

2017-09

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Schodack Town Clerk

AGREEMENT

Entered into and effective as of this 14 day of October, 2016, by and between the **TOWN OF SCHODACK**, by and through its Town Board, with its offices located at 265 Schuurman Road, Castleton, New York, hereinafter referred to as the "TOWN", and **GOLDBERGER AND KREMER**, with its principal place of business located at 39 North Pearl Street, Suite 201, Albany, New York 12207.

I. The **TOWN** hereby retains and employs **GOLDBERGER AND KREMER** as its Labor Relations Attorneys and Consultants to provide to the **TOWN** the following professional services:

a. Comprehensive negotiating services, as may be requested by the Town, for its collective bargaining units in which terms and conditions of employment between the **TOWN** and its employees are negotiated. These services shall include, but not be limited to, preparation of all proposals, participation as principal spokesperson, drafting of the agreement, attendance at meetings of the Town Board, and representation during contract mediation, fact finding, and/or interest arbitration as requested by the Town.

b. Provide advice regarding the **TOWN'S** rights and liabilities in connection with:

- i. Civil Service Law;
- ii. Taylor Law;
- iii. Fair Labor Standards Act;
- iv. Unemployment Insurance Law;
- v. Workers' Compensation Law;
- vi. Human Rights/Discrimination;
- vii. Disability Benefits;
- viii. Contract Administration and Enforcement;

- ix. Grievances Filed Against Employer;
 - x. Employee Discipline Matters;
 - xi. Work Rules;
 - xii. Layoff Procedures;
 - xiii. General Municipal Law;
 - xiv. Americans With Disabilities Act;
 - xv. Family and Medical Leave Act; and
 - xvi. Omnibus Transportation Employees Testing Act of 1991 (CDL Drug Testing).
- c. Representation in administrative disciplinary proceedings against employees, contract grievance proceedings, and workplace investigations.
 - d. Representation before the Public Employment Relations Board, State and/or Federal Courts in labor-related litigation.
 - e. Advice and representation in such other labor relations/employment law matters as may be requested by the Town.
2. The TOWN hereby agrees to compensate GOLDBERGER AND KREMER for the services mentioned above as follows:
- a. At the rate of \$225.00 per hour for the first contract year;
 - b. At the rate of \$235.00 per hour for the second contract year (\$10.00 increase); and
 - c. At the rate of \$245.00 per hour for the third contract year (\$10.00 increase).

Travel time shall be charged at the applicable rate. Normal disbursements such as mileage, tolls, telephone charges, filing fees, etc. shall be stated separately on each invoice.

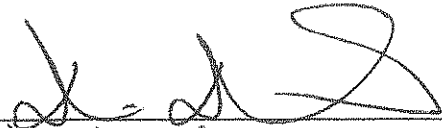
3. The term of this Agreement shall be three years commencing October 14, 2016. The TOWN may terminate this Agreement at any time upon thirty (30) days' written notice

from the TOWN to GOLDBERGER AND KREMER.

IN WITNESSES WHEREOF, the parties have executed this Agreement on the day and year first written above.

TOWN OF SCHODACK

By:


Dennis Dawds, Supervisor
Resident in 2016-2017

GOLDBERGER AND KREMER

By:


Bryan J. Goldberger



2017-052

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2017 Standard Mileage Rates for Business, Medical and Moving Announced

IR-2016-169, Dec. 13, 2016

WASHINGTON — The Internal Revenue Service today issued the 2017 optional standard mileage rates used to calculate the deductible costs of operating an automobile for business, charitable, medical or moving purposes.

Beginning on Jan. 1, 2017, the standard mileage rates for the use of a car (also vans, pickups or panel trucks) will be:

- 53.5 cents per mile for business miles driven, down from 54 cents for 2016
- 17 cents per mile driven for medical or moving purposes, down from 19 cents for 2016
- 14 cents per mile driven in service of charitable organizations

The business mileage rate decreased half a cent per mile and the medical and moving expense rates each dropped 2 cents per mile from 2016. The charitable rate is set by statute and remains unchanged.

The standard mileage rate for business is based on an annual study of the fixed and variable costs of operating an automobile. The rate for medical and moving purposes is based on the variable costs.

Taxpayers always have the option of calculating the actual costs of using their vehicle rather than using the standard mileage rates.

A taxpayer may not use the business standard mileage rate for a vehicle after using any depreciation method under the Modified Accelerated Cost Recovery System (MACRS) or after claiming a Section 179 deduction for that vehicle. In addition, the business standard mileage rate cannot be used for more than four vehicles used simultaneously.

These and other requirements are described in [Rev. Proc. 2010-51, Notice 2016-79](#), posted today on [IRS.gov](#), contains the standard mileage rates, the amount a taxpayer must use in calculating reductions to basis for depreciation taken under the business standard mileage rate, and the maximum standard automobile cost that a taxpayer may use in computing the allowance under a fixed and variable rate plan.

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Effective: January 1, 2017

477-8491

**TOWN OF SCHODACK TRANSFER/RECYCLING STATION
RULES AND REGULATIONS**

For more information on our Transfer Station please visit

<http://www.schodack.org/transfer-station-and-recycling>

- 1) The Town of Schodack Transfer/Recycling Station is for use by Town residents only and is for disposal of refuse generated within the Town of Schodack. Proof of residency **and** vehicle registration **must be provided** in order to utilize facility.

- 2) **Personal checks or money orders are the only means of payment accepted at the Transfer Station.**

Brush will be accepted up to 30 minutes before closing each day.

- 3) The Schodack Transfer/Recycling Station area shall be open for disposal as follows:

Tuesday	7:00 a.m. - 5:00 p.m.
Wednesday	7:00 a.m. - 2:00 p.m.
Thursday	7:00 a.m. - 2:00 p.m.
Friday	7:00 a.m. - 2:00 p.m.
Saturday	7:00 a.m. - 3:00 p.m.

The Transfer Station is closed all day Sunday, Monday and Holidays as posted.

- 4) Residents will be required to pay for each 30-gallon bag, or portion thereof, of refuse disposed of as follows:

a)	52-bag punch card	\$104.00
b)	12-Bag Punch Card	\$ 30.00
c)	30-gallon bag or equivalent	\$ 3.00 each
	(Previously purchased punch cards will be honored)	

- 5) **There will be an additional charge for:**

a)	Refrigerators, freezers, dehumidifiers, air conditioners***	\$12.00 each or <u>6</u> punches
b)	Metal goods:	\$ 6.00 each or <u>3</u> punches
	Stoves, washers, dryers, water tanks,	
	riding lawn mowers, Bulk metals	
c)	Tires (car and light truck)	\$ 4.00 each or <u>2</u> punches
	Tires with rims	\$ 6.00 each or <u>3</u> punches
	Larger tires	*PRICED BY SIZE*
d)	Bulky furniture **	\$10.00 each or <u>5</u> punches
e)	Household construction debris, 30 gallon container	\$10.00 each or <u>5</u> punches
f)	Propane tanks	\$ 6.00 each or <u>3</u> punches
g)	Push Mowers	\$ 5.00 each or <u>3</u> punches
h)	Gas Grills, Bicycles	\$ 5.00 each or <u>3</u> punches
i)	Televisions, Computers, Monitor &	FREE
	Rear Projection Televisions ***	
j)	Computer tower only ***	FREE
k)	Misc. Electronic – printers, copiers, typewriters,	
	radios, microwaves ***	FREE

**Bulky Furniture, i.e.: Sofas, stuffed chairs, mattresses, box springs, rugs etc.

***All Electronics not containing Freon

The Director of the Transfer/Recycling Station or his designee has sole authority to determine ultimate cost of bulky items brought in.

- 6) **RECYCLING IS MANDATORY. NO RECYCLABLES SHOULD BE PLACED IN THE REFUSE CONTAINER.**
- 7) **THE FOLLOWING RECYCLABLES WILL BE ACCEPTED AT NO ADDITIONAL CHARGE:**
 - a) Newspapers/Magazines/Junk Mail – white paper. Books (hard & soft cover)
Shredded paper (bagged)
 - b) Tin cans
 - c) Glass bottles/jars
 - d) Plastic bottles or containers (only recyclable codes 1 - 7)
 - e) Used oil and filters
 - f) Batteries - car and rechargeable
 - g) Anti-Freeze
 - h) Corrugated cardboard/Box Board/Brown
 - i) Clothes - Salvation Army container only
 - j) Brush and logs less than six (6) inches in diameter
- 8) **MATERIALS PROHIBITED AT THE TOWN OF SCHODACK TRANSFER/RECYCLING STATION:**
 - a) Industrial waste
 - b) Infectious waste
 - c) Sludge
 - d) Hazardous waste
 - e) Commercial construction and demolition debris
 - f) Trees and tree stumps
 - g) Gas, Kerosene and Fuel Oil
 - h) Ashes of any kind
- 9) As a consideration to our neighbors, all open loads should be covered and secured while traveling to and from the Transfer Station.

Any violations of these rules and regulations will void tipping privileges.

SPECIAL DATES & HOURS:

SPRING CLEAN-UP - May 11, 12, and 13, 2017 **7 A.M. through 3 P.M.**

FALL CLEAN-UP - October 12, 13, and 14, 2017 **7 A.M. through 3 P.M.**

SHREDDING DAYS – April 15th – East Greenbush **9 A.M. through 12 P.M.**

July 22nd – Town of Schodack **9 A.M. through 12 P.M.**

October 28th – City of Rensselaer **9 A.M. through 12 P.M.**

HOUSEHOLD HAZARDOUS WASTE DAY – Fall of 2017-tentative: subject to grant approval
(conducted at the Town Highway Garage, 3776 US Route 20) **SIGN-UP REQUIRED**

The following days have been designated as 2016 holidays for the Transfer Station

<u>Weekday</u>	<u>Date</u>	<u>Holiday</u>
Tuesday	May 30	Memorial Day *
Tuesday	July 4	Independence Day
Tuesday	September 5	Labor Day *
Thursday	November 23	Thanksgiving Day
Friday	November 24	Day after Thanksgiving

***Transfer Station is closed on Mondays; therefore, pursuant to the Collective Bargaining Agreement, Monday holidays will be observed on Tuesday.**

AGREEMENT

WHEREAS, the Town of Schodack, and Castleton Volunteer Ambulance Services, Inc. entered into an agreement for the provision of emergency medical and related emergency ambulance services effective January 1988; and

WHEREAS, pursuant to the a verbal agreement between the Town of Schodack and Castleton Volunteer Ambulance Service, Inc. the service area was extended to include the Schodack Center Protective District effective October 1, 2003 as previously served by the W. F. Bruen Rescue Squad; and

WHEREAS, the provisions of said agreement specifically provide that it may be renewed, subject to the availability of funds, annually thereafter unless terminated or canceled by mutual agreement of the parties hereto or by condition contained therein; and

WHEREAS, the Town of Schodack has budgeted and collected funds pursuant to the terms of said agreement; and

WHEREAS, the parties hereto wish to extend the effective date of said agreement from January 1, 2017 through December 31, 2017; and

WHEREAS, the Supervisor of the Town of Schodack has been authorized by the Town Board of said municipality to execute said extension; and

WHEREAS, the President of the Castleton Volunteer Ambulance Service, Inc. has been authorized by the membership to execute said extension.

