



KOESTER

2017-273
PROPOSAL #: 2017-4367
DATE: 8-21-17 REVISED
Page 1 of 3

Customer: Shawn Zinzow
Site Location: Town of Schodack
Phone: 518-477-7918
Fax: 518-766-7590

We are pleased to offer the following proposal for Castleridge PS:

Koester Associates Scope of Supply:

- NE152 Controller
- A1000 Submersible Transducer

Koester Associates Scope of Service:

- Remove & replace exiting D152 with an NE 152 Controller.
- Start-up, program, & test.
- Train personnel.

Thank you for the opportunity to be of service.

All services will be performed by confined space trained, OSHA certified technicians.

- Total Price: \$5,040.00, includes all travel & expenses.
 - Standard Terms and Conditions, on the attached page, are incorporated in this quotation. Prices quoted shall remain firm 60 days from date of issuance. Payment is due net 30 days.
-

Supplying Equipment, Solutions and Service for Water and Wastewater

3101 Seneca Turnpike • Canastota • NY • 13032

Phone 315.697.3800 • Fax 315.697.3888 • koesterassociates.com

sales@koesterassociates.com • service@koesterassociates.com • parts@koesterassociates.com



KOESTER

PROPOSAL #: 2017-0367

DATE: 8-21-17 REVISED

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If you wish to proceed with this proposal, please sign and return.

If you have any questions, please feel free to contact me.

Sincerely,

Eric

Eric Koester
Service & Retrofit Manager
Koester Associates, Inc.
Phone: (315) 697- 3800
Fax: (315) 697- 3888
Cell: (315) 395 - 5804
eric@koesterassociates.com

Date accepted on:

8/23/17

Purchaser/Name (sign):

Shawn Zinzow

Purchaser/Name (print):

Shawn Zinzow

Billing Address:

3776 US RT 20 Nassau NY 12123

Phone:

518-766-7000

P.O.#:

Supplying Equipment, Solutions and Service for Water and Wastewater

Terms and

Conditions

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K O E S T E R

PROPOSAL #: 2017-1367

DATE: 8-21-17 REVISED

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An order will constitute a contract between the Company and the Buyer when accepted in writing by the Company at its home office in Canastota, NY. A contract resulting from the acceptance of an order may be canceled or altered by the Buyer only if agreed to in writing by the Company at its home office, subject to payment of reasonable charges necessary to protect the Company from loss. Until accepted, as provided herein, an order shall constitute an offer to purchase. Neither the acceptance of any deposit made with an order nor the cashing of any check or other instrument therefore, nor the holding of such deposit by the Company shall be deemed an acceptance of an order, but if the order is not accepted, the Company will promptly refund such deposit.

The Company shall not be liable for any failure to make delivery, for late delivery, or other default by reason of any occurrence or contingency beyond the reasonable control of the Company or of any of its sources of supply or for failure to give notice of any delay. In the event of any such occurrence or contingency, the Company may extend delivery schedules or may, at its option, cancel the order in whole or in part without the liability other than to return any deposit or pre-payment should the whole order be canceled.

The Buyer will reimburse the Company for all taxes, excises and similar charges based upon or measured by the production, storage, sale, transportation or use of the products described herein.

The Company warrants that the products (except products made by the Company to drawings or specifications of the Buyer) will not in themselves infringe any United States patent, but the Company assumes no obligation in regard to patent infringement resulting from the use of the products in combination with equipment or other products not furnished by the Company. Liability under this warranty is limited to the aggregate amount (exclusive of taxes and transportation) to be paid hereunder and is conditioned upon the Buyer's giving the Company prompt written notice of any claim of patent infringement and granting the Company exclusive control of the settlement or litigation thereof.

The Company shall not be bound by any terms, conditions, or representations, which are not stated herein.

The Company shall not be obligated to perform hereunder if, at any time, Buyer's credit rating becomes impaired.

The Company shall retain a security interest in the products supplied hereunder to secure performance of Buyer's obligations and Buyers shall execute all financing statements and other instruments that the Company deems necessary to protect its security interest. If the Buyer defaults in any of its obligations hereunder or is unable to pay its debts as they mature, the Company shall have the right to repossess the products, exercise all legal options to collect the debt and cancel unshipped balances with or without resort to legal process, and Buyer agrees to pay all reasonable collection costs (including reasonable attorney fees) incurred by Company.

All material is sold F.O.B. shipping point and title and risk of loss passes to Buyer on delivery to the common carrier at shipping point. Orders for replacement material must be a new purchase order.

The Buyer shall have the right to inspect the products prior to payment and acceptance and if Buyer's inspection reveals any defects in the products, Buyer shall notify the Company within thirty (30) days after receipt of the products of any claim Buyer might have concerning such defects. Buyer's failure to notify the Company within such thirty-day period shall constitute a waiver by Buyer of all claims covering such defects in the products.

The Company's acceptance of order cancellation or order reduction requests is conditioned upon receiving Buyer's written agreement to assume termination charges.

The Company reserves the right to refuse to accept any order which does not meet quantity requirements which the Company may establish for any given product or group of products.

Prices are based on quality levels commensurate with normal processing. If a different quality level is required, Buyer must specify the requirements and pay any additional costs that may be applicable.

The Company reserves the right to correct clerical or stenographic errors or omissions.

THE PRODUCT WARRANTY IS AS SUBMITTED HERewith. NO OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WILL APPLY.

The terms of this agreement and all rights and obligations hereunder shall be governed by the laws of the State of New York. The foregoing terms and conditions will prevail notwithstanding any variance with the terms and conditions of Buyer's order for the product.



Town of Schodack

265 SCHUURMAN ROAD

CASTLETON, NY 12033

TELEPHONE (518) 477-7940

FAX (518) 477-7983

GARY ZIEGLER
C.E.O./BUILDING INSPECTOR

MEMO

To: Dennis Dowds, Town Supervisor

From: Gary Ziegler, Building Inspector *CZ*

Re: 19 Overlook Drive

October 31, 2017

On May 08, 2014 the Schodack Town Board approved resolution 2014-138 concerning 19 Overlook Drive in the Town of Schodack. (Copy Attached) For some reason the public hearing was not held, and no further action was taken. The property has fallen further into disrepair, (photos attached) and the building department is again receiving neighbor complaints. I ask that the Town Board reaffirm resolution 2014-138 if possible, or a new resolution for a public hearing so that the removal of this structure can move forward.

40-211-17



LA 31-17





2014-138) WHEREAS, the Town Building Inspector has reported to the Town Board that a building or structure known as 19 Overlook Drive South (Tax Map 202.12-1-19) should be removed; and

WHEREAS, the Town Board wishes to proceed pursuant to Chapter 99 of the Schodack Code, relating to Unsafe Buildings

NOW, THEREFORE, be it resolved that the Building Inspector shall, pursuant to §99-2(B) forward a notice with the particulars required therein to the owner, directing the owner to commence the ~~[securing or]~~ removal of the buildings within 30 days and to complete such ~~[securing or]~~ removal within 60 days; and it is further

RESOLVED, that a copy of this notice shall be filed in the office of the Rensselaer County Clerk, pursuant to the provisions of §99-2(D); and it is further

RESOLVED, that a hearing shall be held before the Town Board in this matter on August 14, 2014 at 7 p.m., to determine whether the owner has complied with such notice, and to take such other and further actions as may be authorized by Chapter 99. ~~[and it is further~~

~~RESOLVED, that the Town Clerk is directed to post the required notices of such public hearing in a timely fashion.]~~



Town of Schodack
265 SCHUURMAN ROAD
CASTLETON, NY 12033

TELEPHONE (518) 477-7940
FAX (518) 477-7983

GARY ZIEGLER
C.E.O./BUILDING INSPECTOR

NOTICE AND ORDER

To: Sandor Clarke
3 Sheyvan Manor
Nassau, New York 12123-

RE: Property at 19 Overlook Drive
Town of Schodack
Tax Map # 201.12-19


Please take notice that pursuant to Chapter 99 of the Code of the Town of Schodack, you are hereby directed to remove the building/structure on the above premises since it is unsafe and dangerous. Specifically, the structure's walls are caving, part of the roof is off the structure, and the structure cannot be rehabilitated.

You are further notified that you are ordered to commence the removal of this building structure within 30 days of the service of this notice, and complete such removal within 60 days thereafter.

You are further notified that the Schodack Town Board has scheduled a hearing on the matter to determine your compliance with this notice and order. Said public hearing will be held at the Schodack Town Hall, 265 Schuurman Road, Castleton, New York 12033, at 7:00 p.m. on August 14, 2014. Thereafter, the Town Board may order the removal of the structure by the Town in the event you have failed or refused to remove the same within the time provided. In the event the Town is required to demolish and remove the building, all costs and expenses incurred by the Town in connection with the proceedings to remove said building structure, including the costs of actually removing the building, shall be assessed against the land upon which said building is located and such charges shall be levied and collected in the same manner as provided by law for the levy and collection of taxes.

A copy of the resolution of the Town Board, adopted on May 8, 2014, is annexed hereto.

Dated: May 09 2014



Gary L. Ziegler
Schodack Building Inspector
265 Schuurman Road
Castleton, New York 12033

POSTED ON
BUILDING
5/19/2014
1:30 PM

Memo

TO: Schodack Town Board

FROM: David L. Gruenberg

DATE: October 17, 2017

SUBJECT: *Proposed Local Law for Registration of SORA Motels and Hotels*

Attached is a proposed local law to address the issue of motels in the Town of Schodack that are providing housing to SORA registrants. The local law is adapted directly from similar local laws adopted by the Towns of Greenport and Colonie. Basically, it is licensing scheme. The bite of the local law is in Section 12, which restricts a limit for SORA registrants to total of six (6) points. Under that provision, a motel could have two level three offenders, or three level two offenders. Based upon my conversations with Officer Eckel, this provision would have substantial impact, particularly on the Hostfield Motel. I would anticipate push back from the owner of that motel, since I think the proposed local law would impact his operation quite significantly.

If Board members are interested, we could discuss this proposed local law at our meeting on October 26.

**TOWN OF SCHODACK
LOCAL LAW NO. ____ OF 2017**

**HOTELS AND MOTELS REGISTERED SEX OFFENDER
OCCUPANCY LICENSE LAW**

Section 1. Purpose and intent.

It is the purpose and intent of this Local Law to promote the public health, safety and general welfare of the guests of hotels and motels located within the town and that of the general citizenry of the town.

Section 2. Definitions.

A. As used in this Local Law the following terms shall have the meanings indicated.

- (1) **HIGH MANAGERIAL AGENT:** The same meaning as set forth in § 20.20 of the Penal Law of the State of New York and, in addition, means a member of a limited-liability company or any other agent in a position of comparable authority with respect to the formulation of corporate policy or the supervision in a managerial capacity of subordinate employees.
- (2) **HOTEL OR MOTEL:** Any tourist accommodation or housekeeping cottage and any other inn, tourist home, trailer park, trailer camp, boardinghouse, rooming house, halfway house, rehabilitation facility, prison transitional facility, or any other structure, building or part of a building used in the business of renting rooms, individual or several, or a similar establishment where sleeping accommodations are furnished for pay to guests, lodgers, tourists, transients or travelers, whether meals are served therein, or not, to such guests, lodgers, tourists, transients or travelers, intending to include but not be limited to all of those facilities described in New York State General Business Law § 204.
- (3) **INSPECTION AGENT:** Includes the Town Board, the Schodack Building Inspector or Code Enforcement Officer, or a representative of the Police Department of the Town of Schodack.
- (4) **LICENSE:** A Registered Sex Offender Occupancy License issued under this Local Law.
- (5) **LICENSED PREMISES:** Includes the hotel or motel as defined above, together with all other real property and improvements appurtenant thereto, owned or leased by the licensee or one (1) or more of its officers, directors, shareholders, partners or other principals.

- (6) **LICENSEE:** The holder of the license to conduct such hotel or motel business.
- (7) **PERSON:** Includes an individual, or any firm, partnership, corporation, limited-liability company or association of persons or entity of any kind.
- (8) **REGISTER:** The register required to be maintained under § 11 of this Local Law and § 204 of the New York General Business Law.
- (9) **REGISTERED SEX OFFENDER:** A person who has been convicted of a violation of a sexual offense, as defined by the New York State Penal Law or Federal Law, and who has received a Level Two or Three designation as described in Article 6-C of the New York State Correction Law, or under any other state or federal law which would require that individual to register as a sex offender under such respective state or federal law.

B. Unless specifically defined above, all terms used in this Local Law shall be interpreted to give them the meanings they have in common usage and to give this Local Law its most reasonable application.

Section 3. License required to house registered sex offenders.

- A. No person shall engage in the business of owning or operating a hotel or motel as defined herein that accepts placements, referrals or payment by or on behalf of any federal, state or local government or any subdivision thereof, or from any not-for-profit group, association or entity of any type or nature, on account of providing accommodations to one (1) or more registered sex offenders without first obtaining a License therefor for each hotel or motel owned or operated by the said person from the Town Clerk of the Town of Schodack as hereinafter provided.
- B. In addition to all the other enforcement provisions in this law if it is determined by the Inspection Agent that the operation of a hotel or motel requiring such a License is continuing in the Town of Schodack without such License or if any such hotel or motel is operated after the determination or revocation or expiration of such License the Town Board may direct Town Counsel to seek Injunctive Relief in Supreme Court and secure an Order directing that the operation of such hotel or motel be immediately terminated pending whatever further directions may be given by the Court issuing the Injunction.

Section 4. Application for license.

- A. Each applicant for a license under this Local Law shall make a written application on a form supplied by the Town Clerk setting forth:
 - (1) The name, residence and postal address of the applicant and the name under which the applicant intends to do business, if different.

- (2) The exact location of the proposed licensed premises.
- (3) A description of the buildings, structures and accommodations that comprise the licensed premises.
- (4) A statement of the number of lawful housing or lodging units at said hotel or motel and the maximum number of persons that can lawfully be accommodated in the licensed premises and each individual unit thereof at any given time.
- (5) The number and location of the automobile parking spaces and parking facilities at the licensed premises.
- (6) The name and address of the owner of the licensed premises.
- (7) The name or names of the person or persons on the licensed premises upon whom process may be served.
- (8) A detailed description of the register or system used for the registration of persons to whom accommodations are extended as required by the General Business Law of the State of New York.
- (9) Whether the applicant, or any partner of a partnership applicant, or any officer, director, high managerial agent or stockholder of a corporate applicant holding five percent (5%) or more of the stock thereof, or any member of a limited-liability company, or any principal of any other applicant that is not a natural person, has ever been convicted of any crime listed in § 5 of this Local Law, and if so, the details thereof, including, with respect to each conviction, the name of the person convicted, the date thereof, the nature of the crime, the court in which the conviction was entered and the punishment imposed.
- (10) If applicable pursuant to § 5 of this Local Law, a certified copy of a certificate of relief from disabilities or certificate of good conduct granted to the applicant pursuant to Article 23-A of the New York State Correction Law.
- (11) In the case of any applicant that is a corporation, limited-liability company, partnership or other entity:
 - a. The place of incorporation or establishment of the applicant.
 - b. A copy of the applicant's certificate of incorporation, limited liability organizational instruments, partnership agreement or other organizational documentation.
 - c. Any fictitious or assumed name under which the applicant does business.

- d. The names and residences of all stockholders, partners, members or other principals holding five percent (5%) or more of any stock or other interest of the applicant.
 - e. The names and residences of all officers, directors and high managerial agents of the corporation and the office held by each.
- B. Any hotel or motel required to be licensed pursuant to this Local Law which are in operation on the effective date of this Local Law shall apply for a License hereunder within thirty (30) days of such effective date. Such application shall include all information set forth in Subsection "A" above.
- C. The Licensee shall notify the Town Clerk, in writing, of any change in information provided by the Licensee in the License application during the term of the License within ten (10) business days of such change.

Section 5. Criminal convictions barring issuance of license.

No License shall be issued to any person who has been convicted of any crime defined as a felony or a Class A misdemeanor under Articles 120, 125, 130, 135, 140 or 160 of the New York Penal Law, subject in each case to the rehabilitation procedures under Article 23-A of the New York Correction Law, nor shall any such License be issued to any partnership in which any general partner shall have been convicted or to any corporation or limited-liability company in which any stockholder holding five percent (5%) or more of any of the stock thereof or any director, officer or high managerial agent thereof, or any other applicant other than a natural person, any owner or other principal of which shall have been convicted of any crime defined as a felony or a Class A misdemeanor under Articles 120, 125, 130, 135, 140 or 160 of the New York Penal Law, subject in each case to the rehabilitation procedures under Article 23-A of the New York Correction Law.

Section 6. Inspection for securing license; Denial for noncompliance.

The Inspection Agent or his or her designee shall inspect the premises within thirty (30) days of application to determine whether or not the licensed premises and operation thereof comply with all applicable health, fire, safety, construction and zoning ordinances, laws, regulations and statutes. If the licensed premises do not comply with such regulations, the Inspection Agent or his or her designee shall so notify the Town Clerk within ten (10) days of such inspection, who shall notify the applicant that the application is denied, setting forth the reasons for the denial. The applicant shall have thirty (30) days to correct any deficient condition and request a re-inspection for the purpose of securing a license.

Section 7. License fee.

The annual fee per year for the License required by this Local Law shall be set by Resolution of the Town Board and will be on file in the Town Clerk's Office. The fee is due upon application and is nonrefundable.

Section 8. Term of license; Display required.

- A. All licenses issued under the provisions of this Local Law shall be for a term of one (1) year commencing on the date of their issuance, unless sooner revoked pursuant to this Local Law.
- B. All licenses shall be prominently displayed in a conspicuous place in the lobby or registration area of the licensed premises.
- C. Licenses shall be in a form approved by the Town Board and will be issued by the Town Clerk. The License shall be at least 11 x 17 and will include the name of the licensed premises, the words "HOTEL AND MOTEL REGISTERED SEX OFFENDER OCCUPANCY LICENSE" and reference the NY State Registry. The Town Board may designate the color of the License and may change such color from year-to-year. Every License shall state that a printed copy of this Local Law is available for inspection by the public in such registration office.
- D. A License may not be altered in any manner.

Section 9. Transfer of license prohibited.

A license shall be valid only to the applicant to whom it is issued and for the licensed premises stated on the License. No transfer of any License issued hereunder shall be permitted. Any sale of all or substantially all of the licensed premises or the assets of or merger or other consolidation of or any transfer of more than fifty percent (50%) in ownership or voting interest in any Licensee that is a corporation, partnership or other entity shall be deemed a transfer for purposes of this Local Law.

Section 10. Inspection of licensed premises without notice.

The Inspection Agent or his or her designee shall have the authority to inspect the public areas of the licensed premises from time-to-time, at any hour of the day or night without prior notice, to determine that the provisions of this Local Law are followed.

Section 11. Keeping and inspection of register.

Any licensed premises shall keep for a period of three (3) years a register which shall show the name, residence, date of arrival and departure of all persons provided with sleeping accommodations at the licensed premises. The said register must be available for inspection by any representative of the Town of Schodack, including but not limited to, the Inspection Agent or his or her designee, who shall have the authority to inspect the register from time-to-time, at any hour of the day or night without prior notice, to determine that the provisions of this Local Law are followed.

Section 12. Occupancy points.

- A. There is hereby established in the Town of Schodack an occupancy point system applicable to licensed premises based upon and equal to the risk level designation assigned to a sex offender by the sentencing court pursuant to New York State Correction Law § 168-n. For the purposes of this Local Law, a Level Two sex offender is hereby assigned two (2) occupancy points and a Level Three sex offender is hereby assigned three (3) occupancy points.
- B. Hotels, motels and other licensed premises as defined in this Local Law with 50 or fewer units are granted a total of six (6) occupancy points. Hotels, motels and other licensed premises as defined in this Local Law with 51 or more units are granted a total of nine (9) occupancy points.
- C. Hotels, motels or other licensed premises as defined in this Local Law may provide accommodations to registered sex offenders up to the maximum allowable occupancy points per day.

Section 13. Exceeding Occupancy Points prohibited

It shall be a violation of this Local Law to knowingly provide accommodations to persons who are registered sex offenders in any hotel or motel or other licensed premises in the Town of Schodack if the occupancy by such registered sex offender results in the hotel, motel or other licensed premises exceeding the maximum number of assigned occupancy points within a single twenty-four (24) hour period.

Section 14. Suspension or revocation of license; hearing.

- A. Any License issued under this Local Law shall be revoked by the Town Clerk for any of the following causes, provided that the Licensee shall be afforded a hearing before the Town Board or its designee and notice of such hearing prior to the revocation:
 - (1) The violation by the Licensee, or any officer, director, member, partner, five-percent-or-greater shareholder, high managerial agent or other principal of the Licensee, of any provision of this Local Law or § 204 of the General Business Law of the State of New York.
 - (2) Upon the recommendation of the Inspection Agent or his or her designee for the failure to cure any violation of any applicable health, fire, safety, construction or zoning ordinance, law, regulation or statute within the time provided in the Schodack Town Code or other applicable code after notification to the Licensee of such violation.

- (3) Upon the recommendation of the Inspection Agent or his or her designee for knowingly permitting the licensed premises to be used, alone or in association with others, for acts constituting violation of Articles 220, 225 or 230 of the Penal Law of the State of New York or failure to make reasonable effort to abate such use by ejecting such occupants or other persons on or about the licensed premises, notifying law enforcement authorities or other legal means.
 - (4) False statements made in an application for a license.
- B. Notice of the hearing for revocation of a License shall be given in writing, setting forth specifically the grounds of complaint and the time and place of the hearing. Such notice shall be given personally or mailed by first-class mail, postage prepaid, to the Licensee at the address provided in the application for the License at least five (5) days prior to the date set for such hearing.
- C. Such License may, pending revocation proceedings, be suspended by the Town Clerk if, in the opinion of the Inspection Agent or his or her designee the nature of the violation of this Local Law by the Licensee is such that operation of the hotel or motel may be detrimental to the health, safety and welfare of guests of said hotel or motel or the inhabitants of the Town. In the event of any such suspension, the Licensee shall be entitled to a hearing before the Town Board within twenty (20) days after the suspension.

Section 15. Penalty for offenses.

- A. Any person, including but not limited to any Licensee or person acting on behalf of a Licensee, who violates any provision of this Local Law shall, upon conviction thereof, be punished as follows:
- (1) Upon a first conviction: by a fine not less than \$50 and not more than \$250 or by imprisonment for a period not to exceed seven (7) days, or by both such fine and imprisonment.
 - (2) Upon a second conviction: by a fine not less than \$100 and not more than \$500 or by imprisonment for a period not to exceed ten (10) days, or by both such fine and imprisonment.
 - (3) Upon a third or subsequent conviction: by a fine not less than \$500 or by imprisonment for a period not to exceed fifteen (15) days, or by both such fine and imprisonment.
 - (4) Notwithstanding a conviction for an offense against any provisions or sections hereof, a person, association or corporation convicted shall be subject to the

immediate revocation of any license herein granted without reimbursement of fees paid therefor.

- (5) Any penalties provided for in the Schodack Town Code.
- B. The continuation of a violation on each successive day shall constitute a separate offense, and the person or persons allowing or permitting the continuation of the violations may be punished as provided for above for each separate offense.
- C. An action or proceeding in the name of the Town of Schodack may be commenced in any court of competent jurisdiction to compel compliance with or restrain by injunction the provisions of this Local Law.

Section 17. Interpretation.

This Local Law shall be liberally construed so as to effectuate the purposes described herein. Nothing herein shall abridge the powers and responsibilities of any police department or law enforcement agency to enforce the provisions of this Local Law. Nothing herein shall be construed to abridge the emergency powers of any health department or the right of such department to engage in any necessary or proper activities.

Section 18. Conflicts.

If this Local Law conflicts with any federal, state or local legislation, then, in that instance, the more stringent law shall apply. A law shall be determined to be more stringent if it limits the allowable number of registered sex offenders that may reside at a hotel, motel or other licensed premises at any one time to a lesser number of registered sex offenders than allowed by this Local Law.

Section 19. Records.

The Town Clerk shall keep a record of all applications, the determinations thereon and all licenses issued and their date of termination and/or revocation and shall maintain a record for each license issued and/or the reports of violation relative thereto.

Section 20. Severability.

If any clause, sentence, paragraph, section, article or part of this Local Law shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder thereof but shall be confined in its operation to the clause, sentence, paragraph, section, article or part thereof directly involved in the controversy in which such judgment shall have been rendered.

Section 21. Effective Date.

This Local Law shall take effect immediately.

**Town of Schodack
Notice of Public Hearing**

LEGAL NOTICE

Notice of Public Hearing
Town of Schodack, New York

The Town of Schodack will hold a public hearing on December 14, 2017 at PM at the Town Hall, 265 Schuurman Road, Castleton, NY for the purpose of hearing public comments on the Town of Schodack's Restore NY Round 5 grant application for the 2017 program year. The Restore NY program is administered by Empire State Development. The hearing will provide further information about the Restore NY grant program and will allow for citizen participation in the development of the proposed grant application.

The Town of Schodack will submit an application for funding to the Empire State Development Corporation's Restore New York Communities Initiative program. If awarded, up to \$1 million in Empire State Development funds will go toward the construction of the Northeast Regional Headquarters for A. Servidone, Inc.

The Project site is located at 1344 Route 9 in Castleton, NY, and is owned by A. Servidone, Inc. The property is 4.13 acres in size, is identified as Parcel 210-7-41.12, and has a total assessed value of \$125,000.

Any costs incurred by the Town as a result of this project will be covered by the developer, A. Servidone, Inc. In sponsoring the project, the Town of Schodack stands to gain a great deal in terms of job creation, increase tax base, and opportunities for economic development.

For more information, interested parties are encouraged to attend the public hearing to be held at Town Hall on December 14, 2017 at _____PM. Attendees will have the opportunity to discuss and to comment on the proposed Property Assessment List. Written and verbal comments and questions will be considered and included with the grant application.

Dated: _____

**RESOLUTION AUTHORIZING THE SCHODACK VALLEY FIRE DISTRICT
TO ENTER INTO A CERTAIN INTERMUNICIPAL AGREEMENT WITH THE
TOWN OF SCHODACK, RELATING TO THE CONSOLIDATION OF FIRE
DISTRICTS**

WHEREAS, the East Schodack Fire District, Nassau Fire District, Schodack Landing Fire District, Schodack Valley Fire District, South Schodack Fire District, and the Village of Castleton Fire Department (also referred to herein as "District") have held discussions about consolidating their districts into one district; and

WHEREAS, these districts, together with the Town of Schodack, wish to go forward to undertake a feasibility study to examine the prospects for such consolidation; and

WHEREAS, the said districts wish to cooperate with the Town of Schodack, to apply for a grant from the Division of Local Government Services of the New York State Department of State, for 50% of the cost of such feasibility study; now, therefore, be it

RESOLVED, that the Schodack Valley Fire District hereby authorizes CARL WENTWORTH to execute, on behalf of the district, a certain "Intermunicipal Agreement" with the Town of Schodack; and it is further

RESOLVED, that in the event all of the other participating districts execute this Intermunicipal Agreement, that this district shall pay one-seventh of the local costs of said feasibility study to the Town, as set forth in said agreement.

At a Regular Meeting of the Board of Commissioners of the Schodack Valley Fire District, Rensselaer County, New York, held at 1553 Schodack Valley Road, in said District on the 9 day of AUG 2017 at 6:30 PM.:

<u>Board Members</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>
<u>CARL WENTWORTH</u>	<u>X</u>	_____	_____
<u>HERB SCHURMAN</u>	<u>X</u>	_____	_____
<u>JACOB WESTMAN</u>	<u>X</u>	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

INTERMUNICIPAL AGREEMENT

This Agreement made this 20 day of Oct, 2017, by and between the Town of Schodack, a municipal subdivision of the state of New York having an office at 265 Schuurman Road, Castleton-on-Hudson, New York 12033, hereafter "Town", and Schodack Valley Fire District, having an address of 1553 Schodack Valley Road, Castleton-on-Hudson, New York 12033, hereafter "District".

