that reads "Steven P. Hart". The signature is written in a cursive, flowing style.

Steven P. Hart, PE

cc: Mrs. Nadine Fuda, Director of Planning
Mr. Richard Laberge, PE - Laberge Group
file/seasonseasttb20-1

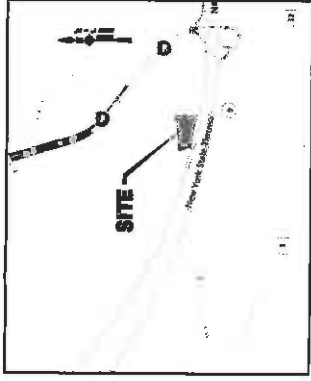


NO.	DATE	DESCRIPTION
1	10/12/10	ISSUED FOR PERMITS
2	11/10/10	REVISED PER COMMENTS
3	12/15/10	REVISED PER COMMENTS
4	01/10/11	REVISED PER COMMENTS
5	02/10/11	REVISED PER COMMENTS
6	03/10/11	REVISED PER COMMENTS
7	04/10/11	REVISED PER COMMENTS
8	05/10/11	REVISED PER COMMENTS
9	06/10/11	REVISED PER COMMENTS
10	07/10/11	REVISED PER COMMENTS
11	08/10/11	REVISED PER COMMENTS
12	09/10/11	REVISED PER COMMENTS

NO.	DATE	DESCRIPTION
1	10/12/10	ISSUED FOR PERMITS
2	11/10/10	REVISED PER COMMENTS
3	12/15/10	REVISED PER COMMENTS
4	01/10/11	REVISED PER COMMENTS
5	02/10/11	REVISED PER COMMENTS
6	03/10/11	REVISED PER COMMENTS
7	04/10/11	REVISED PER COMMENTS
8	05/10/11	REVISED PER COMMENTS
9	06/10/11	REVISED PER COMMENTS
10	07/10/11	REVISED PER COMMENTS
11	08/10/11	REVISED PER COMMENTS
12	09/10/11	REVISED PER COMMENTS

SITE, GRADING & EROSION CONTROL
SEASONS EAST LANDSCAPE
 CUT & FILL
 US SURVEY

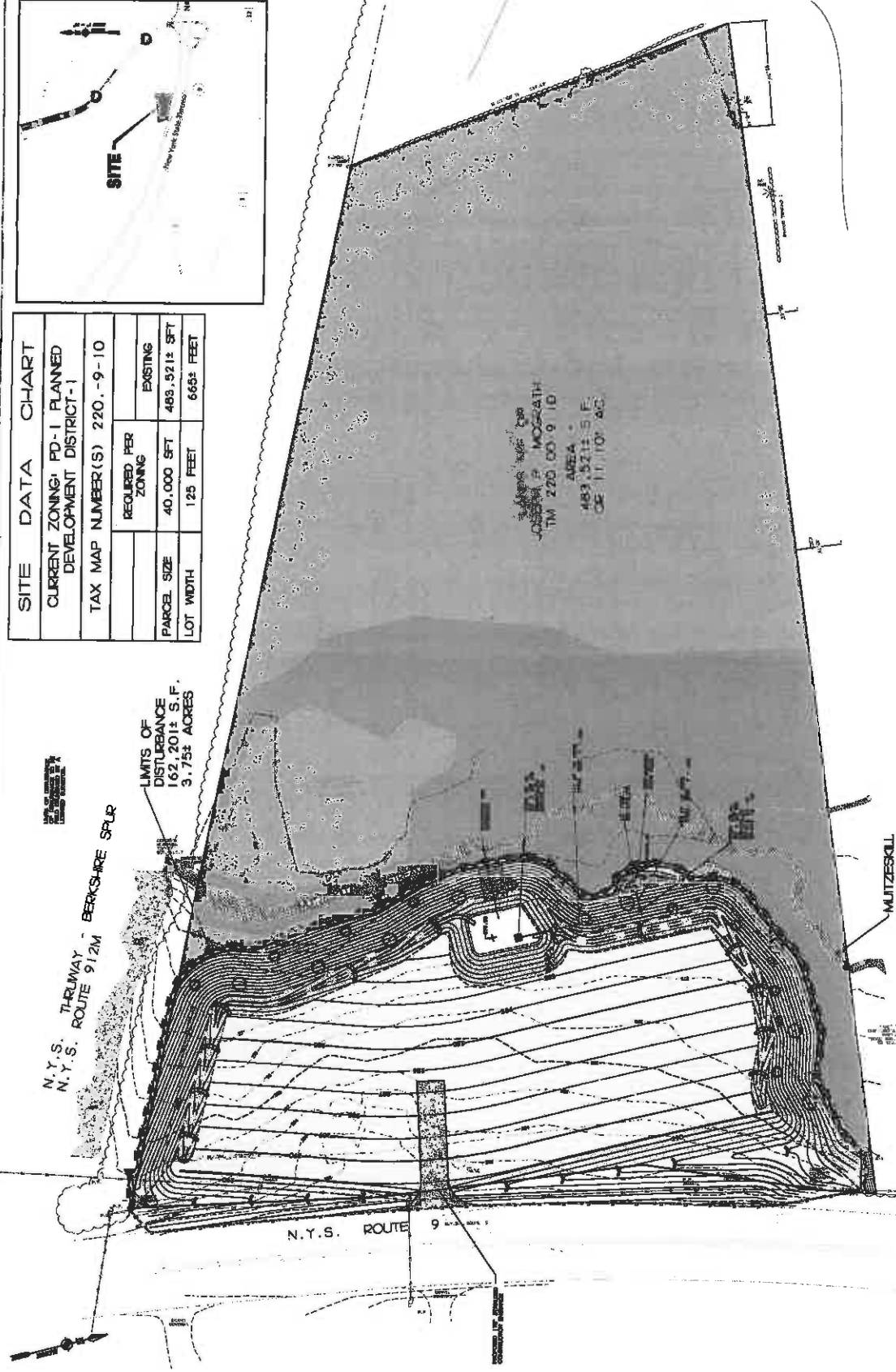
C100
 3 OF 6



SITE DATA CHART		
CURRENT ZONING: PD-1 PLANNED DEVELOPMENT DISTRICT-1		
TAX MAP NUMBER(S) 220.-9-10		
REQUIRED PER ZONING	EXISTING	
40,000 SFT	489,521± SFT	
125 FEET	668± FEET	

LIMITS OF DISTURBANCE
 162,201± S.F.
 3.75± ACRES

N.Y.S. THRUWAY BERKSHIRE SPUR
 N.Y.S. ROUTE 912M



OWNER: JOSEPH P. MOORATH
 AREA: 489,521± S.F.
 OR 11.10± AC

NOTES:
 1. SEE SHEET C101 FOR EROSION CONTROL DETAILS AS SHOWN.