NOW, THEREFORE, IT IS AGREED, that the agreement is hereby renewed for the period from January 1, 2017 through December 31, 2017, in the amount of **One Hundred Fifty-four Thousand Five Hundred Dollars (\$154,500.00)**; and It is further AGREED, that users of ambulance services shall be billed according to the fee schedule which is annexed hereto as Exhibit A; and it is further

AGREED, that Castleton Volunteer Ambulance Services, Inc., may apply to the Town for an amended schedule of fees during the term of this agreement, consistent and in conformance with applicable state and federal billing rules and requirements; and it is further

AGREED, that Castleton Volunteer Ambulance Services, Inc., shall provide the Town, on a quarterly basis, with a report showing fees collected pursuant to this agreement; such reports to be filed by April 20, 2017, July 20, 2017, October 20, 2017 and January 20, 2018 for the previous quarter; and it is further

AGREED, that all other terms and conditions shall be in full force and effect as if fully set forth herein.

TOWN OF SCHODACK

DATED:

Dennis Dowds, Supervisor
(Resolution 2017-056)

**CASTLETON VOLUNTEER
AMBULANCE SERVICE**

James Rosse, Chair
Board of Directors

AGREEMENT

WHEREAS, the Town of Schodack, and Nassau Ambulance, Inc. entered into an agreement for the provision of emergency medical and related emergency ambulance services effective January 1, 2017; and

WHEREAS, the provisions of said agreement (annexed hereto) specifically provide that it may be renewed, subject to the availability of funds, annually thereafter unless terminated or cancelled by mutual agreement of the parties hereto or by condition contained therein; and

WHEREAS, the Town of Schodack has budgeted and collected funds pursuant to the terms of said agreement; and

WHEREAS, the parties hereto wish to extend the effective date of said agreement from January 1, 2017, through December 31, 2017; and

WHEREAS, the Supervisor of the Town of Schodack has been authorized by the Town board of said municipality to execute said extension pursuant to Resolution 2016-056 adopted on January 8, 2017; and

WHEREAS, the President of Nassau Ambulance, Inc. has been authorized by the membership to execute said extension,

NOW, THEREFORE, IT IS RESOLVED that the agreement is hereby renewed for the period of January 1, 2017, through December 31, 2017, in the amount of **Fifty-five Thousand Dollars (\$55,000)**; and it is further

AGREED, that users of ambulance services shall be billed according to the fee schedule which is annexed hereto as Exhibit A; and it is further

AGREED, that Nassau Ambulance, may apply to the Town for an amended schedule of fees during the term of this agreement, consistent and in conformance with applicable state and federal billing rules and requirements; and it is further

AGREED, that Nassau Ambulance, Inc., shall provide the Town, on a quarterly basis, with a report showing fees collected pursuant to this agreement; such reports to be filed by April 20, 2017, July 20, 2017, October 20, 2017 and January 20, 2018 for the previous quarter; and it is further

AGREED, that all other terms and conditions shall be in full force and effect as if fully set forth herein.

TOWN OF SCHODACK

DATED:

Dennis Dowds, Supervisor
(Resolution 2017-056)

NASSAU AMBULANCE, INC.

Bruce Hosley, Chairman
Board of Directors

EAST SCHODACK FIRE PROTECTION CONTRACT

THIS AGREEMENT made the ___ day of January 2017 between The TOWN BOARD OF THE TOWN OF SCHODACK, on behalf of the Nassau Lake West Fire Protection District, located in said Town in the County of Rensselaer, State of New York, hereinafter designated as the Party of the First Part, and EAST SCHODACK FIRE DISTRICT NO. 1, located in the County of Rensselaer, State of New York, hereinafter designated as the Party of the Second Part,

W I T N E S S E T H:

WHEREAS, there has been duly established in the said Town of Schodack a fire protection district, known as the Nassau Lake West Fire Protection District, embracing territory in said Town adjacent to the East Schodack Fire District, as such territory is more fully described in the order establishing such district, and duly adopted by the Town Board of said Town on the 10th day of October, 1957, and

WHEREAS, following a public hearing to consider the proposed provision of this contract duly called by said Town Board on the 10th day of November, 1994, pursuant to Section 184 of the Town Law, said Town Board, by resolution dated December 29, 1994, duly authorized a contract with the East Schodack Fire District for the furnishing of fire protection to said protection district upon the terms and conditions as herein set forth, and

WHEREAS, this contract has been duly authorized by a resolution of the Board of Fire Commissioners of the East Schodack Fire District, dated _____,

and the East Schodack Fire District No. 1, has duly approved the proposed provisions of said contract and expressed their willingness to consent to the terms of this contract, said consent duly executed by its authorized officer, being annexed hereto and made a part hereof,

NOW, THEREFORE, the Party of the First Part does hereby engage the Party of the Second Part and its Fire Department to provide fire protection to said Nassau Lake West Fire Protection District, and said Party of the Second Part, through its Fire Department, agrees to provide such fire protection in the manner and subject to the terms and conditions set forth, to wit:

1. The Fire Department of the said Party of the Second Part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in said Fire Protection District, and when notified by alarm, telephone call, or request from any person within said Fire Protection District, of a fire within said District, such Fire Department shall respond and attend upon the fire without delay with suitable ladder, fire pumping and hose equipment and apparatus and the firemen necessary to properly and adequately operate same, and upon arriving at the scene of any such fire, the attending firemen shall proceed diligently, and in every way reasonably possible under the circumstances to extinguish the fire and to save any lives or property endangered thereby.
2. In consideration of the furnishing of such aid and fire protection and the use of the apparatus and equipment and the services of the firemen as aforesaid, the Party of the First Part hereby agrees to pay to the Party of

the Second Part the sum of **Eighty-Four Thousand Five Dollars (\$84,500.00)**, which sum shall be payable on April 1, 2017 and upon April 1st of each year thereafter until the termination of this contract; it being the intention of the parties hereto that the said sum shall be in payment for the furnishing of aid and fire protection and the use of the apparatus and equipment and the services of the firemen and any special expense incurred in the operation of such fire apparatus and equipment, together with the cost of any materials including gasoline and transportation charges. This contract is one of two of similar content providing for protection to said Fire Protection District, the other being with the Nassau Fire District No. 1.

3. The Party of the Second Part and its Fire Department will at all times during the life of this contract, carry public liability and property damage protection indemnifying and protecting the Party of the First Part and the Nassau Lake West Fire Protection District from the negligence of the Fire Department and its members in the operation of fire department vehicles with limits of **One Million Dollars (\$1,000,000.00)** for personal injuries and **Three Hundred Thousand Dollars (\$300,000.00)** for property damage and provide necessary certificates of insurance, this contract to be terminable if not done.
4. Members of the Fire Department of the Party of the Second Part, while engaged in the performance of their duties in answering, attending upon, or returning from any call, or fire, provided for by this contract, shall have

the same rights, privileges and immunities as if performing the same duties within the East Schodack Fire District No. 1.

5. The monies required to be paid, or expended, by said Town under the terms of this Agreement, shall be a charge upon the Nassau West Fire Protection District to be levied and assessed upon the taxable property in said district and collected at the same time and in the same manner as Town taxes.
6. This Agreement shall become effective January 1, 2017. It shall be deemed renewed on the same basis each year thereafter for a further term of one full calendar year without any further Public Hearing unless one of the contracting parties herein shall notify the other in writing on or before the 20th day of August that it elects to terminate the contract on December 31st in such year. However, the full term of this contract, including renewals, shall not exceed five years.
7. This contract is written pursuant to Article II, Section 184 of Town Law.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement in duplicate dated the ____th day of January 2017.

**TOWN OF SCHODACK
ON BEHALF OF THE NASSAU LAKE
WEST FIRE PROTECTION DISTRICT**

BY: _____
**Dennis Dowds, Supervisor
(Resolution 2017-057)**

EAST SCHODACK FIRE DISTRICT NO. 1

BY: _____
Michael Buckbee, Chairman
East Schodack Fire District No. 1

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

On this ____ day of January 2017, before me the subscriber, personally appeared Dennis Dowds, to me personally known, who being by me duly sworn, did depose and say that he resides in the Town of Schodack, Rensselaer County, New York, that he is the Supervisor of the Town of Schodack, on behalf of the Nassau Lake West Fire Protection District, the corporation described in and which executed the foregoing Instrument; that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Town Board of said town of Schodack; and that he signed her name thereto by like order.

Notary Public, State of New York
My Commission Expires: April 4, 2017

[illegible]

On this _____ day of _____, 2017, before me, the subscriber, personally appeared Michael Buckbee known to me personally, who being by me duly sworn, did depose and say that he resides in East Schodack, Rensselaer County, New York; that he is the Chairman of the Board of Commissioners of the East Schodack Fire District No. 1, the corporation described in an which executed the foregoing Instrument; that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the East Schodack Fire District No. 1; and that he signed his name thereto by like order.

Notary Public, State of New York
My Commission Expires:

NASSAU FIRE PROTECTION CONTRACT

THIS AGREEMENT made the ____ day of January 2017 between the TOWN BOARD OF THE TOWN OF SCHODACK, on behalf of the Nassau Lake West Fire Protection District, located in said Town in the County of Rensselaer, State of New York, hereinafter designated as the Party of the First Part, and NASSAU FIRE DISTRICT NO. 1, located in the County of Rensselaer, State of New York, hereinafter designated as the Party of the Second Part,

W I T N E S S E T H:

WHEREAS, there has been duly established in the said Town of Schodack a fire protection district, known as the Nassau Lake West Fire Protection District, embracing territory in said Town adjacent to the Village of Nassau, as such territory is more fully described in the order establishing such district, and duly adopted by the Town Board of said Town on the 10th day of October, 1957, and

WHEREAS, following a public hearing to consider the proposed provision of this contract duly called by said Town Board on the 10th day of November, 1994, pursuant to Section 184 of the Town Law, said Town Board, by resolution dated December 29, 1994, duly authorized a contract with the Nassau Fire District for the furnishing of fire protection to said protection district upon the terms and conditions as herein set forth, and

WHEREAS, this contract has been duly authorized by a resolution of the Board of Commissioners of the Nassau Fire District, dated _____ 2017, and Nassau Fire District No. 1, has duly approved the proposed provisions of said contract and

expressed their willingness to consent to the terms of this contract, said consent duly executed by its authorized officer, being annexed hereto and made a part hereof,

NOW, THEREFORE, the Party of the First Part does hereby engage the Party of the Second Part and its Fire Department to furnish fire protection to said Nassau Lake West Fire Protection District, and said Party of the Second Part, through its Fire Department, agrees to furnish such fire protection in the manner and subject to the terms and conditions set forth, to wit:

1. The Fire Department of the said Party of the Second Part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in said Fire Protection District, and when notified by alarm, telephone call, or request from any person within said Fire Protection District, of a fire within said District, such Fire Department shall respond and attend upon the fire without delay with suitable ladder, fire pumping and hose equipment and apparatus and the firemen necessary to properly and adequately operate same, and upon arriving at the scene of any such fire, the attending firemen shall proceed diligently, and in every way reasonably possible under the circumstances to extinguish the fire and to save any lives or property endangered thereby.
2. In consideration of the furnishing of such aid and fire protection and the use of the apparatus and equipment and the services of the firemen as aforesaid, the Party of the First Part hereby agrees to pay to the Party of the Second Part the sum of **Fifty-five Thousand Dollars (\$55,000.00)**, which sum shall be payable on April 1, 2017 and upon April 1st of each

year thereafter until the termination of this contract; it being the intention of the parties hereto that the said sum shall be in payment for the furnishing of aid and fire protection and the use of the apparatus and equipment and the services of the firefighters and any special expense incurred in the operation of such fire apparatus and equipment, together with the cost of any materials including gasoline and transportation charges. This contract is one of two of similar content providing for protection to said Fire Protection District, the other being with the East Schodack Fire District No. 1.