RECITALS

1. The Town has had discussions with five fire districts as listed on Exhibit A annexed hereto, in the Town of Schodack and the Town of Nassau, and the Village of Castleton Fire Department (also referred to herein as "District") discussing the desirability and the process for consolidation of said six districts.

2. Any such consolidation would require a feasibility study to determine the viability of that process.

3. Grant funds are available for 50% of the cost of such feasibility study from the Division of Local Government Services of the New York State Department of State.

4. The standard cost of such a feasibility study would be \$50,000, with \$25,000 of that money being paid by the State grant, and the balance of \$25,000 being paid, in equal shares, by the Town and the six districts set forth on Exhibit A.

AGREEMENT

1. The Town shall advance the funds for the feasibility study, and shall make the application to the New York State Department of State for the grant money referenced above.

EXHIBIT A

Schodack Fire Service Consolidation Participating Organizations

East Schodack Fire District
3071 State Route 150
East Schodack, New York 12063

Nassau Fire District
28 Chatham Street
Nassau, New York 12123

Schodack Landing Fire District
346 Fire House Lane
Schodack Landing, New York 12156

Schodack Valley Fire District
1553 Schodack Valley Road
Castleton-on-Hudson, New York 12033

South Schodack Fire District
1567 Bame Road
Castleton-on-Hudson, New York 12033

Village of Castleton
Castleton Fire Department
85 South Main Street
Castleton-on-Hudson, New York 12033

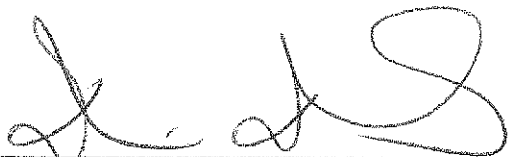
Non-Participating Organization


Schodack Center Fire District

2. Each District shall pay $\frac{1}{7^{\text{th}}}$ of half the \$25,000.00 local cost of the feasibility study, consisting of \$3,572.00, to the Town. Half (\$1,786.00) of such payment shall be made by August 31, 2017, and the balance (\$1,786.00) shall be made by June 1, 2018.

3. This Agreement shall not take effect until each of the Districts listed on Schedule A have executed a substantially similar Agreement to pay the Town the sum of \$3,572.00.

Dated: 10/20/17

BY: 
Town of Schodack Supervisor

Dated: 20 OCTOBER 2017 BY: 

**RESOLUTION AUTHORIZING THE EAST SCHODACK FIRE DISTRICT TO
ENTER INTO A CERTAIN INTERMUNICIPAL AGREEMENT WITH THE
TOWN OF SCHODACK, RELATING TO THE CONSOLIDATION OF FIRE
DISTRICTS**

WHEREAS, the East Schodack Fire District, Nassau Fire District, Schodack Landing Fire District, Schodack Valley Fire District, South Schodack Fire District, and the Village of Castleton Fire Department (also referred to herein as "District") have held discussions about consolidating their districts into one district; and

WHEREAS, these districts, together with the Town of Schodack, wish to go forward to undertake a feasibility study to examine the prospects for such consolidation; and

WHEREAS, the said districts wish to cooperate with the Town of Schodack, to apply for a grant from the Division of Local Government Services of the New York State Department of State, for 50% of the cost of such feasibility study; now, therefore, be it

RESOLVED, that the East Schodack Fire District hereby authorizes Michael Buckbee to execute, on behalf of the district, a certain "Intermunicipal Agreement" with the Town of Schodack; and it is further

RESOLVED, that in the event all of the other participating districts execute this Intermunicipal Agreement, that this district shall pay one-seventh of the local costs of said feasibility study to the Town, as set forth in said agreement.

At a Regular Meeting of the Board of Commissioners of the East Schodack Fire District, Rensselaer County, New York, held at 3071 State Rte. 150, in said District on the 24 day of April 2017 at 8:30 PM.:

<u>Board Members</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>
<u>DAVID J. KRIGBS</u>	<u>✓</u>	<u>_____</u>	<u>_____</u>
<u>KEVIN J. OSTRANDER</u>	<u>X</u>	<u>_____</u>	<u>_____</u>
<u>Gary Van Valkenburgh</u>	<u>X</u>	<u>_____</u>	<u>_____</u>
<u>Michael Buckbee</u>	<u>X</u>	<u>_____</u>	<u>_____</u>
<u>Shawn Miller</u>	<u>X</u>	<u>_____</u>	<u>_____</u>

INTERMUNICIPAL AGREEMENT

This Agreement made this 27th day of April, 2017, by and between the Town of Schodack, a municipal subdivision of the state of New York having an office at 265 Schuurman Road, Castleton-on-Hudson, New York 12033, hereafter "Town", and East Schodack Fire District, having an address of 3071 East Schodack Road, East Schodack, New York 12063, hereafter "District".

RECITALS

1. The Town has had discussions with five fire districts as listed on Exhibit A annexed hereto, in the Town of Schodack and the Town of Nassau, and the Village of Castleton Fire Department (also referred to herein as "District") discussing the desirability and the process for consolidation of said six districts.
2. Any such consolidation would require a feasibility study to determine the viability of that process.
3. Grant funds are available for 50% of the cost of such feasibility study from the Division of Local Government Services of the New York State Department of State.
4. The standard cost of such a feasibility study would be \$50,000, with \$25,000 of that money being paid by the State grant, and the balance of \$25,000 being paid, in equal shares, by the Town and the six districts set forth on Exhibit A.

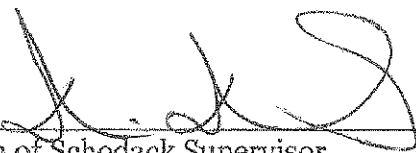
AGREEMENT

1. The Town shall advance the funds for the feasibility study, and shall make the application to the New York State Department of State for the grant money referenced above.

2. Each District shall pay 1/7th of half the \$25,000.00 local cost of the feasibility study, consisting of \$3,572.00, to the Town. Half (\$1,786.00) of such payment shall be made by June 30, 2017, and the balance (\$1,786.00) shall be made by June 1, 2018.

3. This Agreement shall not take effect until each of the Districts listed on Schedule A have executed a substantially similar Agreement to pay the Town the sum of \$3,572.00.

Dated: 4/27/17

BY: 
Town of Schodack Supervisor

Dated: 4/27/17

BY: Michael Buebbel

EXHIBIT A

Schodack Fire Service Consolidation

Participating Organizations

East Schodack Fire District
3071 State Route 150
East Schodack, New York 12063

Nassau Fire District
28 Chatham Street
Nassau, New York 12123

Schodack Landing Fire District
346 Fire House Lane
Schodack Landing, New York 12156

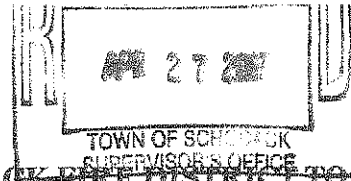
Schodack Valley Fire District
1553 Schodack Valley Road
Castleton-on-Hudson, New York 12033

South Schodack Fire District
1567 Bame Road
Castleton-on-Hudson, New York 12033

Village of Castleton
Castleton Fire Department
85 South Main Street
Castleton-on-Hudson, New York 12033

Non-Participating Organization

Schodack Center Fire District



RESOLUTION AUTHORIZING THE SOUTH SCHODACK FIRE DISTRICT TO ENTER INTO A CERTAIN INTERMUNICIPAL AGREEMENT WITH THE TOWN OF SCHODACK, RELATING TO THE CONSOLIDATION OF FIRE DISTRICTS

WHEREAS, the East Schodack Fire District, Nassau Fire District, Schodack Landing Fire District, Schodack Valley Fire District, South Schodack Fire District, and the Village of Castleton Fire Department (also referred to herein as "District") have held discussions about consolidating their districts into one district; and

WHEREAS, these districts, together with the Town of Schodack, wish to go forward to undertake a feasibility study to examine the prospects for such consolidation; and

WHEREAS, the said districts wish to cooperate with the Town of Schodack, to apply for a grant from the Division of Local Government Services of the New York State Department of State, for 50% of the cost of such feasibility study; now, therefore, be it

RESOLVED, that the South Schodack Fire District hereby authorizes Roland D. Ferris to execute, on behalf of the district, a certain "Intermunicipal Agreement" with the Town of Schodack; and it is further

RESOLVED, that in the event all of the other participating districts execute this Intermunicipal Agreement, that this district shall pay one-seventh of the local costs of said feasibility study to the Town, as set forth in said agreement.

At a Regular Meeting of the Board of Commissioners of the South Schodack Fire District, Rensselaer County, New York, held at 1567 Bame Road, in said District on the 24th day of April 2017 at 7:30 PM.:

<u>Board Members</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>
<u>Roland D. Ferris</u>	<u>X</u>	<u> </u>	<u> </u>
<u>Ricardo E. Cosgrave</u>	<u>X</u>	<u> </u>	<u> </u>
<u>Anthony S. Maier</u>	<u>X</u>	<u> </u>	<u> </u>
<u>Harold J. McEwan, Sr.</u>	<u> </u>	<u>X</u>	<u> </u>
<u>George E. Mesick</u>	<u>X</u>	<u> </u>	<u> </u>

INTERMUNICIPAL AGREEMENT

This Agreement made this 27th day of APRIL, 2017, by and between the Town of Schodack, a municipal subdivision of the state of New York having an office at 265 Schuurman Road, Castleton-on-Hudson, New York 12033, hereafter "Town", and South Schodack Fire District, having an address of 1567 Bame Road, Castleton-on-Hudson, New York 12033, hereafter "District".

RECITALS

1. The Town has had discussions with five fire districts as listed on Exhibit A annexed hereto, in the Town of Schodack and the Town of Nassau, and the Village of Castleton Fire Department (also referred to herein as "District") discussing the desirability and the process for consolidation of said six districts.

2. Any such consolidation would require a feasibility study to determine the viability of that process.

3. Grant funds are available for 50% of the cost of such feasibility study from the Division of Local Government Services of the New York State Department of State.

4. The standard cost of such a feasibility study would be \$50,000, with \$25,000 of that money being paid by the State grant, and the balance of \$25,000 being paid, in equal shares, by the Town and the six districts set forth on Exhibit A.

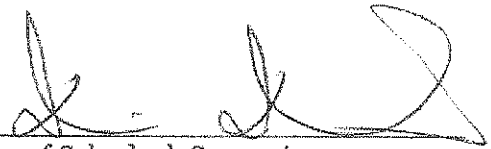
AGREEMENT

1. The Town shall advance the funds for the feasibility study, and shall make the application to the New York State Department of State for the grant money referenced above.

2. Each District shall pay 1/7th of half the \$25,000.00 local cost of the feasibility study, consisting of \$3,572.00, to the Town. Half (\$1,786.00) of such payment shall be made by June 30, 2017, and the balance (\$1,786.00) shall be made by June 1, 2018.

3. This Agreement shall not take effect until each of the Districts listed on Schedule A have executed a substantially similar Agreement to pay the Town the sum of \$3,572.00.

Dated: 4/27/17

BY: 
Town of Schodack Supervisor

Dated: 4/27/17

BY: Roland D. Ferry

EXHIBIT A

Schodack Fire Service Consolidation

Participating Organizations

East Schodack Fire District
3071 State Route 150
East Schodack, New York 12063

Nassau Fire District
28 Chatham Street
Nassau, New York 12123

Schodack Landing Fire District
346 Fire House Lane
Schodack Landing, New York 12156

Schodack Valley Fire District
1553 Schodack Valley Road
Castleton-on-Hudson, New York 12033

South Schodack Fire District
1567 Bame Road
Castleton-on-Hudson, New York 12033

Village of Castleton
Castleton Fire Department
85 South Main Street
Castleton-on-Hudson, New York 12033

Non-Participating Organization

Schodack Center Fire District

**RESOLUTION AUTHORIZING THE VILLAGE OF CASTLETON FIRE
DEPARTMENT TO ENTER INTO A CERTAIN INTERMUNICIPAL
AGREEMENT WITH THE TOWN OF SCHODACK, RELATING TO THE
CONSOLIDATION OF FIRE DISTRICTS**

WHEREAS, the East Schodack Fire District, Nassau Fire District, Schodack Landing Fire District, Schodack Valley Fire District, South Schodack Fire District, and the Village of Castleton Fire Department (also referred to herein as "District") have held discussions about consolidating their districts into one district; and

WHEREAS, these districts, together with the Town of Schodack, wish to go forward to undertake a feasibility study to examine the prospects for such consolidation; and

WHEREAS, the said districts wish to cooperate with the Town of Schodack, to apply for a grant from the Division of Local Government Services of the New York State Department of State, for 50% of the cost of such feasibility study; now, therefore, be it

RESOLVED, that the Village of Castleton hereby authorizes Mayor Robert Schmitt to execute a certain "Intermunicipal Agreement" with the Town of Schodack; and it is further

RESOLVED, that in the event all of the other participating districts execute this Intermunicipal Agreement, that this district shall pay one-seventh of the local costs of said feasibility study to the Town, as set forth in said agreement.

At a Regular Meeting of the Village Board of the Village of Castleton-on-Hudson, Rensselaer County, New York, held at 85 South Main Street, in said Village on the 10 day of April 2017 at 7:00 PM.:

<u>Board Members</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>
<u>Mayor Robert Schmitt</u>	<u>✓</u>	_____	_____
<u>Deputy Mayor Garner</u>	<u>✓</u>	_____	_____
<u>Trustee Platano</u>	<u>✓</u>	_____	_____
<u>Trustee Martin</u>	<u>✓</u>	_____	_____
<u>Trustee Giuliano</u>	<u>✓</u>	_____	_____

INTERMUNICIPAL AGREEMENT

This Agreement made this 10 day of April, 2017, by and between the Town of Schodack, a municipal subdivision of the state of New York having an office at 265 Schuurman Road, Castleton-on-Hudson, New York 12033, hereafter "Town", and Village of Castleton Fire Department, having an address of 85 South Main Street, Castleton-on-Hudson, New York 12033, hereafter "District".

RECITALS

1. The Town has had discussions with ^{six}~~five~~ fire districts as listed on Exhibit A annexed hereto, in the Town of Schodack and the Town of Nassau, and the Village of Castleton Fire Department (also referred to herein as "District") discussing the desirability and the process for consolidation of said six districts.
2. Any such consolidation would require a feasibility study to determine the viability of that process.
3. Grant funds are available for 50% of the cost of such feasibility study from the Division of Local Government Services of the New York State Department of State.
4. The standard cost of such a feasibility study would be \$50,000, with \$25,000 of that money being paid by the State grant, and the balance of \$25,000 being paid, in equal shares, by the Town and the six districts set forth on Exhibit A.

AGREEMENT

1. The Town shall advance the funds for the feasibility study, and shall make the application to the New York State Department of State for the grant money referenced above.

2. Each District shall pay 1/7th of half the \$25,000.00 local cost of the feasibility study, consisting of \$3,572.00, to the Town. Half (\$1,786.00) of such payment shall be made by June 30, 2017, and the balance (\$1,786.00) shall be made by June 1, 2018.

3. This Agreement shall not take effect until each of the Districts listed on Schedule A have executed a substantially similar Agreement to pay the Town the sum of \$3,572.00.

Dated:

BY: 

Town of Schodack Supervisor

Dated:

4/10/17

BY: 

Mayor
Village of Castleton or Hudson

EXHIBIT A

Schodack Fire Service Consolidation

Participating Organizations

East Schodack Fire District
3071 State Route 150
East Schodack, New York 12063

Nassau Fire District
28 Chatham Street
Nassau, New York 12123

Schodack Landing Fire District
346 Fire House Lane
Schodack Landing, New York 12156

Schodack Valley Fire District
1553 Schodack Valley Road
Castleton-on-Hudson, New York 12033

South Schodack Fire District
1567 Bame Road
Castleton-on-Hudson, New York 12033

Village of Castleton
Castleton Fire Department
85 South Main Street
Castleton-on-Hudson, New York 12033

Non-Participating Organization

Schodack Center Fire District

RESOLUTION AUTHORIZING THE SCHODACK LANDING FIRE DISTRICT TO ENTER INTO A CERTAIN INTERMUNICIPAL AGREEMENT WITH THE TOWN OF SCHODACK, RELATING TO THE CONSOLIDATION OF FIRE DISTRICTS

WHEREAS, the East Schodack Fire District, Nassau Fire District, Schodack Landing Fire District, Schodack Valley Fire District, South Schodack Fire District, and the Village of Castleton Fire Department (also referred to herein as "District") have held discussions about consolidating their districts into one district; and

WHEREAS, these districts, together with the Town of Schodack, wish to go forward to undertake a feasibility study to examine the prospects for such consolidation; and

WHEREAS, the said districts wish to cooperate with the Town of Schodack, to apply for a grant from the Division of Local Government Services of the New York State Department of State, for 50% of the cost of such feasibility study; now, therefore, be it

RESOLVED, that the Schodack Landing Fire District hereby authorizes Philip C Dorv to execute, on behalf of the district, a certain "Intermunicipal Agreement" with the Town of Schodack; and it is further

RESOLVED, that in the event all of the other participating districts execute this Intermunicipal Agreement, that this district shall pay one-seventh of the local costs of said feasibility study to the Town, as set forth in said agreement.

At a Regular Meeting of the Board of Commissioners of the Schodack Landing Fire District, Rensselaer County, New York, held at 346 Fire House Lane, in said District on the 11 day of April 2017 at 6:30 PM.:

<u>Board Members</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>
<u>Philip C Dorv</u> Philip C Dorv Philip C Dorv	<u>X</u>		
<u>David VanDewar</u> DAVID VANDEWAR	<u>X</u>		
<u>Edward Seaborn</u> EDWARD SEABORN	<u>X</u>		
<u>Jack Kornhaber</u> JACK KORNHABER	<u>X</u>		
<u>Ellen Capodiferno</u>	<u>X</u>		

INTERMUNICIPAL AGREEMENT

This Agreement made this 11th day of APRIL, 2017, by and between the Town of Schodack, a municipal subdivision of the state of New York having an office at 265 Schuurman Road, Castleton-on-Hudson, New York 12033, hereafter "Town", and Schodack Landing, having an address of 346 Fire House Lane, New York 12156, hereafter "District".

RECITALS

1. The Town has had discussions with five fire districts as listed on Exhibit A

annexed hereto, in the Town of Schodack and the Town of Nassau, and the Village of Castleton Fire Department (also referred to herein as "District") discussing the desirability and the process for consolidation of said six districts.

2. Any such consolidation would require a feasibility study to determine the viability of that process.

3. Grant funds are available for 50% of the cost of such feasibility study from the Division of Local Government Services of the New York State Department of State.

4. The standard cost of such a feasibility study would be \$50,000, with \$25,000 of that money being paid by the State grant, and the balance of \$25,000 being paid, in equal shares, by the Town and the six districts set forth on Exhibit A.

AGREEMENT

1. The Town shall advance the funds for the feasibility study, and shall make the application to the New York State Department of State for the grant money referenced above.

2. Each District shall pay 1/7th of half the \$25,000.00 local cost of the feasibility study, consisting of \$3,572.00, to the Town. Half (\$1,786.00) of such payment shall be made by June 30, 2017, and the balance (\$1,786.00) shall be made by June 1, 2018.

3. This Agreement shall not take effect until each of the Districts listed on Schedule A have executed a substantially similar Agreement to pay the Town the sum of \$3,572.00.

Dated: 4/13/17

BY: 
Town of Schodack Supervisor

Dated: 4-11-2017

BY: 

EXHIBIT A

Schodack Fire Service Consolidation Participating Organizations

East Schodack Fire District
3071 State Route 150
East Schodack, New York 12063

Nassau Fire District
28 Chatham Street
Nassau, New York 12123

Schodack Landing Fire District
346 Fire House Lane

Schodack Landing, New York 12156

Schodack Valley Fire District
1553 Schodack Valley Road
Castleton-on-Hudson, New York 12033

South Schodack Fire District
1567 Bame Road
Castleton-on-Hudson, New York 12033

Village of Castleton
Castleton Fire Department
85 South Main Street
Castleton-on-Hudson, New York 12033

Non-Participating Organization

Schodack Center Fire District

RESOLUTION AUTHORIZING THE NASSAU FIRE DISTRICT TO ENTER INTO A CERTAIN INTERMUNICIPAL AGREEMENT WITH THE TOWN OF SCHODACK, RELATING TO THE CONSOLIDATION OF FIRE DISTRICTS

WHEREAS, the East Schodack Fire District, Nassau Fire District, Schodack Landing Fire District, Schodack Valley Fire District, South Schodack Fire District, and the Village of Castleton Fire Department (also referred to herein as "District") have held discussions about consolidating their districts into one district; and

WHEREAS, these districts, together with the Town of Schodack, wish to go forward to undertake a feasibility study to examine the prospects for such consolidation; and

WHEREAS, the said districts wish to cooperate with the Town of Schodack, to apply for a grant from the Division of Local Government Services of the New York State Department of State, for 50% of the cost of such feasibility study; now, therefore, be it

RESOLVED, that the Nassau Fire District hereby authorizes MATT COOPER - CHAIRMAN - to execute, on behalf of the district, a certain "Intermunicipal Agreement" with the Town of Schodack; and it is further

RESOLVED, that in the event all of the other participating districts execute this Intermunicipal Agreement, that this district shall pay one-seventh of the local costs of said feasibility study to the Town, as set forth in said agreement.

At a Regular Meeting of the Board of Commissioners of the Nassau Fire District, Rensselaer County, New York, held at 28 Church Street, in said District on the 19th day of April 2017 at 7 PM.:

<u>Board Members</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>
<u>PAUL MARTEL</u>	<u>X</u>	<u> </u>	<u> </u>
<u>MIKE DUNNAN</u>	<u>X</u>	<u> </u>	<u> </u>
<u>RICH ELDER</u>	<u>X</u>	<u> </u>	<u> </u>
<u>KEVIN WOOD</u>	<u>X</u>	<u> </u>	<u> </u>
<u>MATT COOPER</u>	<u>X</u>	<u> </u>	<u> </u>

INTERMUNICIPAL AGREEMENT

This Agreement made this 24 day of APRIL, 2017, by and between the Town of Schodack, a municipal subdivision of the state of New York having an office at 265 Schuurman Road, Castleton-on-Hudson, New York 12033, hereafter "Town", and Nassau Fire District, having an address of 28 Chatham Street, Nassau, New York 12123, hereafter "District".

RECITALS

1. The Town has had discussions with five fire districts as listed on Exhibit A annexed hereto, in the Town of Schodack and the Town of Nassau, and the Village of Castleton Fire Department (also referred to herein as "District") discussing the desirability and the process for consolidation of said six districts.

2. Any such consolidation would require a feasibility study to determine the viability of that process.

3. Grant funds are available for 50% of the cost of such feasibility study from the Division of Local Government Services of the New York State Department of State.

4. The standard cost of such a feasibility study would be \$50,000, with \$25,000 of that money being paid by the State grant, and the balance of \$25,000 being paid, in equal shares, by the Town and the six districts set forth on Exhibit A.

AGREEMENT

1. The Town shall advance the funds for the feasibility study, and shall make the application to the New York State Department of State for the grant money referenced above.

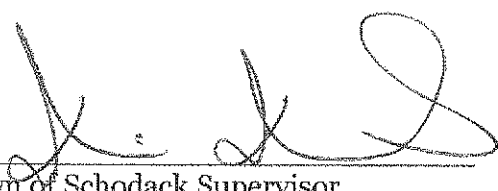
2. Each District shall pay 1/7th of half the \$25,000.00 local cost of the feasibility study, consisting of \$3,572.00, to the Town. Half (\$1,786.00) of such payment shall be made by June 30, 2017, and the balance (\$1,786.00) shall be made by June 1, 2018.

3. This Agreement shall not take effect until each of the Districts listed on Schedule A have executed a substantially similar Agreement to pay the Town the sum of \$3,572.00.

Dated:

4/24/17


BY:


Town of Schodack Supervisor

Dated:

4/24/17

BY:

 - Matt Cooper -
Schodack FD. #1

STATE OF NEW YORK
SUPREME COURT COUNTY OF RENSSELAER

In the Matter of the Application for Review of the 2017
Assessment of Property Located in the Town of Schodack, of

MICHAEL POGODA and WENDI CROSBY,

Petitioner,

-against-

THE TOWN OF SCHODACK, THE BOARD OF
ASSESSMENT REVIEW OF THE TOWN OF
SCHODACK and KAREN JUSTUS, as
Assessor of THE TOWN OF SCHODACK,

Respondents.

**CONSENT ORDER AND
JUDGMENT**

Index No.: 256855

RJI No.: 41-0634-2017

Assigned Justice

Raymond J. Elliott III, J.S.C.

IT IS HEREBY STIPULATED AND AGREED by and between the undersigned, who are the attorneys of record for the above parties with full, direct and actual authority of their respective clients to do the same, that said proceedings be settled and compromised in the following manner:

1. The 2017 final assessment on the Petitioner's real property shall be corrected, reduced and revised in the following manner:

Tax Map No.	Original Assessment	Revised assessment	Reduction
188.-3-1.1	\$55,100	\$28,000	\$27,100

2. The Assessor of the Town of Schodack shall forthwith correct and revise the entry with respect to the final 2017 assessment rolls of the Town of Schdack in a manner consistent with the provisions of the proceeding paragraph.

3. The Town of Schodack, the East Greenbush Central School District, the County of Rensselaer and any special district for which taxes are levied based on the total assessment

made subject to this agreement shall forthwith audit, pay and refund to Petitioner principle amounts of excess taxes paid by Petitioner on its 2017 assessment, all refund drafts being payable to "Cooper Erving & Savage, LLP, as attorneys for Petitioner," and said refunds should be tendered to Cooper Erving & Savage LLP, 39 North Pearl Street (4th Floor), Albany, New York 12207. Said refunds shall be for repayment of excess principle taxes paid on the 2017 assessment and shall be made in accordance with local refunding procedures established and provided for such cases. Petitioner waives statutory interest from all refunds paid by the Town, County and School District if paid within sixty days (60) days of service of this Consent Order and Judgment with notice of entry thereon.

4. If applicable, corrected or amended property tax bills shall be furnished to Petitioner by the Town of Schodack, the County of Rensselaer and the East Greenbush Central School District for any subsequent tax billing date for which amended tax bills are in order consistent with the terms and conditions of this agreement.

5. The judicial proceeding as to the assessed value of the subject property in dispute for 2017 is being simultaneously compromised, settled and discontinued in accordance with the terms of this agreement without costs or disbursements and the parties are signifying, by their subscribing to the terms and conditions hereof, a full final and binding settlement of the special proceeding entitled above.

6. This Consent Order will be submitted to the New York State Supreme Court for signature and entry, and this proceeding shall thereupon be discontinued on the merits, without costs in favor of any party against another, subject to compliance with the refund provisions made part hereof. Any party may move this Court on notice to the other for any relief it shall deem appropriate for the construction or enforcement of this agreement.

Dated: _____, 2017

David C. Rowley, Esq.
Attorney for Petitioner
Cooper Erving & Savage LLP
39 North Pearl Street (4th Floor)
Albany, New York 12207
Tel: (518)449-3900

Dated: _____, 2017

Daniel Vincelette, Esq.
Attorney for Respondents
The Vincelette Law Firm
421 New Karner Rd, Suite 2
Albany, New York 12205

PRESENT: HON RAYMOND J. ELLIOTT III, J.S.C.
BE IT SO ORDERED AND ADJUDGED.

DATED: _____, 2017
AT: _____, New York

Hon. Raymond J. Elliott III, J.S.C.