OWNER: JOSEPH P. MOORATH
 P.O. BOX 70
 EAST GREENBUSH NY 12061

PREPARED BY: HART ENGINEERING
 1. ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED ARE IN FEET AND INCHES.
 2. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE SPECIFIED.
 3. ALL DIMENSIONS SHALL BE TO CENTERLINE UNLESS OTHERWISE SPECIFIED.
 4. ALL DIMENSIONS SHALL BE TO CENTERLINE UNLESS OTHERWISE SPECIFIED.
 5. ALL DIMENSIONS SHALL BE TO CENTERLINE UNLESS OTHERWISE SPECIFIED.

**RETAINER AGREEMENT
FOR
TOWN ATTORNEY SERVICES**

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

RECITALS

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

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

AGREEMENT

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

1. **APPOINTMENT OF CONTRACT TOWN ATTORNEY**

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

B. The term of this Agreement shall commence as of January 1, 2020 and shall continue thereafter unless and until it is terminated or amended.

2. SCOPE OF WORK

Christopher P. Langlois, Esq., agrees to perform all necessary legal services as Town Attorney at the amount budgeted in the adopted Year 2020 Schodack Town Budget and as such Town Attorney shall provide legal counsel and advice relating to matters of New York State Town Law and municipal governance and such other matters customarily associated with the Town Attorney position. All payments due and owing pursuant to this Agreement shall be paid to Girvin & Ferlazzo, P.C., monthly in twelve (12) equal payments. Any legal services not covered under the scope of this Agreement, including representation of the Town in connection with litigation matters and/or special projects, shall be subject to a separate Letter of Engagement and Retainer between the Town and the Firm.

3. PROHIBITION AGAINST SUBCONTRACTING, DELEGATING OR ASSIGNMENT

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

4. CONFLICT OF INTEREST

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

5. INDEPENDENT CONTRACTOR

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

6. DISPUTE RESOLUTION

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

FIRM: GIRVIN & FERLAZZO, P.C.
 Attn: Christopher P. Langlois, Esq.
 20 Corporate Woods Boulevard
 Albany, NY 12211

10. AMENDMENT OF AGREEMENT

This Agreement contains all of the agreements of the Town and Girvin & Ferlazzo, P.C.. This Agreement may be amended at any time by mutual consent of the parties by an instrument in writing.

IN WITNESS WHEREOF, the duly authorized representative of each party has executed this Agreement in duplicate as of the 1st day of January, 2018.

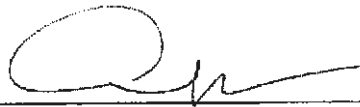
TOWN OF SCHODACK
A Municipal Corporation of the
State of New York

By: _____
 David Harris
 Town Supervisor

ATTEST:

Town Clerk

GIRVIN & FERLAZZO, P.C.

By: _____
 
 Christopher P. Langlois, Shareholder

To: Schodack Town Board

From: Shawn Masters, Receiver of Taxes

Date: January 2, 2020

RE: Appointment of Clerks

I am submitting the following two persons for filling the open clerk positions for the Tax Office: Kelly Kendrick and Jill Bonesteel.

Please put this request for approval on the agenda for the January 9, 2020 meeting.

Thank You,

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

Shawn

Ed Brewer
29 Circle Drive
Castleton, NY 12033
518-428-6184

12/9/19

Schodack Town Board
265 Schuurman Road
Castleton, NY 12033

Dear Schodack Town Board,

Effective 12/31/2019 I will be completing my second 5 year term as a member of the Town Zoning Board of Appeals. I would like to be considered for re-appointment to another term.

I have enjoyed my affiliation with this Board, especially with the guidance of Chairman Calarco and Adviser Nadine Fuda.

I hope you will approve my request.

Regards,



Ed Brewer

CC: Nadine Fuda





Law Offices
of
PHILIP J. DANAHER, ESQ.

1001 Glaz Street
East Greenbush, New York 12061

Telephone (518) 463-4383

Fax (518) 463-4386

January 6, 2020

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

Re: Deputy Town Attorney/Traffic Prosecutor Services

Dear Mr. Harris:

Attached please find proposed 2020 Retainer Agreement for Deputy Town Attorney/Traffic Prosecutor Services, in triplicate. After signing of all three (3) copies of the Retainer Agreement, please file one (1) copy with the Town Clerk, retain one (1) copy for your office, and return one (1) copy to my office in the stamped, self-addressed envelope provided herewith.

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

Very truly yours,

A handwritten signature in blue ink that reads "Philip J. Danaher". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Philip J. Danaher, Esq.

PJD:rmt
Enclosure

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

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

RECITALS

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

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

AGREEMENT

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

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

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

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

B. The term of this Agreement shall commence as of January 1, 2020 and shall continue thereafter unless and until it is terminated or amended.

2. SCOPE OF WORK

A. Philip J. Danaher, Esq., agrees to perform all necessary legal services as Traffic Prosecutor at the amount budgeted in the adopted Year 2020 Schodack Town Budget and as such Traffic Prosecutor shall prosecute all non-criminal traffic tickets issued by the New York State Police within the jurisdictional boundaries of the Town of Schodack and made returnable in the Schodack Town Court, and Philip J. Danaher, Esq., shall further serve as Deputy Town Attorney at no compensation, when the Town Attorney/Attorney for the Town is not available to serve in such capacity. All payments due and owing to Philip J. Danaher, Esq., pursuant to this Agreement shall be paid monthly in twelve (12) equal payments.

3. PROHIBITION AGAINST SUBCONTRACTING, DELEGATING OR ASSIGNMENT

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

4. CONFLICT OF INTEREST

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

5. INDEPENDENT CONTRACTOR

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

6. DISPUTE RESOLUTION

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

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

10. AMENDMENT OF AGREEMENT

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

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

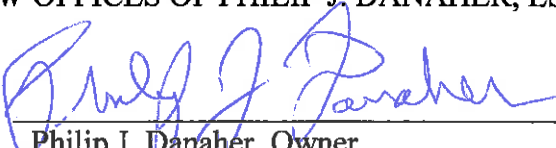
TOWN OF SCHODACK
A Municipal Corporation of the
State of New York

By: _____
David Harris
Town Supervisor

ATTEST:

Town Clerk

LAW OFFICES OF PHILIP J. DANAHER, ESQ.