3. The Party of the Second Part and its Fire Department will at all times during the life of this contract, carry public liability and property damage protection indemnifying and protecting the Party of the First Part and the Nassau Lake West Fire Protection District from the negligence of the Fire Department and its members in the operation of fire department vehicles with limits of **One Million Dollars (\$1,000,000.00)** for personal injuries and **Three Hundred Thousand Dollars (\$300,000.00)** for property damage and provide necessary certificates of insurance, this contract to be terminable if not done.
4. Members of the Fire Department of the Party of the Second Part, while engaged in the performance of their duties in answering, attending upon, or returning from any call, or fire, provided for by this contract, shall have the same rights, privileges and immunities as if performing the same duties within the Nassau Fire District No. 1.

5. The monies required to be paid, or expended, by said Town under the terms of this Agreement, shall be a charge upon the Nassau West Fire Protection District to be levied and assessed upon the taxable property in said district and collected at the same time and in the same manner as Town taxes.
6. This Agreement shall become effective January 1, 2017. It shall be deemed renewed on the same basis each year thereafter for a further term of one full calendar year without any further Public Hearing unless one of the contracting parties herein shall notify the other in writing on or before the 20th day of August that it elects to terminate the contract on December 31st in such year. However, the full term of this contract, including renewals, shall not exceed five years.
7. This contract is written pursuant to Article II, Section 184 of Town Law.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered
this Agreement in duplicate dated the ____ day of _____ 2017.

**TOWN OF SCHODACK
ON BEHALF OF THE NASSAU LAKE
WEST FIRE PROTECTION DISTRICT**

NASSAU FIRE DISTRICT NO. 1

BY: _____
**Dennis Dowds, Supervisor
(Resolution 2017-057)**

BY: _____
**Matthew Cooper,
Board of Fire Commissioners**

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

On this ____ day of January 2017, before me the subscriber, personally appeared Dennis Dowds, to me personally known, who being by me duly sworn, did depose and say that he resides in the Town of Schodack, Rensselaer County, New York, that he is the Supervisor of the Town of Schodack, on behalf of the Nassau Lake West Fire Protection District, the corporation described in and which executed the foregoing Instrument; that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Town Board of said Town of Schodack; and that he signed her name thereto by like order.

Notary Public, State of New York
My Commission Expires: April 4, 2017

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

On this ____ day of January 2017, before me, the subscriber, personally appeared Matthew Cooper known to me personally, who being by me duly sworn, did depose and say that he resides in the Village of Nassau, Rensselaer County, New York; that he is the Chairman of the Board of Commissioners of the Nassau Fire District No. 1, the corporation described in an which executed the foregoing Instrument; that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Nassau Fire District No. 1; and that he signed his name thereto by like order.

Notary Public, State of New York
My Commission Expires: _____

CONSENT TO FIRE PROTECTION CONTRACT

KNOW ALL MEN BY THESE PRESENTS, that the Nassau Fire District No. 1, located in the Village of Nassau, County of Rensselaer, State of New York does hereby consent to the execution of a contract between the said Fire District and the Town Board of the Town of Schodack on behalf of the Nassau Lake West Fire Protection District for the provision of fire protection by this Fire Company to said District, a copy of which contract is annexed hereto, and said Fire Company agrees to the terms of such contract and the obligations arising thereunder.

IN WITNESS WHEREOF, the said Nassau Fire District No. 1, has caused these presents to be signed by its duly authorized officer.

DATED: January ____ 2017

NASSAU FIRE COMPANY NO. 1

BY: _____
Richard Brown, President
Nassau Fire Company No. 1

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

On this _____ day of January 2017, before me came Richard Brown, to me known, and by me duly sworn, did depose and say that he resides in Nassau, Rensselaer County, New York, and that he is the President of the Nassau Fire Company No. 1 to me known, and by me duly sworn, the corporation described in the foregoing Instrument and that he did execute the same.

Notary Public, State of New York
My Commission Expires: _____

CASTLETON FIRE PROTECTION CONTRACT

THIS AGREEMENT made the ____ day of _____ 2016 between the TOWN BOARD OF THE TOWN OF SCHODACK, on behalf of the Schodack Fire Protection District, located in said Town in the County of Rensselaer, State of New York, hereinafter designated as the Party of the First Part, and the VILLAGE OF CASTLETON-ON-HUDSON, located in the County of Rensselaer, State of New York, hereinafter designated as the Party of the Second Part,

W I T N E S S E T H:

WHEREAS, there has been duly established in the said Town of Schodack a fire protection district, known as the Schodack Fire Protection District, embracing territory in said Town adjacent to the Village of Castleton-on-Hudson, as such territory is more fully described in the order establishing such district, and duly adopted by the Town Board of said Town on the 15th day of July, 1959, but deleting therefrom the lands of the Brown Paper Company/Fort Orange Paper Company, now a part of the Village of Castleton-on-Hudson, and

WHEREAS, following a public hearing to consider the proposed provision of this contract duly called by said Town Board on the 13th day of June, 2013, pursuant to Section 184 of the Town Law, said Town Board, by resolution dated May 23rd, 2013, duly authorized a contract with the Village of Castleton-on-Hudson for the provision of fire protection to said protection district upon the terms and conditions as herein set forth, and

WHEREAS, this contract has been duly authorized by a resolution of the Board of Trustees of the Village of Castleton-on-Hudson, dated _____, and the Castleton Fire Company, Inc., comprising the Fire Department of said Village, has duly approved the proposed provisions of said contract and expressed their willingness to consent to the terms of this contract, said consent duly executed by its authorized officer, being annexed hereto and made a part hereof,

NOW, THEREFORE, the Party of the First Part does hereby engage the Party of the Second Part and its Fire Department to provide fire protection to said Schodack Fire Protection District, and said Party of the Second Part, through its Fire Department, agrees to furnish such fire protection in the manner and subject to the terms and conditions set forth, to wit:

1. The Fire Department of the said Party of the Second Part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in said Fire Protection District, and when notified by alarm, telephone call, or request from any person within said Fire Protection District, of a fire within said District, such Fire Department shall respond and attend upon the fire without delay with suitable ladder, fire pumping and hose equipment and apparatus and the firemen necessary to properly and adequately operate same, and upon arriving at the scene of any such fire, the attending firemen shall proceed diligently, and in every way reasonably possible under the circumstances to extinguish the fire and to save any lives or property endangered thereby.

2. In consideration of the furnishing of such aid and fire protection and the use of the apparatus and equipment and the services of the firemen as aforesaid, the Party of the First Part hereby agrees to pay to the Party of the Second Part the sum of **Fifty Thousand Dollars (\$50,000.00)**, which sum shall be payable on April 1, 2017 and upon April 1st of each year thereafter until the termination of this contract; it being the intention of the parties hereto that the said sum shall be in payment for the furnishing of aid and fire protection and the use of the apparatus and equipment and the services of the firemen and any special expense incurred in the operation of such fire apparatus and equipment, together with the cost of any materials including gasoline and transportation charges.
3. The Party of the Second Part and its Fire Department will at all times during the life of this contract, carry public liability and property damage protection indemnifying and protecting the Party of the First Part and the Schodack Fire Protection District from the negligence of the Fire Department and its members in the operation of fire department vehicles with limits of **One Million Dollars (\$1,000,000.00) for personal injuries and Three Hundred Thousand Dollars (\$300,000.00)** for property damage and provide necessary certificates of insurance, this contract to be terminable if not done.
4. Members of the Fire Department of the Party of the Second Part, while engaged in the performance of their duties in answering, attending upon, or returning from any call, or fire, provided for by this contract, shall have

the same rights, privileges and immunities as if performing the same duties within the Village of Castleton-on-Hudson and nothing herein contained shall be deemed to limit or affect in any way the responsibility or liability of the Town for injury sustained by any firefighter or for the death of any firefighter while engaged upon the performance of his or her duties, and otherwise, as provided by section 205 of the General Municipal Law or any other statute of the State of New York.

5. The monies required to be paid, or expended, by said Town under the terms of this Agreement, shall be a charge upon the Schodack Fire Protection District to be levied and assessed upon the taxable property in said district and collected at the same time and in the same manner as Town taxes.
6. This Agreement shall become effective January 1, 2017; it shall be deemed renewed on the same basis each year thereafter for a further term of one full calendar year without any further Public Hearing unless one of the contracting parties herein shall notify the other in writing on or before the 20th day of August that it elects to terminate the contract on December 31st in such year. However, the full term of this contract, including renewals, shall not exceed five years.
7. This contract is written pursuant to Article II, Section 184 of Town Law.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered
this Agreement in duplicate dated the ____ day of _____ 2017.

TOWN OF SCHODACK
ON BEHALF OF THE
SCHODACK FIRE PROTECTION
DISTRICT

VILLAGE OF
CASTLETON-ON-HUDSON

BY: _____
Dennis Dowds, Supervisor
(Resolution 2017-057)

BY: _____
Joseph Keegan, Mayor

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

On this ____ day of _____ 2017, before me the subscriber, personally
appeared Dennis Dowds, to me personally known, who being by me duly sworn, did
depose and say that he resides in the Town of Schodack, Rensselaer County, New
York, that he is the Supervisor of the Town of Schodack, the corporation described in
and which executed the foregoing Instrument; that he knows the seal of said
corporation; that the seal affixed to said Instrument is such corporate seal; that it was
so affixed by order of the Town Board of said Town of Schodack; and that he signed
her name thereto by like order.

