

2012-086

CONTRACT ADDENDUM NO. 2012 – 07
(Dunkin Donuts Sewer Extension)

DATED: September 5, 2012

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 engineering services in connection with the extension of sewer service to the Dunkin Donuts at 1792 Columbia Turnpike in accordance with ENGINEER's letter dated February 14, 2012 (attached).


Fee for said services shall be lump sum fee of \$85,300 plus expenses.

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

TOWN OF SCHODACK

BY: 
Dennis Dowds, Supervisor
(Resolution 2012-235)

LABERGE GROUP

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

CHAPTER 69

AN ACT to amend the general municipal law, in relation to voluntary assistance to public cemetery corporations

Became a law May 5, 2010, with the approval of the Governor. Passed by a two-thirds vote.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. The general municipal law is amended by adding a new section 165-a to read as follows:

§ 165-a. Voluntary municipal assistance to public cemetery corporations.

Any municipal corporation may appropriate and provide funding to a public cemetery corporation as defined in article fifteen of the not-for-profit corporation law. In lieu of or in addition to providing funding to a public cemetery corporation, any municipal corporation may provide goods and/or services to a public cemetery corporation as defined in article fifteen of the not-for-profit corporation law.

§ 2. This act shall take effect immediately.

The Legislature of the STATE OF NEW YORK ss:

Pursuant to the authority vested in us by section 70-b of the Public Officers Law, we hereby jointly certify that this slip copy of this session law was printed under our direction and, in accordance with such section, is entitled to be read into evidence.

MALCOLM A. SMITH
Temporary President of the Senate

SHELDON SILVER
Speaker of the Assembly



UTILITY BILLING UPGRADE AUTHORIZATION

For The
Town of Schodack, NY

February 19th 2013

Prepared by:
Software Consulting Associates
54 Elizabeth St.
Red Hook, NY

Account Representative: Wil LaBossier
Phone: (845) 758-0104
Fax: (845) 758-0884
E-Mail: Wil@sca-corp.com
Website: www.sca-corp.com



Investment

Utility Billing System

Base software	\$3,900
Installation and Training	<i>Included</i>
Data Conversion	<i>Included</i>
Radio Meter Reader Interface	<i>Included</i>
Total for Utility Billing System	<u>\$3,900</u>
Annual year Maintenance and Support	\$1,000

Payment Schedule:

- 50% - invoiced upon commencement of upgrade project.
- 50% - invoiced upon completion of the installation and training.



Utility Billing Upgrade Authorization

The Town of Schodack, NY hereby agrees to the procedures outlined above and the "Terms and Conditions" attached hereto and made a part hereof, and authorizes Software Consulting Associates to proceed with the project.

TOWN OF SCHODACK, NY

By: _____

Title: _____

Date: _____

SOFTWARE CONSULTING ASSOCIATES

By: _____

Title: _____

Date: _____



Terms and Conditions

This is a legal agreement between you (either an individual or an entity), the end user, and Software Consulting Associates.

Responsibility of Software Consulting Associates (SCA).

SCA shall be responsible for the performance of the services provided for in this agreement in accordance with the "Performance Schedule." SCA shall be responsible for the correctness and accuracy of its work, based upon the material and information supplied by you. Regardless of your acceptance of completed materials when delivered, SCA shall correct errors found either by you or SCA. See "Warranties; Limitations" for SCA's liability for all services.

Your Responsibility.

You shall be responsible for the correctness and accuracy of the information you supply to SCA, for providing SCA with timely decisions and answers to questions raised by SCA, for inclusion of sufficient funds in your budget to pay SCA for services, and for the prompt payment of invoices. You shall also be responsible for completing your work in accordance with the "Performance Schedule."

Adjustments to Performance Schedule; Unauthorized Delays.

- A. Adjustments to Schedule. Upon the mutual consent of you and SCA, the "Performance Schedule" may be changed or extended as provided under "Changes" below.
- B. Unauthorized Delays. In the event of any unauthorized delay on your part, SCA may impose delay charges upon providing notice thereof to you. An "unauthorized delay" shall mean any delay not authorized by both SCA and you.