By: 
Philip J. Danaher, Owner

**PROFESSIONAL SERVICE AGREEMENT
FOR
LEGAL SERVICES**

THIS AGREEMENT, made this 7th day of January, 2020 by and between the **TOWN OF SCHODACK**, a municipal corporation existing by and under the laws of the State of New York and having its principal place of business located at Town Hall, 265 Schuurman Road, Castleton New York 12033 (hereinafter called the "TOWN") and **TABNER, RYAN AND KENIRY, LLP**, 18 Corporate Woods Boulevard, Suite 8, Albany, New York 12211 (hereinafter called the "CONSULTANT"):

WITNESSETH:

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

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

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

ARTICLE I. SERVICES TO BE PERFORMED

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

ARTICLE II. SCOPE OF WORK

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

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

ARTICLE III. AVAILABLE DATA

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

ARTICLE IV. COOPERATION

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

ARTICLE V. FEES

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

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

Partners - \$275.00 per hour; Associates - \$170.00 per hour; Paralegals - \$95.00 per hour.

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

ARTICLE VI. ACCOUNTING RECORDS

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

ARTICLE VII. ASSIGNMENTS

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

ARTICLE VIII. OWNERSHIP OF MATERIALS

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

ARTICLE IX. REPORTING DUTIES

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

ARTICLE X. RELATIONSHIP

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

ARTICLE XI. INDEMNIFICATION

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

ARTICLE XII. INSURANCE

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

ARTICLE XIII. PAYMENTS BY CLAIM FORM

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

ARTICLE XV. TERM OF AGREEMENT

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

ARTICLE XVI. TERMINATION OF AGREEMENT

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

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

Town of Schodack

TABNER, RYAN AND KENIRY, LLP

By: _____

By: William F. Ryan, Jr. 1/7/20
William F. Ryan, Jr., Esq.

SCHEDULE "A"

INSURANCE COVERAGE

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

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

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

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

HISCOCK & BARCLAY^{LLP}

Garrett E. DeGraff
Partner

December 19, 2013

Mr. Dennis Dowds
Supervisor
Town of Schodack
265 Schuurman Road
Castleton, New York 12033

Re: Fees for Bond Counsel Services Beginning January 1, 2014

Dear Supervisor Dowds:

As part of a larger year-end adjustment of rates charged by this firm for our legal services, we are revising fee arrangements for bond counsel services as described below.

Ordinary Scope of Services Covered of Bond Counsel

Our primary role as bond counsel is to provide an expert and objective legal opinion concerning the validity of the governmental issuer's obligations and, typically, the excludability of interest on the obligations from gross income for federal income tax purposes. The opinion is generally required to be delivered with the obligations at the time of closing.

The services necessary or incidental to rendering the legal opinion include:

1. preparation or review of resolutions or other documents necessary or appropriate for the authorization of the obligations;
2. preparation or review of permissive referendum and estoppels notices;
3. review of the law and facts relating to the validity and binding effect of the obligations, the source of payment and security for the obligations, and, to the extent applicable, the excludability of interest on the obligations from gross income for federal income tax purposes and from state taxes;
4. preparation of the legal opinion document itself;
5. preparation or review of other documents necessary or appropriate for the issuance, sale, and delivery of the obligations, including, if applicable, any required notice of sale or purchase contract for the obligations and any required continuing disclosure undertaking on the part of the governmental issuer;

6. coordination of arrangements for execution of documents necessary for the issuance, sale, and delivery of the obligations;
7. review of legal issues relating to the structure of the obligations or any proceedings relating to their authorization or issuance; and
8. review or preparation of those sections of the offering document, if any, to be disseminated in connection with the sale of the obligations that relate to the obligations themselves and other financing documents, the bond counsel opinion and, if applicable, the tax exemption on interest on the obligations.

* * * * *

To provide predictability to the local governments we serve as bond counsel, we provide fixed fee schedules for the services we ordinarily provide as bond counsel, with other services, if any, provided at discounted rates, as described below.

Schedule of Fees Upon Issuance

A. BANS, TANS, and RANS, including Renewals

First \$1,000,000	\$1,000, plus, for amounts from
\$1,000,001 through \$5,000,000	\$.60/\$1,000, plus, for amounts from
\$5,000,001 through \$10,000,000	\$.50/\$1,000, plus, for amounts
Over \$10,000,000	\$.45/\$1,000

B. Bonds (Other than Advance Refunding Bonds)

First \$1,000,000	\$1,250, plus, for amounts from
\$1,000,001 through \$5,000,000	\$1.00/\$1,000, plus, for amounts from
\$5,000,001 through \$10,000,000	\$.85/\$1,000, plus, for amounts
Over \$10,000,000	\$.70/\$1,000

C. Bonds – Advance Refunding

First \$1,000,000	\$1,500, plus, for amounts from
\$1,000,001 through \$5,000,000	\$1.10/\$1,000, plus, for amounts from
\$5,000,001 through \$10,000,000	\$.95/\$1,000, plus, for amounts
Over \$10,000,000	\$.80/\$1,000

Other Fixed Fees

Preparation of Bond Authorizations and Required Notices : \$275 per authorization

Preparation of Authorization Amendments and Required Notices: \$250 per amendment

Other Fees

Services not covered by the foregoing fixed fee schedules include matters not customarily expected of bond counsel in connection with an issue of obligations, such as assistance in preparation of offering documents (except as listed in item 8 above), or ordinarily required, such as IRS ruling requests. Further, the services covered by our fixed fee schedules do not cover, and, the fixed fee schedules do not extend to:

- assisting the governmental issuer in seeking from other governmental authorities any approvals, permissions, and exceptions necessary or appropriate in connection with the authorization, issuance, sale and delivery of the obligations;
- assisting the governmental issuer in presenting information to rating organizations and credit enhancement providers relating to legal issues affecting the issuance of the obligations;
- assisting in the preparation of environmental assessment forms or environmental impact statements under the State Environmental Quality Review Act;
- post-closing activities such as responding to IRS audits or other regulatory examinations, inquiries, or investigations;
- performing rebate calculations; or
- preparing continuing disclosure submissions.

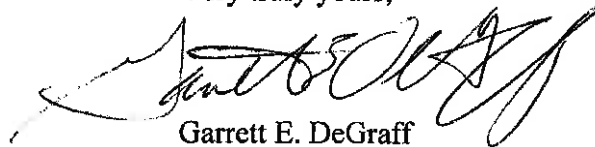
Upon request we will provide all of the foregoing services at 80% of our standard rates or under other compensation arrangements agreed upon.

* * * * *

Mr. Dennis Dowds
December 19, 2013
Page 4

Please do not hesitate to contact me if you have any questions.

Very truly yours,

A handwritten signature in black ink, appearing to read "Garrett E. DeGraff", written in a cursive style.