Notary Public, State of New York
My Commission Expires: April 4, 2017

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

On this _____ day of _____ 2017, before me, the subscriber, personally appeared Joseph Keegan, known to me personally, who being by me duly sworn, did depose and say that he resides in the Village of Castleton-on-Hudson, Rensselaer County, New York; that he is the Mayor of the Village of Castleton-on-Hudson, the corporation described in an which executed the foregoing Instrument; that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Village Board of said Village of Castleton-on-Hudson; and that she signed his name thereto by like order.

Notary Public, State of New York
My Commission Expires: _____

CONSENT TO FIRE PROTECTION CONTRACT

KNOW ALL MEN BY THESE PRESENTS, that the Castleton Fire Company, Inc., located in the Village of Castleton-on-Hudson, County of Rensselaer, New York does hereby consent to the execution of a contract between the said Fire District and the Town Board of the Town of Schodack on behalf of the Schodack Fire Protection District for the providing of fire protection by said Village and this Fire Company to said District, a copy of which contract is annexed hereto, and said Fire Company agrees to the terms of such contract and the obligations arising thereunder.

IN WITNESS WHEREOF, the said Castleton Fire Company, Inc. has caused these presents to be signed by its duly authorized officer.

DATED:

CASTLETON FIRE COMPANY, INC.

BY: _____

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

On this day of _____ 2017, before me came _____, to me known, and by me duly sworn, did depose and say that he resides in the Town of Schodack, Rensselaer County, New York, and that he is the President of the Castleton Fire Company, Inc., the corporation described in the foregoing Instrument and that he did execute the same.

Notary Public, State of New York
My Commission Expires: _____

ADDENDUM

WHEREAS, the Town of Schodack and the Village of Castleton-on-Hudson entered into an agreement for the provision of fire protection service for the Schodack Fire Protection District, effective January 1, 2017; and

WHEREAS, the provisions of Agreement (annexed hereto) provide that it will be renewed annually thereafter for a full term not to exceed five years, unless terminated or cancelled by the parties hereto; and

WHEREAS, the parties hereto have not terminated or cancelled the Agreement and it therefore continues in effect; and

WHEREAS, the Supervisor of the Town of Schodack, with approval of the Town Board after a public hearing, established in the 2016 budget for the period from January 1, 2017 through December 31, 2017, the sum of **Fifty Thousand Dollars (\$50,000.00)** as payment to the Village of Castleton-on-Hudson pursuant to the Agreement for fire protection services for such period.

NOW, THEREFORE, IT IS AGREED, that Paragraph 2 of the Agreement is hereby amended to the extent that the payment from the Town of Schodack to the Village of Castleton-on-Hudson for the period from January 1, 2017 through December 31, 2017 shall be **Fifty Thousand Dollars (\$50,000.00)**; and

IT IS FURTHER AGREED, that all other terms and conditions of the Agreement shall remain in full force and effect.

TOWN OF SCHODACK

DATED:

Dennis Dowds, Supervisor

VILLAGE OF CASTLETON-ON-HUDSON

Joseph Keegan, Mayor

AGREEMENT

THIS AGREEMENT made as of the ____ day of January 2017 by and between the **TOWN of SCHODACK**, a municipal corporation (Party of the First Part) with its principle offices at 265 Schuurman Road, Castleton-on-Hudson, New York 12033 and the **CASTLETON PUBLIC LIBRARY** (Party of the Second Part) located at 85 South Main Street, Castleton-on-Hudson, New York 12033,

W I T N E S S E T H:

THAT the parties hereto, pursuant to the provision of the Education Law of the State of New York, do hereby mutually covenant and agree:

- 1) The Party of the Second Part shall henceforth and as long as this contract is in force furnish free and full library privileges to the people of the Town of Schodack, Rensselaer County, New York, under reasonable rules and regulations of the Party of the Second Part.
- 2) In consideration of the foregoing, the Party of the First Part does hereby appropriate the sum of ONE HUNDRED EIGHT THOUSAND DOLLARS (\$108,000.00) to the Party of the Second Part during the calendar year 2015. Pursuant to statute, such sum shall be charged upon the said Town of Schodack and shall be paid directly to the treasurer of the Library.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this agreement this ____ day of January 2017.

TOWN OF SCHODACK

Dennis Dowds, Supervisor
(Resolution 2017-058)

ATTEST:

CASTLETON PUBLIC LIBRARY

Olivia Karis-Nix, President

Town Clerk

AGREEMENT

THIS AGREEMENT made as of the _____ day of January 2017 by and between the **TOWN of SCHODACK**, a municipal corporation (Party of the First Part) with its principle offices at 265 Schuurman Road, Castleton-on-Hudson, New York 12033 and the **EAST GREENBUSH COMMUNITY LIBRARY**, located at 10 Community Way, East Greenbush, New York 12061 (Party of the Second Part).

WITNESSETH:

THAT the parties hereto, pursuant to the provision of the Education Law of the State of New York, do hereby mutually covenant and agree:

- 1) The Party of the Second Part shall henceforth and as long as this contract is in force, furnish free and full library privileges to the people of the Town of Schodack, Rensselaer County, New York, under reasonable rules and regulations of the Party of the Second Part.
- 2) In consideration of the foregoing, the Party of the First Part does hereby appropriate the sum of Two Hundred Seventy-two Thousand Four Hundred Fifteen Dollars (\$272,415.00), the full amount requested during 2017, and shall pay the same to the Party of the Second Part during the calendar year 2016. Pursuant to statute, such sum shall be charged upon the said Town of Schodack and shall be paid directly to the treasurer of the Library.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this agreement this _____ day of January 2017.

TOWN OF SCHODACK

Dennis Dowds, Supervisor
(Resolution 2017-058)

ATTEST:

EAST GREENBUSH COMMUNITY LIBRARY

Michael Poost, President

Town Clerk

AGREEMENT

THIS AGREEMENT made as of the ____ day of January 2017 by and between the **TOWN of SCHODACK**, a municipal corporation (Party of the First Part) with its principle offices located at 265 Schuurman Road, Castleton-on-Hudson, New York and the **NASSAU FREE LIBRARY** (Party of the Second Part) located at 18 Church Street, Nassau, New York 12123 (Mailing Address: Post Office Box 436, Nassau, New York 12123-0436),

W I T N E S S E T H:

THAT the parties hereto, pursuant to the provision of the Education Law of the State of New York, do hereby mutually covenant and agree:

- 1) The Party of the Second Part shall henceforth and as long as this contract is in force, furnish free and full library privileges to the people of the Town of Schodack, Rensselaer County, New York, under reasonable rules and regulations of the Party of the Second Part.
- 2) In consideration of the foregoing, the Party of the First Part does hereby appropriate the sum of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) to the Party of the Second Part during the calendar year 2015. Pursuant to statute, such sum shall be charged upon the said Town of Schodack and shall be paid directly to the treasurer of the Library.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this agreement this ____ day of January 2017.

TOWN OF SCHODACK

Dennis Dowds, Supervisor
(Resolution 2017-058)

ATTEST

NASSAU FREE LIBRARY

Samuel Whaley, President

Town Clerk

AGREEMENT

This Agreement made the ____ day of January, 2017, by and between the Town of Schodack (hereinafter referred to as "the Town"), a municipal corporation whose principal offices are located at 265 Schuurman Road, Castleton-on-Hudson, New York, party of the first part, and Peter J. Andrew VFW Post 7337 (hereinafter referred to as "the Vendor"), whose principal location is Scott Avenue, Post Office Box 22, Castleton-on-Hudson, in the Town of Schodack, County of Rensselaer, party of the second part,

WHEREAS, the Vendor provides certain services to the residents of the Town, and the Town wishes to support such services for its residents,

NOW, THEREFORE, WITNESSETH that the parties hereto agree as follows:

1. The Vendor agrees to provide the community services set forth herein. In consideration of the Vendor rendering said services, the Town hereby agrees to pay over to the Vendor the sum of Five Thousand Hundred Dollars (\$5,000) payable in the manner hereinafter set forth.
2. The Vendor agrees to bill the Town once annually for the entire contract amount through completion of a standard claim submitted to the Town;
3. The Vendor further agrees as follows:
 - a. to identify and assist in the development of sources of future funding other than by the Town;
 - b. not to assign, transfer, convey, sub-lease or otherwise dispose of this agreement or right, title, or interest therein or the power to execute same to any other persons, company or corporation without the previous written consent of the Town;
 - c. to take out and maintain liability insurance on all locations and facilities and hold harmless the Town from claims, damages, or injuries to persons or property of whatsoever kind or nature arising out of services performed by the Vendor under the terms of this Agreement;
 - d. to make its facility available for meetings for community-based organizations as may be requested from time-to-time; and
 - e. to organize activities for veterans as may be appropriate including, but not limited to, participation in the Memorial Day Parade.

4. The term of this Agreement shall commence on January 1, 2017 and shall continue through December 31, 2017.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year first above written.

Town of Schodack

Peter J. Andrew VFW Post 7337

By: _____
Dennis Dowds, Supervisor
Resolution 2017-059

By: _____

Dated: January __, 2017

Dated: _____

AGREEMENT

THIS AGREEMENT made on the ___ day of January, 2017, by and between the Town of Schodack (hereinafter referred to as "the Town"), a municipal corporation whose principal offices are located at 265 Schuurman Road, Castleton-on-Hudson, New York, party of the first part, and Castleton Senior Citizens (hereinafter referred to as the "Vendor"), whose principal location is Emmanuel Reformed Church, 1150 Maple Hill Road, Castleton-on-Hudson, in the Town of Schodack, County of Rensselaer, party of the second part,

WHEREAS, the Vendor provides certain services to the residents of the Town, and the Town wishes to support such services for its residents;

NOW, THEREFORE, WITNESSETH, that the parties hereto agree as follows:

1. The Vendor agrees to provide the community services set forth herein. The Town in consideration of the Vendor rendering said services, hereby agrees to pay over to the Vendor a sum of Five Thousand Hundred Dollars (\$5,000.00), payable in the manner hereinafter set forth, inclusive of expenses incurred for annual rental to the Emmanuel Reformed Church.
2. The Vendor agrees to submit a duly executed voucher for services rendered; provided, that the Town shall be provided with the scope and cost for said services prior to any voucher being received and Town shall be resolution agree to the particular services to be provided. The Emmanuel Reformed Church can bill the Town directly for the annual rental.
3. The Vendor further agrees as follows:
 - a. To identify and assist in the development of sources of future funding other than by the Town;
 - b. Not to assign, transfer, convey, sub-lease or otherwise dispose of this agreement or the right, title or interest therein or the power to execute same to any other persons, company or corporation without the previous consent, in writing, of the Town;
 - c. To take out and maintain liability insurance on all locations and facilities and hold harmless the Town from claims, costs, damages, or injuries to performed by the Vendor under the terms of this agreement;
 - d. To make any programs that it has and any services provided shall be fully available for the benefit of citizens of the Town of Schodack; and