Variations from Standard Methods or Procedures.

Variations from SCA's standard methods and procedures must be requested by you, in writing, specifying the exact nature of the desired variations. SCA will accommodate such variations wherever possible, with any additional charges for such variations, as determined by SCA and approved by you, to be paid by you.

Payment Terms.

All payments shall be made within 30 days of receipt of the invoice/voucher. You shall not discount nor withhold any portion of the amount for any reason. Late payments will be charged interest at the rate of 1.5% for each month or part thereof that such payment is in arrears.

Software.

The Software being delivered pursuant to this agreement is being licensed to you pursuant to a License Agreement (the "License"), attached hereto and made apart hereof, between the publisher of the software and you. You agree that all terms, conditions and limitations set forth in the License shall apply to this contract as it relates to the Software.

Computer Hardware.

Any computer hardware being delivered in accordance with this agreement is being delivered with the manufacturer's warranty. The manufacturer's warranty is in lieu of all other warranties, express or implied, and SCA shall have no obligation or liability under "Warranties; Limitations" or otherwise with respect to hardware.

Title.

All computer software and other intellectual property of SCA used in performing its services shall remain the property of SCA.

Term and Termination.

- A. The initial term of this agreement, unless sooner terminated as hereafter provided, shall be for one year, commencing on the date hereof.
- B. Either party shall have the right to terminate this agreement with immediate effect if the other party fails to cure to such party's reasonable satisfaction any material breach or violation of this agreement within 60 days after such party has given the other written notice thereof.



- C. Upon termination, all work prepared by SCA may, at your option, become your property, and SCA shall be entitled to receive just and equitable compensation for all services performed.

Warranties; Limitations.

- A. SCA warrants that the services provided hereunder will be performed by qualified personnel in a good and workmanlike manner and that any deliverables will be free of material defects. SCA's liability and your exclusive remedy for failure of any service or deliverable to meet this warranty shall be limited to reperformance, at SCA's cost, of such service or deliverable. SCA's warranty does not extend to failures arising out of (i) incorrect or insufficient data, specifications or instructions provided by you or (ii) work or services performed by others.
- B. The foregoing warranties are in lieu of all other warranties, whether oral, written, express, implied or statutory. Implied warranties of fitness and merchantability shall not apply. SCA's warranty obligations and your remedies thereunder are solely and exclusively as stated herein.
- C. The limitations and protections against liability afforded SCA herein shall apply to any action or claim in connection with the services, whether based on contract, tort, statute or otherwise (including negligence, warranty and strict liability). The cumulative liability of SCA for all obligations, warranties and guaranties, whether express or implied, with respect to services performed hereunder, shall be limited to the amount paid to SCA pursuant to this contract. SCA shall not be liable to you or any other person or entity for indirect, special, incidental, punitive or consequential damages arising from the performance or nonperformance of services, irrespective of whether the claims or actions for such damages are based upon contract, tort, negligence, strict liability, warranty or otherwise.
- D. No action may be maintained or proceeding commenced by you or others against SCA with respect to services unless such action or proceeding is commenced within one year after completion by SCA of the particular services to which such action or proceeding relates. Either party shall be entitled to recover reasonable attorney fees incurred in the successful enforcement of this agreement, regardless of whether a cause of action is commenced.

Changes.

You may at any time request changes in the scope of this agreement. Moreover, SCA may suggest changes. Where changes are agreed to by the parties, SCA shall issue a Change Order for your review and signature describing the changes as well as the adjustments in schedule and fees occasioned by the changes in scope. SCA shall not be required to implement any change until you have signed and returned the Change Order.

Notices.

All notices and other communications which are required or permitted to be given, shall be in writing and shall be delivered either personally, by facsimile, by reputable overnight courier or by registered or certified mail and shall be deemed effectively received (i) if delivered in person, on the date of such delivery, (ii) if transmitted by facsimile, on the date indicated on the sender's receipt of confirmation, (iii) if delivered by overnight courier, on the next business day following deposit thereof with such overnight courier, or (iv) if sent by mail, upon the third business day following the deposit thereof, postage prepaid.

Force Majeure.

If any performance by any party shall be prevented, hindered or delayed by reason of any cause beyond the reasonable control of such party (such event being hereafter called an "event"), including, without limitation, acts of God, riots, fires, floods, unusually severe weather, curtailment or termination of sources or supplies of energy or power, inability to obtain or delay in obtaining materials or supplies, strikes or other disputes involving such party or its subcontractors or suppliers, acts of war, insurrection, civil unrest, riot or disorder, acts of governmental authorities, changes in law or regulation, or any other cause beyond the reasonable control of such party, whether similar or dissimilar to those expressed hereinabove, such party shall be excused from performance to the extent that its performance is so prevented, hindered or delayed. Such excuse from performance shall extend so long as the event continues to prevent, hinder or delay the performance by such party. The party whose performance is affected shall give the other parties notice within 15 days of the event specifying the event, the performance affected and the anticipated date, if any, performance can be made.

Disclaimer of Association.

This agreement shall not be construed as creating a partnership, joint venture, agency or any other association which would impose upon one party liability for the acts or omission of the other, and neither party shall have the right to bind the other.



No Waiver.

Any failure by either party hereto to enforce at any time any term or condition shall not be considered a waiver of that party's right thereafter to enforce each and every term and condition.

Dispute Resolution.

The parties mutually agree to seek mediation as the preferred alternative of dispute resolution in the event of any disagreement over the terms of this agreement.

SOFTWARE CONSULTING ASSOCIATES

54 Elizabeth St.

Red Hook, NY 12571

845-758-0104

9/08



2013-091

RENSSELAER COUNTY BUREAU OF FINANCE

Ned Pattison Rensselaer County Government Center
1600 Seventh Avenue, Troy, NY 12180
Telephone (518) 270-2750 – Fax (518) 270-2617

Michael J. Slawson, Chief Fiscal Officer
Michael J. Angley, Deputy Chief Fiscal Officer

To: Town Supervisor
From: Rensselaer County Bureau of Finance
Subject: Time Warner Franchise Agreement
Date: February 6, 2013

Enclosed please find the Time Warner 2013 Utility Report on property assessed within your town. In accordance with the town's agreement with Time Warner, please refer to the enclosed report for the balance due from the town payable upon receipt of this billing.

Please make check payable to Rensselaer County Bureau of Finance and mail to:

Rensselaer County
Bureau of Finance
1600 7th Avenue
Troy, NY 12180

Please return the tax report with your payment.

MAS:das

Enc.

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TIME WARNER ENTERTAINMENT COMPANY

2013

Town	Bill #	Tax Map ID	Original Amount	Amount to be posted to roll book	Amount due to County from Town
Town of Schodack	521	514.-2412	\$ 242.59	\$ 162.14	\$ 80.45
	564	518.-3001	\$ 10.25	\$ 7.07	\$ 3.18
	5586	414.-588	\$ 4,986.63	\$ 3,622.08	\$ 1,364.55
	5567	414.-589	\$ 7,335.48	\$ 5,322.77	\$ 2,012.71
	5588	414.-590	\$ 125.53	\$ 91.42	\$ 34.11
Please forward payment upon receipt:					\$ 3,495.00

Please remit your payment to:

Rensselaer County Bureau of Finance

1600 7th Avenue

Troy, NY 12180

2/6/2013

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Municipal Tax Collector

Dear Tax Collector:

Pursuant to a franchise agreement between Time Warner Cable ("TWC") and your city, town or village (the "Agreement"), TWC pays to the city, town or village a fee for a special franchise to operate its cable television business in the public right of way. Section 626(1) of the Real Property Tax Law of the State of New York provides that the amount paid as a franchise fee (whether it is based upon a percentage of gross earnings, or is called a license fee or is some other sum paid on account of a special franchise) is to be deducted from the taxes levied on a special franchise.

Section 626(2) of the Real Property Tax Law provides that the person responsible for collecting the franchise fee shall deliver to your office a certificate showing the amount of the franchise fee paid for the year ending on the date set forth in the certificate. Upon receipt of the certificate, the law requires your office to enter a credit on the tax roll in the amount shown on the certificate.

Pursuant to Section 626, the TWC Tax Department is returning your Special Franchise tax bill and requesting that you apply the credit from franchise fees paid during 2012. Please send receipt to address shown in last paragraph.

If you have any questions about this procedure, please contact Wendy Williams at 704-731-3481 or in writing at PO Box 7467, Charlotte, NC 28241-7467.

Sincerely,

A handwritten signature in cursive script that reads 'Beth Peterson, Director of Tax'.

Beth Peterson
Director, Tax

BP:yl
Enclosures

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Real Property Tax

§ 626. Deductions allowed against taxes on special franchises. 1. When a tax levied on a special franchise is due in any assessing unit, if the special franchise owner has paid such assessing unit for its exclusive use during the past year under any agreement or statute requiring the same, a sum based upon a percentage of gross earnings or other income, a license fee or other sum of money on account of such special franchise possessed by such special franchise owner, which payment was in the nature of a tax, all amounts so paid for the exclusive use of such assessing unit, except money paid or expended for paving or repairing the pavement of a street, highway or public place, and except in a city having a population of one hundred seventy-five thousand or more according to the latest federal census, car license fees or tolls paid for the privilege of crossing a bridge owned by the city, shall be deducted from the tax based on the assessment made by the commissioner for purposes of the assessing unit, but not otherwise, and the remainder shall be the tax on such special franchise payable for such purposes.

2. The chief fiscal officer or treasurer of a city, the treasurer of a village, the supervisor of a town, or other officer to whom any sum is paid for which a special franchise owner is entitled to credit as provided in this section, shall, not less than five nor more than twenty days before a tax on a special franchise is payable, deliver to the collecting officer of such city, town or village, a certificate showing the several amounts which have been paid during the year ending on the date set forth in the certificate. Upon the receipt of such certificate, the collecting officer shall credit on the tax roll to the special franchise owner the amount stated in such certificate, on any tax levied against the special franchise of such special franchise owner for city, town or village purposes only. No credit shall be given on account of such payment or certificate in any other year, nor for a greater sum than the amount of the tax on the special franchise for city, town or village purposes for the current year.

3. Notwithstanding the foregoing provisions, all sums based upon a percentage of gross earnings or any other income, or any license fee, or any sum of money on account of a special franchise, granted to or possessed by a railroad company deductible as provided in subdivision one of this section shall be deducted from any tax based upon an assessment of the railroad real property of such railroad company, provided, however, that this subdivision shall not apply to a commuter railroad. The terms "railroad real property" and "railroad company" as used in this subdivision shall have the meanings prescribed by section four hundred eighty-nine-b of this chapter and the term "commuter railroad" shall have the meaning prescribed by section four hundred eighty-nine-bb of this chapter.

4. Notwithstanding the definition in subdivision one of section one hundred two of this chapter, all villages shall be deemed assessing units for purposes of this section.

**ADDENDUM THE ORIGINAL STOP-DWI AGREEMENT DATED
DECEMBER 10, 2012**

This ADDENDUM made this 14th day of January, 2013, by and 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, , the prior agreement is amended as follows:

- 1) The amount to be paid to the Town of Schodack is hereby amended from \$4,500 to \$11,291.
- 2) All other terms and conditions of the previous agreement, a copy of which is annexed hereto and incorporated herein by reference, shall remain in full force and effect.

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.

TOWN OF SCHODACK, NEW YORK

RENSSELAER COUNTY, NEW YORK

Hon. Dennis Dowds
Town Supervisor

Honorable Kathleen M. Jimino
County Executive