Garrett E. DeGraff

km

cc: Ms. Jennifer Mulligan

2020-8
58



**GIRVIN
FERLAZZO, P.C.**
ATTORNEYS AT LAW

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

Patrick J. Fitzgerald III
Partner

pjf@girvinlaw.com

January 3, 2020

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

Re: Letter of Engagement and Retainer

Dear Supervisor Harris:

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

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

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

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

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

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

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

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

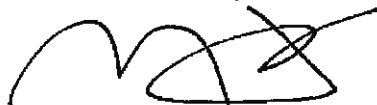
Under our document retention policy, we normally destroy files seven (7) years after a matter is closed, unless other arrangements are made with the client. Copies of all pleadings and correspondence, and most other documents, will be provided to the Town throughout our representation. The Town should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

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

Very truly yours,

GIRVIN & FERLAZZO, P.C.

By:



Patrick J. Fitzgerald III

Agreed:

TOWN OF SCHODACK

By: _____

Date

EDITOR'S PICK | 96,437 views | Jan 1, 2020, 10:16am

IRS Announces 2020 Mileage Rates

**Kelly Phillips Erb** Senior Contributor

Taxes



GETTY

Better late than never: The Internal Revenue Service (IRS) has **issued** the 2020 standard mileage rates. Beginning on January 1, 2020, the standard mileage rates for the use of car, van, pickup or panel truck will be:

- 57.5 cents per mile for business miles driven (down from 58 cents in 2019)
- 17 cents per mile driven for medical or moving purposes (down from 20 cents in 2019)

We've updated our Privacy Statement. [Click here to learn more.](#)

✕

- 14 cents per mile driven in service of charitable organizations (currently fixed by Congress)

If you're wondering about the difference in the rates for business and medical or moving purposes, there is a reason. The standard mileage rate for business is calculated by using an annual study of the fixed and variable costs of operating an automobile, including depreciation, insurance, repairs, tires, maintenance, gas, and oil. In contrast, the rate for medical and moving purposes is based just on the variable costs.

Today In: **Money**



Standard mileage rates are used to calculate the amount of a deductible business, moving, medical, or charitable expense (miles driven times the applicable rate). To use the rates, simply multiply the standard mileage rates by the number of miles traveled.

If you use your car for more than one use, you'll want to keep appropriate records and back out the cost of personal travel. You may also use more than one rate on your tax return. Let's say, for example, that you drive 20,000 miles in 2020. Of those miles, 10,000 are for personal use, 2,000 are for charitable purposes, and 8,000 are for medical purposes. You would calculate your deduction as follows:

10,000 personal miles x 0 = 0

2,000 charitable miles x .14 = \$280

8,000 medical miles x .17 = \$1,360

In this example, your total deductible mileage related expenses would be \$1,640, plus any related charges such as parking fees and tolls. You would report your charitable and medical mileage deductions on the applicable lines on Schedule A. Keep in mind that medical miles are still subject to the floor for medical expenses: fortunately, Congress just **lowered the floor** for medical expenses to 7.5% for 2019 and 2020.

What about business mileage? Following tax reform, taxpayers can no longer claim a miscellaneous itemized deduction for unreimbursed employee travel expenses. That



We've updated our Privacy Statement. [Click here to learn more.](#)

office deduction. *This does not affect any deductions that are correctly claimed on a Schedule C for the self-employed, freelancers, and independent contractors.*

Similarly, most taxpayers can no longer claim a deduction for moving expenses. However, an exception applies to members of the Armed Forces on active duty moving under orders to a permanent change of station.

If these rates don't adequately reflect your costs, you have the option of deducting **actual expenses** rather than using the standard mileage rates—though admittedly, that's a lot more work.

One more thing: these are the rates for the 2020 tax year for the return you'll file in 2021. *You'll use the **2019 standard mileage rates** for the tax return that you'll submit in 2020.* If you're looking for the 2019 tax rates, [you'll find them here](#); for the 2020 numbers, [click here](#).

Follow me on [Twitter](#) or [LinkedIn](#). Check out my [website](#).



Kelly Phillips Erb

Years ago, I found myself sitting in law school in Moot Court wearing an oversized itchy blue suit. It was a horrible experience. In a desperate attempt to avoid anythi... **Read More**

STOP-DWI ENFORCEMENT AGREEMENT

This Agreement ("Agreement") is made by and between Rensselaer County, acting on behalf of its STOP DWI Department, located at 1600 Seventh Avenue, Troy, New York 12180, hereinafter called the "County" and Town of Schodack located at 265 Schuuman Road, Castleton, NY 12033, hereinafter called the "Participant". County and Participant are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WHEREAS, County wishes to establish and administer, and Participant wishes to participate in, a special countermeasure enforcement program for enforcing existing Driving While Intoxicated "DWI" laws and decreasing the number of alcohol related motor vehicle accidents; and

WHEREAS, the program will strive to increase public awareness of the dangers of impaired driving by maintaining a high visibility in the law enforcement area, increase enforcement to deter the motoring public from driving while impaired, and enforce alcohol laws as they relate to minors; and

NOW, THEREFORE, the Parties hereby agree as follows:

1. Participant, through its Police Department, will implement Special DWI patrols for traffic safety STOP-DWI measures within the municipal boundaries of Participant. The individuals chosen for the patrols must satisfy the following qualifications:
 - a. The officers must have completed basic training (Municipal Police Training Council School); and
 - b. The officers must have experience on road patrols, in particular apprehending and charging an impaired driver.
2. Participant, through its Police Chief, will designate a representative to file all activities/expense reports with the County within 15 days of each detail on forms that will be provided by the County.
3. The officers selected for the Special DWI patrols must be assigned by Participant to road patrols for vehicle and traffic violations and drunk driving offenses only. Emergency situations may be answered only to provide initial back-up. In no instance (other than outlined above) shall a Participant STOP-DWI funded officer be used to supplement manpower losses incurred by the Participant. If an officer is ordered to fulfill such a request, County may immediately discontinue program funding under this Agreement.
4. Participant may only use STOP-DWI Enforcement funding under this Agreement for DWI patrols and underage drinking enforcement for the term of this Agreement. If during the term of this Agreement Participant incurs total expenses less than the not-to-exceed amount in Section 5, then County is not required to pay the unused funding amount to Participant.
5. County will reimburse Participant for expenses actually incurred by Participant in providing services under this Agreement, but in no event is County required to reimburse Participant more than \$2,000.00. After receipt of all reports required under Section 3 and any other information and documentation reasonably requested by County, County will reimburse Participant in a lump sum payment prior to the termination of this Agreement, provided, however, that Participant expressly acknowledges and agrees that this Agreement is executory to the extent third party funding is relied upon by County for the payment of any goods, labor or services to be furnished by the Participant under the terms and provisions of this Agreement, and that in the event such funding shall not be received by the County, this Agreement may be terminated by County upon reasonable prior written notice to Participant and County shall not be responsible for any reimbursement to Participant.

6. The County may evaluate the Participant STOP-DWI Enforcement program on a continuing basis during the term of this Agreement. The evaluations may, at the discretion of the County STOP-DWI Director, assess, among other things, the effectiveness of the program and the Participant agrees to make modifications to its program if requested by County.

7. Either Party may terminate this Agreement, provided that the Party terminating this Agreement gives thirty (30) days written notice of termination to the other Party, which shall be served upon the other Party by first class mail.

8. This agreement may be modified or amended only in writing and duly executed by both Parties. Any modification or amendment shall be attached to and become part of this Agreement. All notices concerning this Agreement shall be delivered in writing to the Parties.

9. In the event either Party to this agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be County of Rensselaer, New York.

10. Participant acknowledges and agrees that the services to be provided pursuant to the terms of this Agreement are provided as an independent contractor and not as an agent or as employees of the County. Participant agrees to indemnify and hold harmless and defend County and its agents, officers and employees, from and against any and all claims or causes of action, including reasonable attorneys' fees and expenses incurred by County in connection with any such claims or causes of action, which may arise as a consequence of any act or omission on the part of Participant, its agents or employees which occurs during the performance of the services to be provided hereunder. Participant further agrees (a) to maintain during the term of this Agreement such Workers' Compensation and Disability Insurance coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to County and naming County as additional insured on a primary and non-contributory basis, and (b) to provide to County proof of all such insurance coverage at the time of the signature of this Agreement by Participant.

11. The term of this Agreement begins on January 1, 2020 and ends on December 31, 2020.

12. Non-Discrimination

The Participant agrees that in carrying out its activities under the terms of the Agreement that it shall abide by the applicable provisions of the Human Rights Law of the State of New York, as set forth in Sections 290-301 of the Executive Law of the State of New York.

13. Federal, State and Local Law and Regulations Compliance

The Participant agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders.

14. Disclosure

The Participant certifies, to the best of its knowledge and belief, that:

A. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Participant, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering

into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant loan, or cooperative Agreement.

B. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than \$10,000 and not more than \$100,000 for each such failure.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties. Rensselaer County has adopted an electronic signature policy. If this Agreement is signed electronically, then the digital signatures shall appear on the last page of the document and shall be of full force and effect as if signed manually on this page.

STOP-DWI ENFORCEMENT AGREEMENT

This Agreement (“Agreement”) is made by and between Rensselaer County, acting on behalf of its STOP DWI Department, located at 1600 Seventh Avenue, Troy, New York 12180, hereinafter called the “County” and Town of Schodack located at 265 Schuuman Road, Castleton, NY 12033, hereinafter called the “Participant”. County and Participant are sometimes referred to in this Agreement individually as a “Party” and collectively as the “Parties”.

WHEREAS, County wishes to establish and administer, and Participant wishes to participate in, a special countermeasure enforcement program for enforcing existing Driving While Intoxicated “DWI” laws and decreasing the number of alcohol related motor vehicle accidents; and

WHEREAS, the program will strive to increase public awareness of the dangers of impaired driving by maintaining a high visibility in the law enforcement area, increase enforcement to deter the motoring public from driving while impaired, and enforce alcohol laws as they relate to minors; and

NOW, THEREFORE, the Parties hereby agree as follows:

1. Participant, through its Police Department, will implement Special DWI patrols for traffic safety STOP-DWI measures within the municipal boundaries of Participant. The individuals chosen for the patrols must satisfy the following qualifications:
 - a. The officers must have completed basic training (Municipal Police Training Council School); and
 - b. The officers must have experience on road patrols, in particular apprehending and charging an impaired driver.
2. Participant, through its Police Chief, will designate a representative to file all activities/expense reports with the County within 15 days of each detail on forms that will be provided by the County.
3. The officers selected for the Special DWI patrols must be assigned by Participant to road patrols for vehicle and traffic violations and drunk driving offenses only. Emergency situations may be answered only to provide initial back-up. In no instance (other than outlined above) shall a Participant STOP-DWI funded officer be used to supplement manpower losses incurred by the Participant. If an officer is ordered to fulfill such a request, County may immediately discontinue program funding under this Agreement.
4. Participant may only use STOP-DWI Enforcement funding under this Agreement for DWI patrols and underage drinking enforcement for the term of this Agreement. If during the term of this Agreement Participant incurs total expenses less than the not-to-exceed amount in Section 5, then County is not required to pay the unused funding amount to Participant.
5. County will reimburse Participant for expenses actually incurred by Participant in providing services under this Agreement, but in no event is County required to reimburse Participant more than \$2,000.00. After receipt of all reports required under Section 3 and any other information and documentation reasonably requested by County, County will reimburse Participant in a lump sum payment prior to the termination of this Agreement, provided, however, that Participant expressly acknowledges and agrees that this Agreement is executory to the extent third party funding is relied upon by County for the payment of any goods, labor or services to be furnished by the Participant under the terms and provisions of this Agreement, and that in the event such funding shall not be received by the County, this Agreement may be terminated by County upon reasonable prior written notice to Participant and County shall not be responsible for any reimbursement to Participant.

6. The County may evaluate the Participant STOP-DWI Enforcement program on a continuing basis during the term of this Agreement. The evaluations may, at the discretion of the County STOP-DWI Director, assess, among other things, the effectiveness of the program and the Participant agrees to make modifications to its program if requested by County.

7. Either Party may terminate this Agreement, provided that the Party terminating this Agreement gives thirty (30) days written notice of termination to the other Party, which shall be served upon the other Party by first class mail.

8. This agreement may be modified or amended only in writing and duly executed by both Parties. Any modification or amendment shall be attached to and become part of this Agreement. All notices concerning this Agreement shall be delivered in writing to the Parties.

9. In the event either Party to this agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be County of Rensselaer, New York.

10. Participant acknowledges and agrees that the services to be provided pursuant to the terms of this Agreement are provided as an independent contractor and not as an agent or as employees of the County. Participant agrees to indemnify and hold harmless and defend County and its agents, officers and employees, from and against any and all claims or causes of action, including reasonable attorneys' fees and expenses incurred by County in connection with any such claims or causes of action, which may arise as a consequence of any act or omission on the part of Participant, its agents or employees which occurs during the performance of the services to be provided hereunder. Participant further agrees (a) to maintain during the term of this Agreement such Workers' Compensation and Disability Insurance coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to County and naming County as additional insured on a primary and non-contributory basis, and (b) to provide to County proof of all such insurance coverage at the time of the signature of this Agreement by Participant.

11. The term of this Agreement begins on January 1, 2020 and ends on December 31, 2020.

12. Non-Discrimination

The Participant agrees that in carrying out its activities under the terms of the Agreement that it shall abide by the applicable provisions of the Human Rights Law of the State of New York, as set forth in Sections 290-301 of the Executive Law of the State of New York.

13. Federal, State and Local Law and Regulations Compliance

The Participant agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders.

14. Disclosure

The Participant certifies, to the best of its knowledge and belief, that:

A. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Participant, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering

into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant loan, or cooperative Agreement.

B. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than \$10,000 and not more than \$100,000 for each such failure.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties. Rensselaer County has adopted an electronic signature policy. If this Agreement is signed electronically, then the digital signatures shall appear on the last page of the document and shall be of full force and effect as if signed manually on this page.

STOP-DWI ENFORCEMENT CRACKDOWN AGREEMENT

THIS AGREEMENT (“Agreement”) made by and between Rensselaer County, acting on behalf of its STOP DWI Department, located 1600 Seventh Avenue, Troy, New York 12180, hereinafter called the “County”, and Town of Schodack located at 265 Schuuman Road, Castleton, NY, 12033, hereinafter called the “Participant”. County and Participant are sometimes referred to in this Agreement individually as a “Party” and collectively as the “Parties”.

WHEREAS, the Parties are interested in enforcing DWI laws and in decreasing number of alcohol related motor vehicle accidents through special countermeasure enforcement programs; and

WHEREAS, this goal can be accomplished by increasing public awareness of the dangers of impaired driving by maintaining a high visibility in the law enforcement area, by increasing enforcement to deter the motoring public from driving while impaired, and by enforcing alcohol laws as they relate to minors; and

NOW, THEREFORE, the Parties hereby agree as follows:

1. Participant, through its Police Department, will implement Special DWI patrols for traffic safety STOP-DWI measures within the municipal boundaries of Participant. The individuals chosen for the patrols must satisfy the following qualifications:

- a. The officers must have completed basic training (Municipal Police Training Council School); and
- b. The officers must have experience on road patrols, in particular apprehending and charging an impaired driver.

2. The Special DWI patrols will coincide with the NYS recognized DWI Enforcement Crackdown Dates as follows:

Halloween - October 31 – November 3, 2019

Thanksgiving - November 27 – December 1, 2019

Holiday Season - December 11 – January 1, 2020

Super Bowl - January 31 – February 3, 2020

St. Patricks’ Day - March 13 - March 18, 2020

Memorial Day - May 22 – 26, 2020

4th of July - July 3 – July 6, 2020

Labor Day - August 19 – September 7, 2020

3. Participant, through its Police Chief, will designate a representative to file all activities/expense reports with the County STOP-DWI Director within 15 days of each detail on forms that will be provided by the County.

4. The officers selected for the Special DWI patrols must be assigned by Participant to road patrols for vehicle and traffic violations and drunk driving offenses only. Emergency situations may be answered only to provide initial back-up. In no instance (other than outlined above) shall a Participant STOP-DWI funded officer be

used to supplement manpower losses incurred by the Participant. If an officer is ordered to fulfill such a request, County may immediately discontinue program funding under this Agreement.

5. The Participant may only use STOP-DWI Enforcement Crackdown funding under this Agreement for the crackdown dates listed in Section 2. Should a positive balance exist at the termination of this Agreement those funds will be forfeited and expired.

6. County will reimburse Participant for expenses actually incurred by Participant in providing services under this Agreement, but in no event is County required to reimburse Participant more than \$2,500.00. After receipt of all reports required under Section 3 and any other information and documentation reasonably requested by County, County will reimburse Participant in a lump sum payment prior to the termination of this Agreement, provided, however, that Participant expressly acknowledges and agrees that this Agreement is executory to the extent third party funding is relied upon by County for the payment of any goods, labor or services to be furnished by the Participant under the terms and provisions of this Agreement, and that in the event such funding shall not be received by the County, this Agreement may be terminated by County upon reasonable prior written notice to Participant and County shall not be responsible for any reimbursement to Participant.

7. The County STOP-DWI Director may evaluate the Participant STOP-DWI Enforcement program on a continuing basis during the term of this Agreement. The evaluations may, at the discretion of the County STOP-DWI Director, assess, among other things, the effectiveness of the program and the Participant agrees to make modifications to its program if requested by County.

8. Either Party may terminate this Agreement, provided that the Party terminating this Agreement gives thirty (30) days written notice of termination to the other Party, which shall be served upon the other Party by first class mail.

9. This agreement may be modified or amended only in writing and duly executed by both Parties. Any modification or amendment shall be attached to and become part of this Agreement. All notices concerning this Agreement shall be delivered in writing to the Parties.

10. In the event either Party to this agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be County of Rensselaer, New York.

11. Participant acknowledges and agrees that the services to be provided pursuant to the terms of this Agreement are provided as an independent contractor and not as an agent or as employees of the County. Participant agrees to indemnify and hold harmless and defend County and its agents, officers and employees, from and against any and all claims or causes of action, including reasonable attorneys' fees and expenses incurred by County in connection with any such claims or causes of action, which may arise as a consequence of any act or omission on the part of Participant, its agents or employees which occurs during the performance of the services to be provided hereunder. Participant further agrees (a) to maintain during the term of this Agreement such Workers' Compensation and Disability Insurance coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to County and naming County as additional insured on a primary and non-contributory basis, and (b) to provide to County proof of all such insurance coverage at the time of the signature of this Agreement by Participant.

12. The term of this Agreement begins on October 31, 2019 and ends on September 7, 2020.



2019-01-11

December 23, 2019
VIA EMAIL & MAIL

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

Re: 2020 Contract Addendums
Town of Schodack, New York

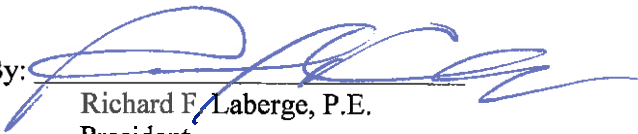
Dear Supervisor Harris:

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

2020-01	Planning & Zoning	Hourly	Escrowed
2020-02	Wastewater	Hourly Up To	\$10,000
2020-03	Water	Hourly Up To	\$10,000
2020-04	Planning & Economic Development	Hourly Up To	\$12,000
2020-05	MS4	Lump Sum	\$48,500

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

Very truly yours,
LABERGE GROUP

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

RFL: cjb
Encs.

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

I:\Mktg\NBD\S\Schodack\CONTRACT AND ADDENDUM RELATED\2020\XMIT Add 2020-01-05 Extension.docx

CONTRACT ADDENDUM NO. 2020 – 01
(Planning & Zoning Services)

DATED: January 10, 2020

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

The original Agreement, between Town of Schodack, Rensselaer County, New York, the OWNER and Laberge Group, the ENGINEER is hereby amended to increase the Hourly Rates in Paragraph A.5 for Planning Board and Zoning Board of appeals to the following:

Principal/Project Manager.....	\$200
Project Engineer/Planner.....	\$139
Assistant Engineer/Planner.....	\$104
Administrative Assistant.....	\$74

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

TOWN OF SCHODACK

BY: _____
David Harris, Supervisor

LABERGE GROUP

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

**CONTRACT ADDENDUM NO. 2020 – 02
(Wastewater Engineering & Planning Services)**

DATED: January 10, 2020

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

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

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

Fee for said services shall be an hourly basis plus expenses not to exceed \$10,000 for 2020.

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

TOWN OF SCHODACK

BY: _____
David Harris, Supervisor

LABERGE GROUP

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

CONTRACT ADDENDUM NO. 2020-03
(Water Engineering & Planning Services)

DATED: January 10, 2020

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

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

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


Fee for said services shall be an hourly basis plus expenses not to exceed \$10,000 for 2020.

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

TOWN OF SCHODACK

BY: _____
David Harris, Supervisor

LABERGE GROUP

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

CONTRACT ADDENDUM NO. 2020 – 04
(General Planning & Economic Development Services)

DATED: January 10, 2020

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

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

This Addendum authorizes services concerning planning, coordination, grant applications, general engineering and consultation related to issues of general planning interest and/or economic development in the Town.


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

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

TOWN OF SCHODACK

BY: _____
David Harris, Supervisor

LABERGE GROUP

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

CONTRACT ADDENDUM NO. 2020 – 05
(2020-2021 MS4 Program)

DATED: January 10, 2020

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

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

This Addendum authorizes additional services for the MS4 Consulting Services for the Town of Schodack for the MS4 year March 10, 2020 – March 9, 2021. Services for each task listed will be billed monthly.

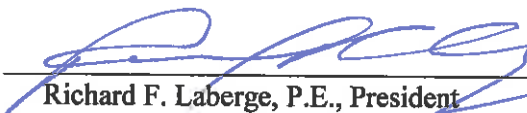
<u>Services</u>	<u>Fee</u>	
Administration & Meetings	\$16,000	
Field Work & Testing	\$23,000	
Coalition Meetings	\$ 4,500	
	<u>Total</u>	<u>\$43,500</u>
Standard Operating Procedures	\$ 5,000	(One time task)
	<u>\$48,500</u>	

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

TOWN OF SCHODACK

BY: _____
David Harris, Supervisor

LABERGE GROUP

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

CONTRACT ADDENDUM NO. 2020 – 01
(Planning & Zoning Services)

DATED: January 10, 2020

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

The original Agreement, between Town of Schodack, Rensselaer County, New York, the OWNER and Laberge Group, the ENGINEER is hereby amended to increase the Hourly Rates in Paragraph A.5 for Planning Board and Zoning Board of appeals to the following:

Principal/Project Manager.....	\$200
Project Engineer/Planner.....	\$139
Assistant Engineer/Planner.....	\$104
Administrative Assistant.....	\$74

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

TOWN OF SCHODACK

BY: _____
David Harris, Supervisor

LABERGE GROUP

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

CONTRACT ADDENDUM NO. 2020 – 02
(Wastewater Engineering & Planning Services)

DATED: January 10, 2020

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

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

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


Fee for said services shall be an hourly basis plus expenses not to exceed \$10,000 for 2020.

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

TOWN OF SCHODACK

BY: _____
David Harris, Supervisor

LABERGE GROUP

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

CONTRACT ADDENDUM NO. 2020-03
(Water Engineering & Planning Services)

DATED: January 10, 2020

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

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

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


Fee for said services shall be an hourly basis plus expenses not to exceed \$10,000 for 2020.

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

TOWN OF SCHODACK

BY: _____
David Harris, Supervisor

LABERGE GROUP

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

**CONTRACT ADDENDUM NO. 2020 – 04
(General Planning & Economic Development Services)**

DATED: January 10, 2020

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

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

This Addendum authorizes services concerning planning, coordination, grant applications, general engineering and consultation related to issues of general planning interest and/or economic development in the Town.

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

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

TOWN OF SCHODACK

BY: _____
David Harris, Supervisor

LABERGE GROUP

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

CONTRACT ADDENDUM NO. 2020 – 05
(2020-2021 MS4 Program)

DATED: January 10, 2020

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

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

This Addendum authorizes additional services for the MS4 Consulting Services for the Town of Schodack for the MS4 year March 10, 2020 – March 9, 2021. Services for each task listed will be billed monthly.

<u>Services</u>	<u>Fee</u>
Administration & Meetings	\$16,000
Field Work & Testing	\$23,000
Coalition Meetings	\$ 4,500
Total	<u>\$43,500</u>
Standard Operating Procedures	<u>\$ 5,000</u> (One time task)
	\$48,500

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

TOWN OF SCHODACK

BY: _____
David Harris, Supervisor

LABERGE GROUP

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



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

2020-73

December 26, 2019

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

Re: 2020 Animal Shelter Agreement

Dear Supervisor Harris:

Enclosed, please see the proposed 2020 Animal Shelter Agreement for the Mohawk Hudson Humane Society for your review and approval.

Please be aware that the proposed 2020 Animal Shelter Agreement includes a table summarizing fees for added clarity. There is no fee increase this year. We have changed language that added an additional amount per day for every day past the standard redemption to reflect the lesser daily rate we have always billed for additional days. Also, this year the NYS Department of Agriculture and Markets Article 26 added the holding period of no less than three days for unidentified stray cats. You will find this in section 374 of that law and we have adjusted contract language to reflect this. Lastly, the Society will no longer accept stray animals directly from residents of your municipality without prior approval from your Animal Control Officer or another municipal authority and we will bill the municipality for the care of any animal taken in with this approval.

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

Best,

A handwritten signature in black ink, appearing to read "Todd Cramer", with a long horizontal flourish extending to the right.

Todd Cramer
President & CEO

Enclosure

Animals. Advocacy. Adoption.

2020 Animal Shelter Agreement between
Mohawk and Hudson River Humane Society and the
Town of Schodack

THIS AGREEMENT, (hereinafter, "AGREEMENT") made this _____ day of _____, 2019, and effective January 1, 2020 to December 31, 2020 between the Town of Schodack, a municipal corporation in the County of Rensselaer, State of New York, hereinafter "MUNICIPALITY" and the MOHAWK AND HUDSON RIVER HUMANE SOCIETY, a domestic non-profit corporation, with its principal place of business at 3 Oakland Avenue, Menands, County of Albany and the State of New York, hereinafter "SOCIETY."

WITNESSETH

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

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

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

ARTICLE I

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

MUNICIPALITY shall provide the owner with proof of compliance of licensure and payment of redemption fees, and the owner of the animal shall present said proof to the SOCIETY.

- 4.) The SOCIETY will operate an animal shelter as required in the LAW and will make itself accessible daily to the MUNICIPALITY for the acceptance of dogs and cats brought to the SOCIETY by the MUNICIPALITY. The SOCIETY agrees to provide SOCIETY staff to aid in the entry process for municipal animals into the shelter during business hours only. Officers of the MUNICIPALITY will be given twenty-four (24) hour access, for the limited purpose of bringing animals to the SOCIETY'S incoming area. If the SOCIETY'S incoming area is full or does not contain adequate housing for the specific type of animal, the MUNICIPALITY officer will contact the on-call SOCIETY staff for assistance in kenneling the MUNICIPALITY'S animals. For any dog brought to the SOCIETY by the MUNICIPALITY under Article 7 of the LAW, the expenses and care of the dog will be the sole responsibility of the SOCIETY at the conclusion of the redemption period. The SOCIETY will file and maintain a complete record of any seizure and subsequent disposition of any Animal in the manner described by the Commissioner of Agriculture & Markets, as well as any record required by Article 7 and the rules and regulations promulgated pursuant thereto.
- 5.) The MUNICIPALITY agrees that all animals suffering from illness or injury will be treated by a licensed veterinarian at the MUNICIPALITY'S expense before being brought to the SOCIETY for holding. Other than prophylactic care provided for in Article II, if veterinary care is required during the redemption period or during the court mandated holding period, the SOCIETY will bill the MUNICIPALITY for the cost of the service. The SOCIETY'S professional staff will determine the need for veterinary care.
- 6.) The SOCIETY'S records relative to the dispositions of any Animals seized by the MUNICIPALITY shall be available for inspection by the MUNICIPALITY at the times at which the SOCIETY'S offices are open to the public.
- 7.) The MUNICIPALITY will complete applicable intake forms provided by the MUNICIPALITY or by the SOCIETY at the time the animals are brought to the Society for each animal including desired holding time, seizure reason and release date.
- 8.) The redemption period for Animals identified with a municipal license identification tag, non-municipal identification or an implanted microchip identifier is seven (7) days or nine (9) days if served by mail. The redemption period is five (5) days for Animals with no identification. Unless otherwise set by The MUNICIPALITY, the stray holding period for unidentified cats will be no less than three days per NYS Agriculture and Markets Article 26, section 374. The MUNICIPALITY will inform the SOCIETY of the method of notification. The MUNICIPALITY may request in writing that an Animal may be held by the SOCIETY for a period greater than the standard redemption period. The MUNICIPALITY will notify the SOCIETY of the final date of the redemption period at the time the animal is brought to the SOCIETY.
- 9.) The MUNICIPALITY acknowledges the SOCIETY is required to hold Animals for a period of time (currently ten days), in accordance with New York State and local Public Health

law, for observation that may have potentially exposed a person or other animal to rabies through bite or other means. This confinement period will be invoiced to the MUNICIPALITY.

ARTICLE II

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

- 2.) The MUNICIPALITY agrees to pay the SOCIETY for service rendered under this agreement. The following are the fees that will be charged to the MUNICIPALITY:

Table A, Summary of Fees

Per Day Housing	Per Animal Services
-----------------	---------------------

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

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

ARTICLE III

- 1.) This Agreement shall become effective on January 1, 2020 and shall continue in effect until December 31, 2020. Continued use of the SOCIETY's animal sheltering services on or after January 1, 2020 constitutes constructive acceptance of the terms of this agreement, in the absence of a signed agreement.
- 2.) Notwithstanding the foregoing, either party shall have the right to terminate this contract with or without cause upon thirty (30) days written notice of such termination.
- 3.) Notwithstanding the prior terms hereof, the SOCIETY by its Board of Directors reserves the right, on thirty (30) days written notice, to terminate this Agreement without further responsibility on its part in the event that the MUNICIPALITY adopts any local law or ordinance which requires the SOCIETY to perform any act inconsistent with its humane principles.
- 4.) If any term or provision of the Agreement or the application thereof to any person, firm or corporation or circumstance shall, to any extent, be determined to be invalid or unenforceable, the remainder of the Agreement, or the application of such terms or provisions to persons, firms, or corporations or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term or provision of the Agreement shall be valid and be enforced to the fullest extent permitted by law.

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

By:

Signature

Municipal Official Name (Please Print)

Title

Date

MOHAWK AND HUDSON RIVER HUMANE SOCIETY

By:

Date:

CEO

Mohawk & Hudson River Humane Society

Dawne Kelly

From: Christopher P. Langlois <cpl@girvinlaw.com>
Sent: Friday, January 3, 2020 3:56 PM
To: Dawne Kelly
Cc: David Harris
Subject: Brunner v. T/O Schodack

Hi Dawne – The Petitioners in the Amazon lawsuit have recently filed a motion with the Third Department that we’re going to have to respond to. Back at the September, 2019 meeting, the Board increased the “not to exceed” legal fee amount in the case to \$20,000 (Resolution 2019-224). We’re at just under \$19,000 now in fees billed/to be billed through December, so I’m recommending that the Board increase the “not to exceed” amount to \$25,000. Can you prepare a Resolution to that effect for the January 9th meeting?

Christopher P. Langlois
Girvin & Ferlazzo, P.C.
20 Corporate Woods Boulevard
Albany, New York 12211
O - 518-462-0300
F - 518-462-5037
E - cpl@girvinlaw.com

The information contained in this email message and attached file is intended only for the use of the individual or entity named above and may contain information that is privileged and/or confidential. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify Girvin & Ferlazzo, P.C., immediately, (attorneys@girvinlaw.com) or (518 462 0300), to arrange for properly deleting the message from your system and returning the original message via the U.S. Postal Service. THANK YOU.

Rocket Monitoring Services, LLC

Commercial Remote Monitoring Agreement

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

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

System Owner: Town of Schodack, NY

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

Billing Address: 265 Schuurman Road, Castleton, NY 12033

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

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

1. Term of Agreement:

This Agreement is for a term of 1 year. January 1, 2020 through December 31, 2020.

2. Fees & Payments:

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

3. Remote Monitoring:

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

4. Reporting:

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

5. Technical Support:

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

6. Termination/Cancellation:

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

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

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

7. Assignment by RMS:

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

8. LIMITATION OF LIABILITY

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



ROCKET MONITORING SERVICES

Dated: _____

System Owner

By: _____

Name: _____

Title: _____

Rocket Monitoring Services, LLC

By: [Signature]

Name: Michael Curran

Title: Manager/Owner

1-6-2020

Inv #1838

Rocket Monitoring Services, LLC

P.O. Box 925

Cape Canaveral, FL 32920

Telephone: 321-613-3321

Cell: 321-505-0504

Email: support@rocketmonitoring.com