- e. That expenses and payments pursuant to this Agreement shall not, exceed one-half of the budgeted appropriation code.
4. The term of this Agreement shall commence on January 1, 2017 and shall continue through December 31, 2017.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Town of Schodack

By: _____ Dated : January __, 2017
Dennis Dowds, Supervisor
Resolution 2017-060

Castleton Senior Center

By: _____ Dated: _____

AGREEMENT

THIS AGREEMENT made this ____ day of January 2017, by and between the TOWN OF SCHODACK (hereinafter referred to as "the Town"), a municipal corporation whose principal offices are located at 265 Schuurman Road, Castleton-on-Hudson, New York, Party of the First Part, and EDWARD C. SWARTZ SOUTHERN TIER SENIOR CITIZEN CENTER CLUB (hereinafter referred to as the "Vendor"), whose principal location is 1800 East Schodack Road, Castleton-on-Hudson, in the Town of Schodack, County of Rensselaer, Party of the Second Part,

WHEREAS, the Vendor has established, maintained and currently operates programs devoted in whole or in part to the welfare of the aging, and

WHEREAS, pursuant to the provisions of Section 95-a of the General Municipal Law, the Town wishes to contract with Vendor to operate programs devoted in whole or in part to the welfare of the aging;

WITNESSETH:

That the parties hereto agree as follows:

1. The Vendor agrees to provide services as set forth herein.
2. The Town, in consideration of the Vendor rendering said services, hereby agrees to pay over to the Vendor the sum of Five Thousand Hundred Dollars (\$5,000.00), payable in the manner hereinafter set forth.
3. The Vendor agrees to bill the Town once annually for the entire contract amount through completion of a standard vendor claim submitted to the Town.
4. The Vendor further agrees as follows:
 - a. to identify and assist in the development of sources of future funding other than by the Town;
 - b. not to assign, transfer convey, sub-lease or otherwise dispose of this agreement or the right, title or interest therein or the power to execute previous consent, in writing, of the Town;
 - c. to hold the Town harmless from claims, costs, damages, or injuries to persons or property of whatsoever kind or nature arising out of services performed by the Vendor under the terms of this agreement;
 - d. to make any programs that it has and any services provided shall be fully available for the benefit of eligible citizens of the Town of Schodack;
5. The term of agreement shall commence on January 1, 2017 and shall continue through December 31, 2017.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

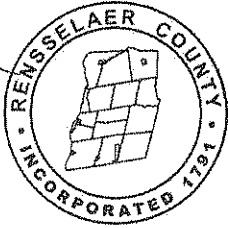
TOWN OF SCHODACK

By: _____ Dated: January __, 2017
Dennis Dowds, Supervisor
(Resolution 2017-060)

**EDWARD C. SWARTZ SOUTHERN TIER
SENIOR CITIZEN CENTER**

By: _____ Dated January __, 2017
President, Edward C. Swartz Southern
Tier Senior Citizen Center

2017-061



RENSSELAER COUNTY STOP DWI

Kathleen M. Jimino
County Executive

Tom Hoffman
Director of Special Traffic
Operations
thoffman@rensco.com

December 21st 2017

Enclosed you will find two original copies of the 2017 STOP-DWI Enforcement Agreements. Please return **BOTH** of the Agreements to my office along with the following insurance information: Certificates of Insurance for Workers Compensation Coverage, Disability Benefits Coverage, and Liability Insurance Coverage.

All certificates of insurance must name the certificate holder as follows:

Rensselaer County
c/o Rensselaer County Attorney
Ned Pattison Government Center
1600 Seventh Avenue
Troy, NY 12180

If you have any question or if I can be of any assistance please email me thoffman@rensco.com or contact my office at 518-270-2900. I look forward to hearing from you and thank you in advance for your cooperation and assistance.

Sincerely,

Tom Hoffman
Director of Special Traffic Operations

2017 DWI ENFORCEMENT AGREEMENT

AGREEMENT made between the County of Rensselaer, a domestic municipal corporation with an office for the transaction of business at 1600 Seventh Avenue, Troy, New York and the **Town of Schodack**, a domestic municipal corporation with an office for the transaction of business located at 265 Schuurman Rd., Castleton on Hudson, NY 12063.

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

WHEREAS, the parties are interested in curbing the use and abuse of alcohol among minors, 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; now

THEREFORE, it is hereby agreed by and between the parties as follows:

- 1) Special DWI patrols will be implemented by the Town of Schodack Police Department from funds provided by the Rensselaer County STOP-DWI program for traffic safety STOP-DWI measures in the Town of Schodack. The individuals chosen for the patrols will be required to meet certain basic qualifications, as follows:
 - a) The officers must have completed basic training (MPTC School).
 - b) The officers must have experience on road patrols, in particular apprehending and charging the impaired driver.
- 2) The Police Chief will designate someone to file activity reports with the STOP-DWI Director on a monthly basis. The activity reports will summarize the Traffic Violation/DWI arrest incidents during the special DWI patrols.
- 3) The officers selected for the special DWI patrols will be assigned 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 STOP-DWI funded officer be used to supplement manpower losses incurred by the Town of Schodack. If an officer is ordered to fulfill such a request, the STOP-DWI program will have the option of immediately discontinuing program funding.

- 4) The County shall grant an amount not-to-exceed \$2,000.00 to fund DWI patrols and underage drinking enforcement in 2017. The County will reimburse the Town of Schodack in a lump sum at the termination of the patrols. " Vendor expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relied upon by the County for the payment of any goods, labor or services to be furnished by the vendor under the terms and provisions of this agreement, and that in the event such funding shall not be forthcoming, this agreement may be terminated by the County upon reasonable prior written notice to vendor."
- 5) The STOP-DWI Director will evaluate this STOP-DWI program on a continuing basis. The evaluations will assess the effectiveness of the program and modifications will be made if needed.
- 6) The Town of Schodack acknowledges and agrees that the services to be provided pursuant to the terms of this agreement provided as an independent contractor and not as an agent or as employees of the County of Rensselaer. Accordingly, the Town of Schodack agrees to indemnify and hold harmless the County of Rensselaer, its agents, officers and employees, from and against any and all claims or causes of action, including reasonable attorneys' fees and expenses incurred by the County in connection with a defense of any such claims or causes of action, which may arise as a consequence of any act or omission on the part of the Town of Schodack, its agents or employees which occurs during the performance of the services to be provided hereunder. The Town of Schodack further agrees 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 the County, and to provide to the County proof of all such insurance coverage at the time of the execution of this agreement by the Town of Schodack.
- 7) The term of this contract shall be from January 1, 2017 to December 31, 2017.

IN WITNESS WHEREOF, the parties have executed this agreement by their respective chief executive officers, each having first duly received the appropriate authorization from their respective legislative bodies.

Honorable Dennis Dowds
Supervisor

Honorable Kathleen M. Jimino
Rensselaer County Executive

2017 DWI ENFORCEMENT AGREEMENT

AGREEMENT made between the County of Rensselaer, a domestic municipal corporation with an office for the transaction of business at 1600 Seventh Avenue, Troy, New York and the **Town of Schodack**, a domestic municipal corporation with an office for the transaction of business located at 265 Schuurman Rd., Castleton on Hudson, NY 12063.

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

WHEREAS, the parties are interested in curbing the use and abuse of alcohol among minors, 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; now

THEREFORE, it is hereby agreed by and between the parties as follows:

- 1) Special DWI patrols will be implemented by the Town of Schodack Police Department from funds provided by the Rensselaer County STOP-DWI program for traffic safety STOP-DWI measures in the Town of Schodack. The individuals chosen for the patrols will be required to meet certain basic qualifications, as follows:
 - a) The officers must have completed basic training (MPTC School).
 - b) The officers must have experience on road patrols, in particular apprehending and charging the impaired driver.
- 2) The Police Chief will designate someone to file activity reports with the STOP-DWI Director on a monthly basis. The activity reports will summarize the Traffic Violation/DWI arrest incidents during the special DWI patrols.
- 3) The officers selected for the special DWI patrols will be assigned 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 STOP-DWI funded officer be used to supplement manpower losses incurred by the Town of Schodack. If an officer is ordered to fulfill such a request, the STOP-DWI program will have the option of immediately discontinuing program funding.

- 4) The County shall grant an amount not-to-exceed \$2,000.00 to fund DWI patrols and underage drinking enforcement in 2017. The County will reimburse the Town of Schodack in a lump sum at the termination of the patrols. " Vendor expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relied upon by the County for the payment of any goods, labor or services to be furnished by the vendor under the terms and provisions of this agreement, and that in the event such funding shall not be forthcoming, this agreement may be terminated by the County upon reasonable prior written notice to vendor."
- 5) The STOP-DWI Director will evaluate this STOP-DWI program on a continuing basis. The evaluations will assess the effectiveness of the program and modifications will be made if needed.
- 6) The Town of Schodack acknowledges and agrees that the services to be provided pursuant to the terms of this agreement provided as an independent contractor and not as an agent or as employees of the County of Rensselaer. Accordingly, the Town of Schodack agrees to indemnify and hold harmless the County of Rensselaer, its agents, officers and employees, from and against any and all claims or causes of action, including reasonable attorneys' fees and expenses incurred by the County in connection with a defense of any such claims or causes of action, which may arise as a consequence of any act or omission on the part of the Town of Schodack, its agents or employees which occurs during the performance of the services to be provided hereunder. The Town of Schodack further agrees 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 the County, and to provide to the County proof of all such insurance coverage at the time of the execution of this agreement by the Town of Schodack.
- 7) The term of this contract shall be from January 1, 2017 to December 31, 2017.

IN WITNESS WHEREOF, the parties have executed this agreement by their respective chief executive officers, each having first duly received the appropriate authorization from their respective legislative bodies.

Honorable Dennis Dowds
Supervisor

Honorable Kathleen M. Jimino
Rensselaer County Executive

December 22, 2016

VIA EMAIL & MAIL

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

Re: 2017 Contract Addendums
Town of Schodack, New York

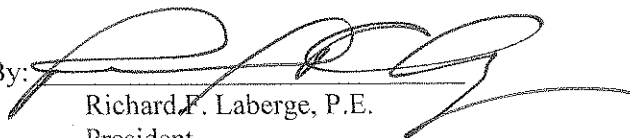
Dear Supervisor Dowds:

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

2017-01	Planning & Zoning	Hourly	Escrowed
2017-02	Wastewater	Hourly Up To	\$5,000
2017-03	Water	Hourly Up To	\$10,000
2017-04	Planning & Economic Development	Hourly Up To	\$12,000
2017-05	MS4	Lump Sum	\$37,600
2017-06	WQIP MS4 Mapping Project Lump Sum	Lump Sum	\$24,900

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
Enc.

C: Town Board Members w/encs. (via email only)
Paul Harter, Comptroller, w/encs. (via email only)
Denise Mayrer, Planning Board Chairwoman, w/enc. (2017-01 only)

I:\Mktg\NBD\S\Schodack\CONTRACT AND ADDENDUM RELATED\2017\XMIT Add 2017-01-06 Extension.doc

CONTRACT ADDENDUM NO. 2017 – 01

(Planning & Zoning Services)

DATED: January 5, 2017

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:

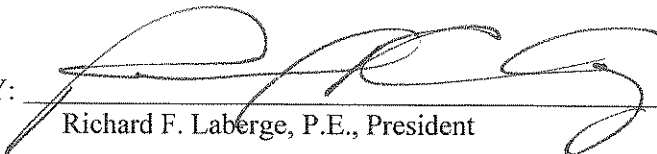
Principal/Project Manager.....	\$183
Project Engineer/Planner.....	\$127
Assistant Engineer/Planner.....	\$95
Administrative Assistant.....	\$67

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

TOWN OF SCHODACK

BY: _____
Dennis Dowds, Supervisor

LABERGE GROUP

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

CONTRACT ADDENDUM NO. 2017 – 02
(Wastewater Engineering & Planning Services)

DATED: January 5, 2017

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.

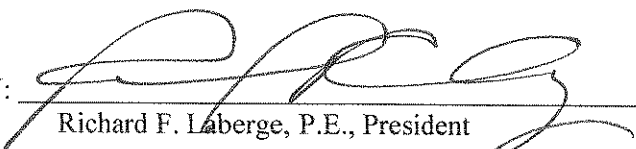
Fee for said services shall be an hourly basis plus expenses not to exceed \$5,000 for 2017.

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

TOWN OF SCHODACK

BY: _____
Dennis Dowds, Supervisor

LABERGE GROUP

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

CONTRACT ADDENDUM NO. 2017-03
(Water Engineering & Planning Services)

DATED: January 5, 2017

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.

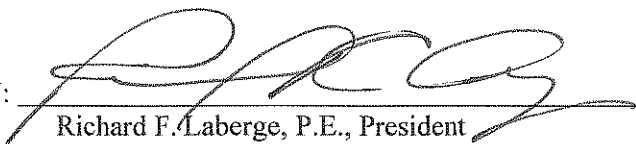
Fee for said services shall be an hourly basis plus expenses not to exceed \$10,000 for 2017 .

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

TOWN OF SCHODACK

BY: _____
Dennis Dowds, Supervisor

LABERGE GROUP

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

CONTRACT ADDENDUM NO. 2017 – 04
(General Planning & Economic Development Services)

DATED: January 5, 2017

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: _____
Dennis Dowds, Supervisor

LABERGE GROUP

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

CONTRACT ADDENDUM NO. 2017 – 05
(2017-18 MS4 Program)

DATED: January 5, 2017

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, 2017 – March 9, 2018. Services for each task listed will be billed monthly in proportion to the work completed:


<u>Services</u>	<u>Fee</u>
Administration	\$13,600
Field work	20,000
Coalition and Other Meetings	4,000
Total	<u>\$37,600</u>

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

TOWN OF SCHODACK

BY: _____
Dennis Dowds, Supervisor

LABERGE GROUP

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

CONTRACT ADDENDUM NO. 2017 – 06
(WQIP Grant MS4 Mapping)

DATED: January 5, 2017

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:

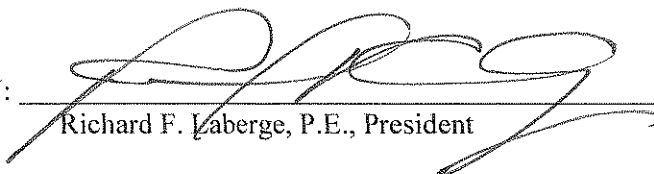
This Addendum authorizes additional services for the WQIP MS4 Mapping Project for the Town of Schodack in accordance with the 2016 NYSDEC WQIP grant award. The fee for these services shall be a lump sum of \$24,900 and will be billed monthly in proportion to the work completed.

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

TOWN OF SCHODACK

BY: _____
Dennis Dowds, Supervisor

LABERGE GROUP

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

2017-067

**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:

Nick DeFruscio

Name of Seminar/Conf./Course:

Northern Adirondack Code Enforcement

Location (Venue, City):

Lake Placid NY

Dates of Seminar:

3/6/17 - 3/9/17

Cost of Seminar (Registration Fees):

\$260.00

<u>Travel Costs:</u>	<u># of Miles</u>	<u>Rate as of 1/1/16</u>	<u>Estimated Amount</u>
Mileage	294	\$ 0.54	\$ 158.760

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

Train/Bus/Plane

\$

Town Vehicle

Lodging:

Name of Hotel/Motel

Crown Plaza

of Rooms

one

of Nights

4 nights

Cost per night

\$107.00

Total Lodging Cost

\$

428.00

Meals:

Included in seminar cost

two per day

Estimated cost if you answered no above

\$50.00

Total estimated cost to attend:

\$896.76

Estimated cost per staff member*

(total cost divided by # of ppl attending)

Is the total cost budgeted?

TB Resolution needed?*

no

If Yes, please document resolution #

#2016_____

Department Head Approval

Supervisor Approval

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

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

YOUR TRIP TO:

Crowne Plaza LAKE PLACID

mapquest

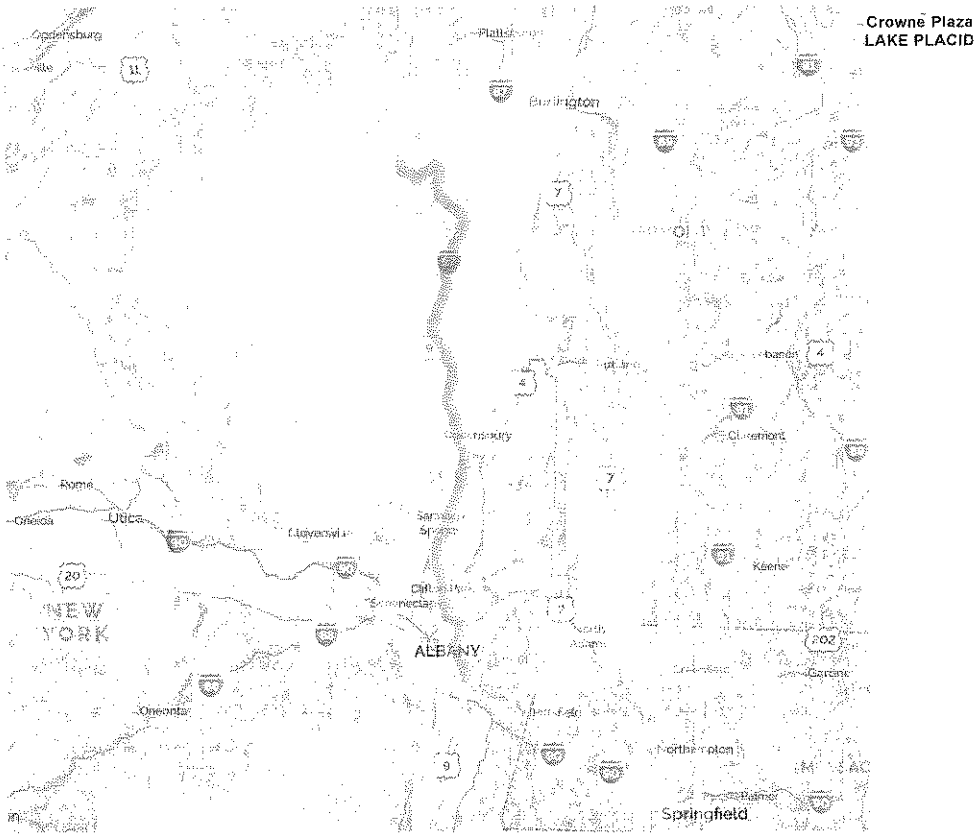
2 HR 29 MIN | 147 MI

Est. Fuel cost: \$10.40

Trip time based on traffic conditions as of 9:46 AM on January 3, 2017. Current Traffic: Light

1. Start out going **northeast** on Schuurman Rd toward Old Post Rd N.
Then 0.04 miles 0.04 total miles
2. Turn **right** onto Columbia Turnpike/US-20 E/US-9 S.
Columbia Turnpike is just past Old Post Rd N.
If you are on Columbia Turnpike and reach Kraft Rd you've gone about 0.1 miles too far.
Then 0.54 miles 0.58 total miles
3. Merge onto I-90 W/Rensselaer County Veterans Memorial Hwy.
Then 8.47 miles 9.05 total miles
4. Merge onto I-787 N via EXIT 6A toward Troy.
Then 5.55 miles 14.60 total miles
5. Stay **straight** to go onto NY-787 N.
Then 0.28 miles 14.88 total miles
6. Merge onto NY-7 W via EXIT 9W toward I-87/Schenectady/Saratoga Springs.
Then 3.36 miles 18.24 total miles
7. Merge onto I-87 N/Adirondack Northway N toward Saratoga Springs/Glens Falls.
Then 98.57 miles 116.81 total miles
8. Take the US-9 exit, EXIT 30, toward NY-73/Keene Valley/Keene.
Then 0.24 miles 117.05 total miles
9. Turn **left** onto US-9 N/US Route 9.
If you reach I-87 N you've gone about 0.2 miles too far.
Then 2.24 miles 119.29 total miles
10. US-9 N/US Route 9 becomes NY-73.
Then 27.51 miles 146.80 total miles
11. Turn **left** onto Main St/NY-86.
Main St is 0.1 miles past Mill Pond Dr.
If you are on Morningside Dr and reach Parkside Dr you've gone a little too far.
Then 0.42 miles 147.22 total miles
12. Turn **left** onto Olympic Dr.
Olympic Dr is just past Cummings Rd.
Adirondack Community Church is on the corner.
If you reach Parkside Dr you've gone a little too far.
Then 0.16 miles 147.38 total miles
13. Crowne Plaza LAKE PLACID, 101 OLYMPIC DRIVE is on the left.
If you are on Hillcrest Ave and reach Highland Pl you've gone a little too far.

Use of directions and maps is subject to our [Terms of Use](#). We don't guarantee accuracy, route conditions or usability. You assume all risk of use.Nick -
1-3-17-For
Lake Placid
NABO 10/27



2017-068

**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: Northern Adirondack Code Enforcement

Location (Venue, City): Lake Placid NY

Dates of Seminar: 3/6/17 - 3/9/17

Cost of Seminar (Registration Fees): \$260.00

<u>Travel Costs:</u>	<u># of Miles</u>	<u>Kate as of 1/1/16</u>	<u>Estimated Amount</u>
Mileage	294	\$ 0.54	\$ 158.760

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

Train/Bus/Plane \$

Town Vehicle \$

Lodging:

Name of Hotel/Motel Crown Plaza

of Rooms one

of Nights 4 nights

Cost per night \$107.00

Total Lodging Cost \$ 428.00

Meals:

Included in seminar cost two per day

Estimated cost if you answered no above \$50.00

Total estimated cost to attend: \$896.76

Estimated cost per staff member* \$

(total cost divided by # of ppl attending)

Is the total cost budgeted?

TB Resolution needed?* no

If Yes, please document resolution # #2016

Department Head Approval

Nadine Fuda 12/8/16

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.

VOUCHER TOWN OF SCHODACK Town Hall 265 Schuurman Road Castleton, NY 12033		(CLAIMANT- DO NOT WRITE IN THIS AREA) VOUCHER NUMBER _____ _____		
Northern Adirondack Code Enforcement Officials Association 2693 Main Street Lake Placid NY 12946 <small>DETAILED INVOICE MAY BE ATTACHED AND TOTAL ENTERED ON THIS VOUCHER. CERTIFICATION BELOW MUST BE SIGNED.</small>		FUND APPROPRIATION	AMOUNT	
		B8010.4	\$104.00	
		B8020.4	\$156.00	
TERMS: _____ P.O. NO.: _____	CHECK NO. _____ DATE: _____	TOTAL \$260.00		
DATE	INVOICE NUMBER	QUANTITY DESCRIPTION OF MATERIAL OR SERVICES	UNIT PRICE	AMOUNT
12/7/2016		NACEOA Conference 3/6 to 3/9/2017		260.00
			Total	\$260.00
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.				
<div style="display: flex; justify-content: space-between;"> <div>DATE _____</div> <div>SIGNATURE _____</div> <div>TITLE _____</div> </div>				
DEPARTMENT APPROVAL The above services or materials were rendered or furnished to the municipality on the date stated and the changes are correct. <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <div style="text-align: center;"> <u>12/2/16</u> DATE </div> <div style="text-align: center;"> AUTHORIZED OFFICIAL </div> </div>			APPROVAL FOR PAYMENT This claim is approved and ordered paid from the appropriations indicated above. <div style="border-top: 1px solid black; margin-top: 10px; height: 20px;"></div>	

NORTHERN ADIRONDACK CODE ENFORCEMENT OFFICIALS ASSOCIATION

(Members from Clinton, Essex, Franklin, Hamilton, Lewis, St. Lawrence, Saratoga, Warren, and Washington Counties)

INVOICE

December 6, 2016

INVOICE No: NY0004313 - 2017

Payable To:

NORTHERN ADIRONDACK CODE ENFORCEMENT OFFICIALS ASSOCIATION

2693 Main Street

Lake Placid NY 12946

Phone: 518-523-9518

Fax: 518-523-9277

Attendee:

NADINE FUDA

265 SCHUURMAN RD

CASTLETON NY 12033

Attendance at The

Northern Adirondack Educational Conference

March 6 - March 9, 2017

\$260.00

TOTAL AMOUNT DUE

\$260.00

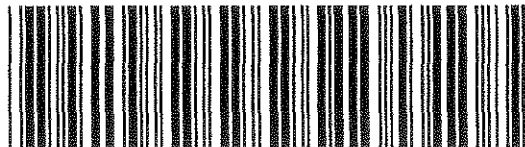
PLEASE MAKE CHECKS PAYABLE TO:

NORTHERN ADIRONDACK CODE ENFORCEMENT OFFICIALS ASSOCIATION

TAX ID: 14-1802502

NYS VENDOR ID: 1000027924

FUDA , NADINE
REGISTRATION CONFIRMATION



NY0004313

PLEASE PRINT ALL PAGES OF

THIS DOCUMENT IMMEDIATELY
BRING THIS PAGE WITH YOU TO REGISTRATION

NADINE

Congratulations. You have been confirmed for Attendance at
The Northern Adirondack Educational Conference
March 6 - March 9, 2017

The Conference will be held at:
The Crowne Plaza Resort
101 Olympic Drive
Lake Placid NY 12946

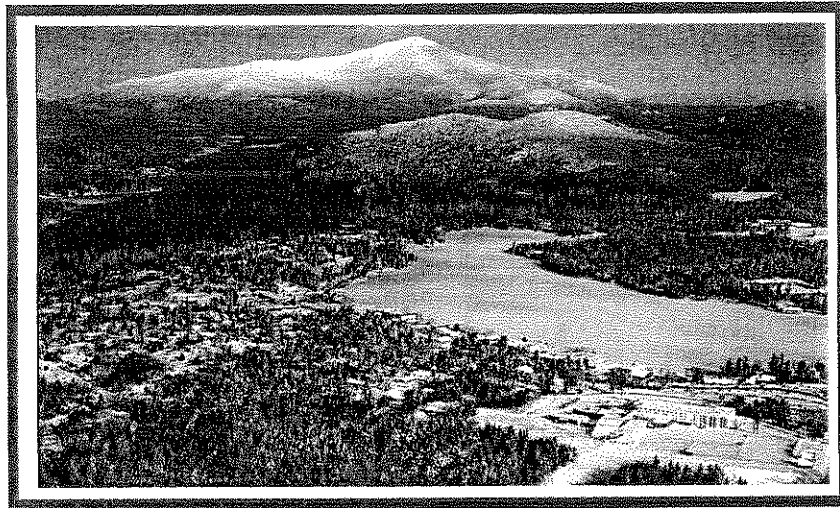
Registration will begin Sunday March 5, 2017 from 2 - 5 pm
Registration will continue Monday March 6, 2017 at 7:30 am
Class starts at 9:00AM sharp

Please carefully review all information below for accuracy.

email any corrections to info@nfboa.com

Last Name: FUDA
First Name: NADINE
Middle Initial: A
Address Line 1: 265 SCHUURMAN RD
Address Line 2:
City: CASTLETON
State: NY
Zip: 12033
email: nadine.fuda@schodack.org
Municipality or firm: TOWN OF SCHODACK
Title: CEO
NY Training Id Num: NY0004313
FDID Num: 42818
Phone Number: 518-477-7938
Fax Number: 518-477-7983
Meal Choice: Beef

REGISTRATION
NOW OPEN!



**22nd ANNUAL
NORTHERN ADIRONDACK
EDUCATIONAL CONFERENCE
“The First Preventer Institute”**

**Sunday, March 5, 2017-
Thursday, March 9, 2017**

**Crowne Plaza Resort
Lake Placid, New York
518-523-2556**

**Join us as we come together to learn and
promote the best principles and practices of
Code Enforcement.**

VOUCHER TOWN OF SCHODACK Town Hall 265 Schuurman Road Castleton, NY 12033		(CLAIMANT - DO NOT WRITE IN THIS AREA) VOUCHER NUMBER _____ _____	
Crown Plaza Resort and Golf Club Lake Placid 101 Olympic Drive Lake Placid, NY 12946 <small>DETAILED INVOICE MAY BE ATTACHED AND TOTAL ENTERED ON THIS VOUCHER. CERTIFICATION BELOW MUST BE SIGNED.</small>		FUND APPROPRIATION	AMOUNT
		B8010.4	\$171.12
		B8020.4	256.80
TERMS: _____ P.O. NO.: _____		CHECK NO. _____ DATE: _____	
		TOTAL	\$428.00

DATE	INVOICE NUMBER	QUANTITY DESCRIPTION OF MATERIAL OR SERVICES	UNIT PRICE	AMOUNT
12/7/2016		Crowne Plaza , Lake Placid NY March 5-9 2017 Adirondack Code Enforcement Training 4 nights starting on Sunday March 5, 2017		428.00
			Total	\$428.00

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 _____

<p style="text-align: center; margin: 0;">DEPARTMENT APPROVAL</p> <p style="margin: 0; font-size: small;">The above services or materials were rendered or furnished to the municipality on the date stated and the changes are correct.</p> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> 12/7/16 <small>DATE</small> </div> <div style="width: 45%;"> <small>AUTHORIZED OFFICIAL</small> </div> </div>	<p style="text-align: center; margin: 0;">APPROVAL FOR PAYMENT</p> <p style="margin: 0; font-size: small;">This claim is approved and ordered paid from the appropriations indicated above.</p> <div style="border-top: 1px solid black; height: 20px; margin-top: 10px;"></div>
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First Preventer Institute - Adirondack Code Enforcement Officials Association



LODGING RESERVATION FORM

Arrival: Sunday, March 5, 2017 Departure: Thursday, March 9, 2017

Room Type	Single	Double
Traditional		
1 Night Package	\$107.00	\$120.00

Room rates are quoted on a per room, per day basis

Administrative Fee & Gratuity included

8.00% NYS Tax and 3% Essex County Tax is Additional (unless exempt)

The Nightly Package includes:

1 Night's Lodging and Breakfast on the following morning

To confirm your room reservation a one night's deposit in the form of a check or a major Credit Card is required.

☒ Check \$ _____

☐ CC#: _____ Exp: _____

Name: Nadine Fuda

Affiliation: Town of Schodack

Billing Address: 265 Schuurman Rd

City/State/Zip: Castleton NY 12033

E-mail: nadine.fuda@schodack.org

Tele#: 518-477-7938

Fax#: 518-477-7983

Arrival Date: 3/5/17 Departure Date: 3/9/17

☒ Traditional ☐ Family Unit ☐ King Lake ☐ King Fireplace

☐ ADK King Jacuzzi ☐ ADK King Suite ☐ ADK King Exec Suite

☒ Single (1per) ☐ Double (2 ppl)

Roommate: none

Crowne Plaza is not responsible for assigning roommates.

ROOM DESCRIPTIONS

- Traditional Rooms: 2 Queen beds or 1 King Bed in the Main Hotel.
- Two-Room Family Units in Main Hotel: (additional \$100/nt) overlook lake, King bed, 2 Double beds & full bathroom
- King Bed Lake View (additional \$30/nt)
- King Bed w/ Fireplace: (additional \$50/nt)
- Adk Wing-King Bed Fireplace Jacuzzi: (additional \$150/nt)
- Adk Wing-King Suite: (additional \$250/nt) Adirondack Décor, King Bedroom, Jacuzzi Tub, Full Kitchen and Living Room with Fireplace
- Adk Wing-Tower Suite: (Additional \$300/nt) Adirondack Décor, King Bedroom, 2 Baths, Kitchen, Living Room w/ Fireplace & Murphy Bed
- Rates quoted above are subject to 8.00% NYS Tax, and 3% Essex County Tax (on Room portion), unless exempt
- *NOTE: Specialty Rooms are subject to availability & guaranteed only upon receipt of a written confirmation from the Crowne Plaza Resort & Golf Club.
- Rollaway beds are available upon request at a nightly charge of \$15.00 plus tax

RESERVATION POLICIES

- Reservations received after the conference room block is full or after Sunday, February 5, 2017 will be accepted on an availability basis.
- Cancellations must be received by Sunday, 2/19/17.
- Deposits will not be refunded after Sunday, 2/19/17.
- Check in time is 4PM - Check out time is 11AM.
- Telephone reservations will not be accepted.
- Faxed reservations must be guaranteed by a major Credit Card.
- Reservations will be guaranteed from date of arrival to date of departure, as confirmed and Credit will not be given for Early Check-outs or missed meals.
- Payment arrangements for your stay will be required upon arrival in the form of Cash or major Credit Card.
- Rates for Early Arrival before Sunday, March 5, 2017 or for Late Departures after Thursday, March 9, 2017 quoted upon request, subject to availability and cannot be guaranteed at the Conference Rate.
- Confirmation of your Reservation will be e-mailed, faxed, or mailed using the information provided on this form.

I have read and agree with the above Reservation Policies

Nadine Fuda 12/9/16
Please sign and date

Submit form and deposit to:

Crowne Plaza Lake Placid
101 Olympic Drive, Lake Placid, New York 12946
Telephone: 518-523-2556 Fax: 518-523-9410

Confirmation #: _____

Res. Agent: _____ Date: _____

EXEMPTION CERTIFICATE - TAX ON OCCUPANCY OF HOTEL ROOMS

STATE OF NEW YORK-Operators of hotels, etc. should not accept this certificate unless the officer or employee presenting it shows satisfactory credentials. TO BE RETAINED BY VENDOR AS EVIDENCE OF EXEMPT OCCUPANCY

Vendor: Crowne Plaza Lake Placid, 101 Olympic Dr., Lake Placid, New York 12946

Date: 201

This is to certify that I, the undersigned, am a representative of the United States Government department, agency or instrumentality indicated below; that the charges for the occupancy at the above establishment on the dates set forth below have been or will be paid for by such governmental unit; and that such charges are incurred in the performance of my official duties as a representative or employee of such governmental unit.

Dates of Occupancy: _____ Signature: _____

Governmental Unit: _____ Title: _____

NOTE: A SEPARATE EXEMPTION CERTIFICATE IS REQUIRED FOR EACH OCCUPANCY AND FOR EACH REPRESENTATIVE OR EMPLOYEE.

2017-069

PLANNING FEES

FILE NAME _____ FILE # _____

SITE PLAN REVIEW

RESIDENTIAL FEES:

_____ CONCEPT MEETING - \$75.00

_____ SITE PLAN APPLICATION 1-5 UNITS - \$125.00

_____ SITE PLAN APPLICATION- 5+ UNITS- \$200.00

COMMERCIAL FEES:

_____ CONCEPT MEETING- \$100.00

_____ SITE PLAN APPLICATION- \$300.00

_____ CHANGE IN TENANCY - \$150.00

_____ CHANGE IN USE - \$125.00

_____ ADDITIONS & MODIFICATIONS- \$ 250.00

_____ TELECOMMUNICATION- \$ 500.00

_____ UTILITY SOLAR -\$500.00

SPECIAL PERMIT

_____ RESIDENTIAL- \$150.00

_____ COMMERCIAL- \$300.00

_____ Timber Harvesting - \$300.00

SEQR FEES

_____ EAF- SHORT FORM- NO FEE

_____ EAF- LONG FORM- \$150.00

SUBDIVISION FEES

RESIDENTIAL FEES:

_____ MINOR 1-4 LOTS (MIN 2)- \$150.00 X _____ LOTS

_____ MAJOR 5+ LOTS- \$200.00 X _____ LOTS

_____ MULTIPLE DWELLINGS UNITS - \$500.00 X _____ units

_____ LOT LINE ADJUSTMENT- \$100.00

COMMERCIAL FEES:

_____ MINOR 1-4 LOTS (MIN 2)- \$200.00 X _____ LOTS

_____ MAJOR 5+ LOTS- \$300.00 X _____ LOTS

_____ LOT LINE ADJUSTMENT- \$200.00

PARKLAND FEES**SITE PLAN:**

_____ RESIDENTIAL- \$500.00 PER. LOT

_____ COMMERCIAL- \$1000.00

SUBDIVISION:

_____ RESIDENTIAL MAJOR (5+LOTS)- \$500.00 X _____ LOTS

_____ MULTIPLE DWELLINGS- \$500 X _____ UNITS

_____ COMMERCIAL- \$1000.00 X _____ LOTS

TOTAL FEES _____

DATE PAID _____

CASH _____ CHECK # _____

FEES RECEIVED BY _____

December 13, 2016

Nadine Fuda, Director
Planning/Stormwater Management Office
Town of Schodack
Town Hall
265 Schuurman Rd.
Castleton, NY 12033

Re: **Contract Documents for Bidding**
Highway Garage Fueling Facility
Town of Schodack, New York

Dear Nadine:

Enclosed please find two copies of the plans and specifications for the Schodack WQIP Fuel Canopy Project and a draft of a resolution for the Town Board's action. The plans and specifications call for the installation of a new code compliant above ground fuel storage system, fuel canopy, and removal of the existing above ground storage tanks and below ground piping.

The resolution provides a statement of facts regarding the project grant, plans, specifications, need to obtain a petroleum bulk storage permit and that the Town Board considers the project to be a Type II action and exempt from SEQRA. It then concludes by authorizing the Town Clerk to advertise the project for construction bids, establishing the bid opening date and authorizes the Supervisor to extend the bid opening due date if necessary.

Please distribute a copy of the attachments to the Town Insurance Agent for review and comment. It is particularly important that the review of the attachments confirms the terms and conditions and insurance requirements noted in the contract documents.

Assuming the Town Board passes the attached resolution and review comments are received in a timely manner; we have set the following project milestones which are reflected in the bid documents:

- Town Board authorization to advertise the project for bids: January 12, 2017;
- Pre-bid site review with prospective bidders, January 24, 2017;
- Bid Opening, February 2, 2017; and
- Project Completion, September 27, 2017.

Please note as we discussed, the contractors bid proposal form includes:

1. A lump sum bid for the construction of the project.
2. A bid item for handling contaminated materials. In the event that this unknown condition is found, the bidder will be held to the proposed unit cost.
3. A deductive alternative. Although, we have conducted project estimating and value engineering in order that the project will be near the construction budget, market conditions may result in receipt of bids that are over the current project budget. Should this situation develop, the deductive alternative could be accepted by the Town to control the project costs and bring the project into budget.

Should you have any questions, we are available to discuss this further.

Very truly yours,
LABERGE GROUP

By: 
Philip E. Koziol, P.E.
Project Manager

PEK:dek

CC: Dennis Dowds, Supervisor (w/enc.)
Town Board Members
Ken Holmes, Highway Superintendent (w/enc.)
David Gruenberg, Town Attorney (w/enc.)

RESOLUTION

At a **Regular Meeting** of the **Town Board** of the **Town of Schodack**, held on **January 12, 2017**, the following resolution was made by _____
and was subsequently seconded by _____.

WHEREAS, the Town of Schodack was awarded a grant from the New York State Department of Environmental Conservation in the amount of \$222,325.00 toward replacement of the existing fuel storage and dispensing system at the Town Highway facility; and

WHEREAS, Laberge Engineering & Consulting Group Ltd., has developed Plans, Specifications and Contract Documents for publically advertising a construction project to install a new code compliant fueling facility and clean, close and remove the existing fueling facility; and

WHEREAS, the Plans, Specifications and Contract Documents were circulated for review to the Town Highway Department, Town Attorney and Town Insurance Agent; and

WHEREAS, the project will be required to obtain a Bulk Petroleum Storage permit from the NYSDEC, which will be received prior to undertaking work; and

WHEREAS, the project does not propose expansion which would meet or exceed any of the thresholds in section 6 NYCRR §617.4 which would require review under SEQRA as a Type I action;

THEREFORE BE IT RESOLVED, that pursuant to 6 NYCRR §617.(c)(2), the Board hereby declares that this project be classified as a Type II Action under SEQRA because it is considered replacement, rehabilitation or reconstruction of a structure or facility, including upgrades to meet building or fire codes, and it is therefore exempt from SEQRA.

BE IT FURTHER RESOLVED THAT, the Schodack Town Clerk is authorized to advertize for construction bids for the Project using the contract documents provided by the Laberge Engineering & Consulting Group, Ltd. which will establish a bid opening date of February 2, 2017.

BE IT FURTHER RESOLVED THAT, the Supervisor is authorized to direct the Laberge Engineering & Consulting Group, Ltd. to extend the bid opening date by official bid addendum if recommended by the Laberge Engineering & Consulting Group, Ltd. to allow bidders adequate time to address technical addendum and/or prepare competitive bids;

The Board Members Present were:

Dennis Dowds, Supervisor
Michael Kenney, Councilman
Scott Swartz, Councilman
James Bult, Councilman
Tracey Rex, Councilwoman

AYE

NAY

STATE OF NEW YORK)
COUNTY OF RENSSELAER) ss:
TOWN OF SCHODACK)

I, Donna Conlin, do hereby verify that the foregoing is a true copy of a resolution unanimously adopted by the Town Board of the Town of Schodack, Rensselaer County, New York, on the ____ day of _____.

Town Clerk

S E A L

617.20
Appendix B
Short Environmental Assessment Form

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information			
Name of Action or Project: Proposed Sanitary Sewer District Extension			
Project Location (describe, and attach a location map): 1640 Columbia Turnpike, Schodack, NY			
Brief Description of Proposed Action: Proposed Sanitary Sewer District Extension for sanitary sewer service to My Place and Company Restaurant			
Name of Applicant or Sponsor: George J. Galib & James A. Giacone		Telephone: 518 477 5555	
		E-Mail:	
Address: 1640 Columbia Turnpike			
City/PO: Schodack		State: NY	Zip Code: 12033
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval: Sanitary Sewer District Extension - Town of Schodack			NO <input type="checkbox"/> YES <input checked="" type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		19.12+/- acres	
b. Total acreage to be physically disturbed?		0.0 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		19.12+/- acres	
4. Check all land uses that occur on, adjoining and near the proposed action. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
b. Are public transportation service(s) available at or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
b. Is the proposed action located in an archeological sensitive area?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
16. Is the project site located in the 100 year flood plain?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? <input type="checkbox"/> NO <input type="checkbox"/> YES b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor name: <u>GEORGE J. CAUS & JAMES A. GIACONE</u> Date: <u>01-10-10</u> Signature: <u>[Signature]</u> - N. COSTA N. GENT FOR APPLICANTS		

Part 2 - Impact Assessment. The Lead Agency is responsible for the completion of Part 2. Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	No, or small impact may occur	Moderate to large impact may occur
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Part 3 - Determination of significance. The Lead Agency is responsible for the completion of Part 3. For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

Connection to the existing sanitary sewer district will be of a benefit to the environment.

<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
<input checked="" type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.
<u>Town of Schodack Town Board</u>	<u>January 12, 2017</u>
Name of Lead Agency	Date
<u>Dennis Dowds</u>	<u>Supervisor</u>
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
<u></u>	<u></u>
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT