The Town of East Greenbush

225 Columbia Turnpike, Rensselaer, New York 12144

TOWN BOARD MEETING
AGENDA
Wednesday - February 13, 2013

Call to Order 7:00 PM
Pledge to the Flag
Town Board Meeting:

Members of Town Board

Present	Absent	
☐	☐	Supervisor Langley
☐	☐	Councilperson Matters
☐	☐	Councilperson O'Brien
☐	☐	Councilperson Mangold
☐	☐	Councilperson Malone

Communications / Announcements / Reports

Open Public Privilege: NOTE: Each speaker shall state name and address prior to addressing the Board and shall be granted the floor for up to five minutes. The Board thanks everyone in attendance for their understanding and also for their desire to actively participate in the decision-making process locally.

Resolutions and Proposals by Town Board Members:

25-2013 A Resolution to Approve Meeting Minutes

WHEREAS, the minutes of Town Board meetings, as provided in § 106 of Article 7 of the New York Public Officers Law, shall be approved by the Board prior to them being finalized, deemed official and disseminated to the public by the Town Clerk; and

WHEREAS, that the minutes of the regular Town Board Meeting held on January 16, 2012; and

WHEREAS, the Town Board has reviewed these minutes and any necessary corrections have been made; now, therefore, be it

RESOLVED, that the minutes of the regular Town Board Meeting held on January 16, 2012, are hereby approved as submitted.

The foregoing Resolution was duly moved by Supervisor Langley and seconded by Councilperson Matters and brought to a vote resulting as follows:

Supervisor Langley	VOTED
Councilperson Matters	VOTED
Councilperson Mangold	VOTED
Councilperson O'Brien	VOTED
Councilperson Malone	VOTED

26-2013 Authorization to renew contract with Best Luther Fire District, for the furnishing of fire protection

WHEREAS, the Town Board of the Town of East Greenbush, County of Rensselaer, State of New York, held a Public Hearing on February 13, 2013 to consider renewal of the contract with the Best-Luther Fire Department, Inc. on behalf of the Best-Luther Fire Protection District and all those present were allowed to speak; and

WHEREAS, the Town Comptroller has certified that the provisions of this resolution were planned for in the 2013 Budget and will have no adverse impacts on the Town Finances; now therefore be it

RESOLVED, that the Town Supervisor be and is hereby authorized to renew the contract for Fire Protection with the Best-Luther Fire Department, Inc. for the year 2013 in the sum not to exceed $95,620.00 to Best-Luther Fire Department, Inc.

The foregoing Resolution was duly moved by Councilperson Mangold and seconded by Councilperson O'Brien and brought to a vote resulting as follows:

Councilperson Mangold	VOTED
Councilperson O'Brien	VOTED
Supervisor Langley	VOTED
Councilperson Matters	VOTED
Councilperson Malone	VOTED

27-2013 Authorization to renew contract with Best Luther Fire District, on behalf of the Third Avenue Fire Protection District for the furnishing of fire protection

WHEREAS, the Town Board of the Town of East Greenbush, County of Rensselaer, State of New York, held a Public Hearing on February 13, 2013, to consider renewal of the contract with the Best-Luther Fire Department, Inc. on behalf of the Third Avenue Fire Protection District and all those present were allowed to speak; and

WHEREAS, the Town Comptroller has certified that the provisions of this resolution were planned for in the 2013 Budget and will have no adverse impacts on the Town Finances; now therefore be it

RESOLVED, that the Town Supervisor be and is hereby authorized to renew the contract for Fire Protection with the Best-Luther Fire Department, Inc. on behalf of the Third Avenue Fire Protection District for the year 2013 in the sum not to exceed $6,920.00 to Best-Luther Fire Department, Inc.

The foregoing Resolution was duly moved by Councilperson Matters and seconded by Councilperson O'Brien and brought to a vote resulting as follows:

Councilperson Matters	VOTED
Councilperson O'Brien	VOTED
Supervisor Langley	VOTED
Councilperson Mangold	VOTED
Councilperson Malone	VOTED

28-2013 Establishment of Summer Camp Fees for 2013

WHEREAS, The Town is required to establish rates to be charged by the Department of Community and Recreational Services; and

WHEREAS, after careful review by the Town Comptroller, the Director of Community and Recreational Services, and the Town Board a new rate has been set for Summer Camp for 2013; now therefore be it

RESOLVED, that the fee of $340 per child for a three-week session, plus an additional one-time fee of $25 for non-residents, is effective for the year 2013.

The foregoing Resolution was duly moved by Councilperson O'Brien, seconded by Supervisor Langley, and brought to a vote resulting as follows:

Councilperson O'Brien	VOTED
Supervisor Langley	VOTED
Councilperson Matters	VOTED
Councilperson Mangold	VOTED
Councilperson Malone	VOTED

29–2013 A Resolution to Adopt the Cell Phone Policy

WHEREAS, the Town Purchasing Agent has reviewed the existing policy and recommended changes and comments have been solicited form Town Officials; and

WHEREAS, the Town Comptroller asserts this resolution will have no impact on the Town's Finances; and therefore

BE IT RESOLVED, that the Town of East Greenbush does hereby adopt the attached Cell Phone Policy; and

BE IT FURTHER RESOLVED, that the Town Purchasing Agent is hereby authorized and directed to provide those Town employees with a Town cell phone a copy of the attached Cell Phone Policy; and

BE IT FURTHER RESOLVED, that the Town Purchasing Agent is hereby authorized and directed to collect employee signatures and file signed copies of the Cell Phone Policy; and

BE IT FURTHER RESOLVED, that a copy of the attached Cell Phone Policy shall be incorporated into the Town's Employee Manual; and

BE IT FURTHER RESOLVED, that this policy shall be reviewed and adopted whenever there are changes to the policy.

The foregoing Resolution was duly moved by Councilperson Mangold and seconded by Councilperson Matters and brought to a vote resulting as follows:

Councilperson Mangold	VOTED
Councilperson Matters	VOTED
Supervisor Langley	VOTED
Councilperson O'Brien	VOTED
Councilperson Malone	VOTED

30-2013 Animal Shelter Agreement between the Town of East Greenbush and Miller Animal Hospital

WHEREAS, the Town Board of the Town of East Greenbush, County of Rensselaer, State of New York, annually enters into an Agreement for the shelter of stray dogs; and

WHEREAS, the Town Comptroller has certified this contract has been planned for in the budget and will have no adverse impact on the Town Finances; and therefore

WHEREAS, the contract shall be for a term of twelve (24) months. The Town reserves the right to renew all or any part of this contract for up to two (2) twelve-month periods if agreeable by all parties and by resolution by the Town Board.

BE IT RESOLVED, that the Supervisor is authorized to execute said Agreement on behalf of the members of the Town Board. A copy of which is attached hereto and made apart thereof, and that said execution shall occur following the Town Board adoption of this resolution.

The foregoing Resolution was duly moved by Councilperson Matters and seconded by Councilperson O'Brien and brought to a vote resulting as follows:

Councilperson Matters	VOTED
Councilperson O'Brien	VOTED
Supervisor Langley	VOTED
Councilperson Mangold	VOTED
Councilperson Malone	VOTED

31-2013 Authorizing the Purchasing Agent to Solicit Bids for Bus Transportation for Youth Programs

WHEREAS, the Town of East Greenbush has identified the need to solicit bids for transportation for the youth programs.

WHEREAS, the Purchasing Agent will present the bids to the Town Board for final selection of the lowest responsible bidder; and

WHEREAS, the Town Comptroller hereby attests that none of the provisions of the foregoing resolution shall pose an adverse impact to the Town's finances; now therefore

BE IT RESOLVED, the Town Board authorizes the Purchasing Agent to solicit sealed bids for bus transportation for youth programs

The foregoing Resolution was duly moved by Councilperson O'Brien and seconded by Councilperson Mangold and brought to a vote resulting as follows:

Councilperson O'Brien	VOTED
Councilperson Mangold	VOTED
Supervisor Langley	VOTED
Councilperson Matters	VOTED
Councilperson Malone	VOTED

32-2013 Authorizing the Purchasing Agent to Solicit Bids for Ultraviolet Disinfection

WHEREAS, the Town of East Greenbush has identified the need to solicit bids for Ultraviolet Disinfections parts for the Waste Water Treatment Plant.

WHEREAS, the Purchasing Agent will present the lowest responsible bidder to the Town Board for final selection; and

WHEREAS, the Town Comptroller hereby attests that none of the provisions of the foregoing resolution shall pose an adverse impact to the Town's finances; now therefore

BE IT RESOLVED, the Town Board authorizes the Purchasing Agent to solicit sealed bids for ultraviolet disinfection parts for the WWTP.

The foregoing Resolution was duly moved by Supervisor Langley and seconded by Councilperson Matters and brought to a vote resulting as follows:

Supervisor Langley	VOTED
Councilperson Matters	VOTED
Councilperson O'Brien	VOTED
Councilperson Mangold	VOTED
Councilperson Malone	VOTED

33-2013 Approval of Corrective Action Plan for OSC Audit

WHEREAS, The Town Board is in receipt of the OSC Audit of the Town's Financial Management and Online Banking (Examination 2012M-116); and

WHEREAS, pursuant to Section 35 of the General Municipal Law, a Corrective Action Plan (CAP) should be developed addressing the recommendations of the audit; and

WHEREAS, the forgoing resolution will have no impact on the Town's Finances; now therefore

BE IT RESOLVED, The Town Board approves the attached Corrective Action Plan and The Supervisor is authorized to forward to the CAP to the Office of the State Comptroller; and be it

FURTHER RESOLVED, that the Town Board reserves the right to amend the CAP as appropriate based on additional research, findings, and advice of counsel and forward the amended CAP to OSC.

The foregoing Resolution was duly moved by Supervisor Langley and seconded by Councilperson O'Brien and brought to a vote resulting as follows:

Supervisor Langley	VOTED
Councilperson O'Brien	VOTED
Councilperson Matters	VOTED
Councilperson Mangold	VOTED
Councilperson Malone	VOTED

34-2013 Authorization for the Approval of Contract for Professional Services with Tech Valley Webs

WHEREAS, the Town Board recognizes the need to upgrade the Town Website to improve its functionality for the residents of the Town; now therefore

BE IT RESOLVED, that the professional services contract, provided by Tech Valley Webs (hereinafter, "TVW"), as an independent contractor to the Town, be, and the same hereby is, approved; and be it further

RESOLVED, that the Town Comptroller has heretofore attested that none of the provisions of the foregoing resolution shall not pose an adverse impact to the Town's finances; and be it further

RESOLVED, that the Town Supervisor is hereby authorized and directed to execute a personal-services agreement for an amount not to exceed $4,750 immediately following its approval by the Attorney for the Town.

The foregoing Resolution was duly moved by Councilperson Mangold, seconded by Councilperson O'Brien, and brought to a vote resulting as follows:

Councilperson Mangold	VOTED
Councilperson O'Brien	VOTED
Supervisor Langley	VOTED

Councilperson Matters	VOTED
Councilperson Malone	VOTED

35-2013 A Resolution authorizing the implementation, and funding in the first instance 100% of the federal-aid and State "Marchiselli" Program-aid eligible costs, of a transportation federal-aid project, and appropriating funds therefore

WHEREAS, a Project US4/ Mannix Road Intersection, P.I.N. 1757.99 (the Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80% Federal funds and 20% non-federal funds; and

WHEREAS, the Town of East Greenbush desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of Design; now therefore be it

RESOLVED, that the Town Board hereby approves the above-subject project; and it is hereby further

RESOLVED, that the Town Board hereby authorizes the Town of East Greenbush to pay in the first instance 100% of the federal and non-federal share of the cost of Design work for the Project or portions thereof; and it is further

RESOLVED, that the sum of $269,000.00 (Two Hundred Sixty Nine Thousand Dollars and no cents) has already been appropriated (Town Resolution 46-2010) and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that the additional sum of $135,013.00 (One Hundred Thirty Five Thousand Thirteen Dollars and no cents) hereby appropriated from A8020.4 and made available to cover the cost of participation in the above phase of the Project. The Town Share of $27,002.60 (Twenty Thousand Two Dollars and Sixty Cents) will be appropriated from GEIS Revenue earmarked for the project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the Town Board of the Town of East Greenbush shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the New York State Department of Transportation thereof, and it is further

RESOLVED, that the Town Supervisor of the Town of East Greenbush be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the Town of East Greenbush with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that the Town Supervisor of the Town of East Greenbush is hereby authorized to approve just compensation for the properties to be acquired by the Project as determined by the completed appraisals.

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project and it is further

RESOLVED, this Resolution shall take effect immediately

The foregoing Resolution was duly moved by Councilperson Mangold and seconded by Councilperson Matters and brought to a vote resulting as follows:

Councilperson Mangold	VOTED
Councilperson Matters	VOTED

Supervisor Langley	VOTED
Councilperson O'Brien	VOTED
Councilperson Malone	VOTED

36-2013 Authorize Additional Employees to Attend the Association of Towns Annual Meeting

WHEREAS, the Town Comptroller has certified that the provisions of this resolution were planned for in the 2013 Budget and will have no adverse impacts on the Town Finances; and now therefore be it

RESOLVED, that the following persons be authorized by the Town of East Greenbush to attend the Annual Meeting of the Association of Towns in New York City, February 17-20, 2013:

Toni Murphy and Mary Pat Donnelly

FURTHER RESOLVED, the Town will pay the lodging expense and the conference attendance expense. Attendees shall advance the cost for transportation and meals and maintain an expense report accompanied by appropriate receipts to be submitted to the Comptroller following the Meeting for reimbursement.

The foregoing amended Resolution was duly moved by Councilperson Mangold and seconded by Councilperson O'Brien and brought to a vote as follows:

Councilperson Mangold	VOTED
Councilperson O'Brien	VOTED
Supervisor Langley	VOTED
Councilperson Matters	VOTED
Councilperson Malone	VOTED

Public Comment Period: Members of the public wishing to speak shall state their name and address and will be granted the floor for up to five minutes. The Board thanks everyone in attendance for their understanding and for their desire to actively participate in the decision-making process.

Upon disposal of the resolutions: Members of the public with general comments on Town government will be recognized.

ADJOURNMENT

Motion to adjourn by Supervisor Langley seconded by Councilperson Matters and brought to a vote as follows:

Supervisor Langley	VOTED
Councilperson Matters	VOTED
Councilperson O'Brien	VOTED
Councilperson Mangold	VOTED
Councilperson Malone	VOTED

TOWN OF EAST GREENBUSH CELL PHONE POLICY

Statement of Policy

The Town of East Greenbush recognizes the value of utilizing cell phones or PDA's (personal data assistants or smartphones) to optimize the operation of departments within the Town. Cell phones shall be issued to selected employees for the purpose of effectively conducting Town business.

Employees shall make every attempt to use their Town-owned cell phones or PDA's for business purposes only. Town cell phones are not to be used by anyone other than the Town employee to whom the phone is assigned.

All telephones, PDA's and communications service is provided solely for conducting the administration of the Town of East Greenbush operations.

In addition, employees in possession of a cell phone or a PDA will return the device when leaving the employ of the Town of East Greenbush for any reason. Town cell phones and PDA's will be tracked and returned to the purchasing office upon retirement, resignation or termination.

Identification of Need

Each cell phone or PDA issued to an employee for conducting Town Business will be determined by the immediate supervisor of each department and approved by the Town Supervisor based on demonstrated need and job function.

Eligible employees are those with positions that involve on-call duties, employees who during the normal course of employment perform their duties away from their assigned workspace and employees who have a demonstrated need to be in contact with their office/Supervisors office.

IRS Requirements

The Internal Revenue Service classifies cell phones as "listed property", meaning they are susceptible to personal use, and are therefore subject to taxation as an employee benefit. In order to be in compliance with IRS laws, extended personal use of a Town cell phone is prohibited.

The contents of Town cell phones including all billing records may be released to the public under the Freedom of Information Law.

Cell Phone or PDA Use

Employees should have no expectation of privacy with calls, files, email, or internet usage. The Town of East Greenbush shall monitor all calls, files, email, and internet use without prior notice to employees.

When using a Town cell phone or PDA an employee is expected to meet professional standards of conduct. The phone will not be used for illegal, disruptive, unethical or unprofessional activities, or for any purpose that would jeopardize the legitimate business interest of the Town of East Greenbush.

Employees shall not download, view, store or forward pornographic images or any other obscene materials.

The Town of East Greenbush prohibits the use of phones, computers, email, internet access or any other electronic communication system in ways that are disruptive, offensive or harmful to others, i.e.; sexually explicit messages, cartoons, and jokes. Misuse also shall include, but is not limited to, ethnic slurs, racial comments, off-color jokes or anything that may be construed as harassment, disrespect to others or may lead to the creation of a hostile work environment.

Mobile Phone Agreement

1. The Town will supply a cell phone and pay the monthly invoice.
2. The following features will be provided:
    a) 350 minutes per month
    b) Unlimited night/weekend air minutes.
    c) Overage minutes will be evaluated with each individual. If it is determined that an overage has occurred the employee will be charged a rate of .45 per minute.
3. If an employee would like any additional equipment, covers, belt holders etc., they will be purchased by the employee, not the Town.
4. Replacement of broken phones and batteries will be paid by the Town after authorization by the Department Head and Purchasing Agent.

TOWN OF EAST GREENBUSH
225 COLUMBIA TURNPIKE
RENSSELAER, NY 12144

Agreement for services of stray dogs between Miller Animal Hospital and the Town of East Greenbush.

Policies for Stray or Abandoned dogs brought in by Animal Control Officer:

- Miller Animal Hospital will hold any stray dogs for the required period of time by law (7 days as required by NYS Dept. of Ag and Markets) or per the animal control officer's instructions.
- After the holding period is complete, the animal control officer will have to authorize euthanasia or release to the hospital for adoption.
- Any medical procedures requiring major expense will be checked with the animal control officer or Town before they are performed.
- If owners are found, they will be responsible for any charges incurred.
- All animals must have a current rabies vaccine or proof thereof before release to owner. Animal control officer must approve release to owner.
- All dogs must be licensed before being released.

Basic Pricing:

See Attached Fee Schedule

Any other medical expenses will be charged separately. The Hospital agrees to notify the Town and obtain approval prior to the administration of additional medical care.

At the request of the New York State Department of Agriculture and Markets, I write this to constitute the sheltering agreement for animals seized pursuant to Article 7 and the Agriculture and Markets Law which exists between the Town of East Greenbush and Miller Animal Hospital.

This Agreement shall become effective on February 13, 2013 and shall continue in effect until February 12, 2015 and notwithstanding the foregoing, either party shall have the right to terminate this agreement with or without cause upon thirty (30) days written notice of such termination.

_____ _____
Authorized Signature for Town of East Greenbush Date

_____ _____
Miller Animal Hospital Date

Town of East Greenbush
Fee Schedule for
Animal Shelter Services

The following fee schedule shall be included in your proposal for Animal Shelter Services.

Shelter Fees	Fee	Comments
Dog Boarding		
Day 1	$25.00 per day	
Day 2	$25.00 per day	
Day 2	$25.00 per day	
Day 4	$25.00 per day	
Day 5	$25.00 per day	
Each additional day in impoundment period of 7 or 9 days	$25.00 per day	
Each additional day by court order or town request	$25.00 per day	Until settled and animal is picked up.

Shelter Fees	Fee	Comments
Cat Boarding (5 days)	$18.00 per day	
Cat Boarding per each additional day	$18.00 per day	
Cat Cremation	$26.00	
Dog Cremation	$65.00	
Cat Euthanasia	$45.00	
Dog Euthanasia	$45.00	
Veterinary Services for Injured Cats or Dogs	Based on Need	Standard Hospital Fees
Any Other Fees-Please specify and detail	$46.00	Temperature, weight, exam, records and any minor first aid
Prep for Rabies Test - Cat	$35.00	
Prep for Rabies Test - Dog	$50.00	

Recommendation 1
The Board should implement fiscal policies to ensure that the Town's accounting records maintained by the Comptroller are complete, accurate and up-to-date.

Plan of Action
Several changes have been implemented to the Town's procedures. The Town is in the process of developing a comprehensive fiscal policy and anticipates implementation by July 2013.

Recommendation 2
The Board should develop a comprehensive plan to eliminate deficit fund balances that exist in the general and highway funds.

Plan of Action
A top priority for the Town Board is the elimination of the deficit fund balances that have accumulated. As the report mentions, there have been operating surpluses and the Town continues to make progress toward its goal of eliminating negative fund balances. The Annual Town Budget now includes provisions to pay down the interfund debt.

The Town Board is in the process of establishing a formal plan to eliminate the deficit fund balances. The plan will be finalized and approved in the July 2013 Town Board Meeting.

Recommendation 3
The Board should establish a comprehensive online banking policy that adequately addresses all online banking activities and functions including who has the ability to perform transfers and what accounts can be accessed through online banking.

Plan of Action
Improvements have already been implemented that address the concerns outlined in the audit. A formal written policy has been written and, pending review and input from the Town Finance Committee, will be adopted by the Town Board in March 2013.

Tech Valley Webs
Professional Services Agreement

Date: February 12, 2013

This Professional Services Agreement ("Agreement") is between **Tech Valley Webs**, 4 Springhurst Dr., Suite 211, East Greenbush, NY 12061 ("TVW"), and the **Town of East Greenbush**, 225 Columbia Turnpike, East Greenbush, NY 12061 ("Client").

I SERVICES

Client has engaged TVW to provide support services ("Services") related to its website design, website content, website support and email support. This service is in addition to the annual website hosting and email fee.

II FEES AND PAYMENT

2.1 Fees for Services

The fees for the Services shall be $4,750 which reflects 50 hours at $95 per hour, billed as incurred.

2.2 Payment

Fees will be invoiced at the beginning of the month following the month in which fees are incurred. Payment is due within 30 days of invoice.

III TERM AND TERMINATION

3.1 Term

This Agreement shall commence upon the Effective Date as set forth below.

3.2 Termination

Termination of this project can only be done upon agreement by both parties.

IV WARRANTY, REMEDY AND LIMITATION OF LIABILITY

4.1 Warranty

TVW warrants that the Services will be performed in a manner consistent with the skill and diligence normally practiced by businesses performing the same or similar services in the same industry.

4.2 Limitations on Warranty

Client must report any deficiencies in the Services to TVW in writing (including emails and email attachments) within ninety (90) days of completion of the Services in order to receive warranty remedies. Should any warranty-related work be required, the warranty will reset and be extended for another ninety (90) days from the completion of the last warranty service. The warranty herein is exclusive. No other warranty, express or implied, is made with respect to the Services provided under this Agreement and all implied warranties are disclaimed.

4.3 Exclusive Remedy

For any breach of the above warranty, Client's exclusive remedy, and TVW entire liability, shall be the re-performance of the Services. If TVW is unable or unwilling to re-perform the Services as warranted, Client shall be entitled to recover the fees paid to TVW for the deficient Services.

4.4 Limitation of Liability

In no event shall TVW be liable for any indirect, incidental, special, or consequential damages, or damages for loss of profits, revenue, data, or use, incurred by Client or any third party, whether in an action in contract or tort, even if Client or any other person has been advised of the possibility of such damages. In no event shall TVW's liability for damages under this Agreement or resulting from the provision of the Services exceed the amount of fees paid by Client.

V GENERAL

5.1 Obligation of Client to Provide Information

Upon request by TVW, Client shall provide TVW in a timely manner any information TVW indicates is needed to perform the Services hereunder. In providing the Services, TVW may rely upon the accuracy of information provided by Client and/or its representatives.

5.2 Governing Law

This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by the laws of the State of New York and shall be deemed to be executed in East Greenbush, NY.

5.3 Successors and Assigns
This Agreement is binding upon and will inure to the benefit of Client and TVW and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.

5.4 Severability
In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.

5.5 Entire Agreement
This Agreement constitutes the complete agreement between the parties and supersedes all previous and contemporaneous agreements, proposals, or representations, written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each party and no other act, document, usage, or custom shall be deemed to amend or modify this Agreement.

The Effective Date of this Agreement shall be February 12, 2013.

Executed by Client:	**Executed by Tech Valley Webs:**
	James C. Letzelter
Authorized Signature	Authorized Signature
	James C. Letzelter
Printed Name	Printed Name
	President
Title	Title

Sponsor: **Town of East Greenbush**
PIN: **1757.99** BIN: **n/a**
Comptroller's Contract No. **D032491**
Supplemental Agreement No.**1**
Date Prepared:**1/24/2013** By:(hlr)
Initials

Press F1 for instructions in the blank fields:

SUPPLEMENTAL AGREEMENT No. 1 to D032491 *(Comptroller's Contract No.)*

This Supplemental Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and

Town of East Greenbush (the Sponsor)
Acting by and through the **Town Supervisor**
with its office at **225 Columbia Turnpike Rensselaer, NY 12144.**

This amends the existing Agreement between the parties in the following respects only *(check applicable categories):*

☒ Amends a previously adopted Schedule A by *(check as applicable)*:

- ☐ amending a project description
- ☐ amending the contract end date
- ☒ amending the scheduled funding by:
  - ☒ adding additional funding (*check and enter the # phase(s) as applicable)*:
    - ☒ adding phase **ROW Inc** which covers eligible costs incurred on/after **6/22/2012**
    - ☒ adding phase **ROW Acq** which covers eligible costs incurred on/after __/__/____
  - ☒ increasing funding for a project phase(s)
  - ☐ adding a pin extension
  - ☐ change from Non-Marchiselli to Marchiselli
  - ☐ deleting/reducing funding for a project phase(s)
  - ☐ other (_____)

☒ Amends a previously adopted Schedule "B" (Phases, Sub-phase/Tasks, and Allocation of Responsibility)

☒ Amends a previously adopted Agreement by adding Appendix 2-S – Iran Divestment Act:

☐ Amends the text of the Agreement as follows *(insert text below)*:

SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
NYSDOT/ State-Local Agreement - Schedule A for PIN 1757.99

OSC Municipal Contract #: D032491

Contract Start Date: 5/25/2010 (mm/dd/yyyy) **Contract End Date:** 12/30/2019 (mm/dd/yyyy)
☐ *Check, if date changed from the last Schedule A*

Purpose: ☐ Original Standard Agreement ☒ Supplemental Schedule A No. 1

Agreement Type: ☒ Locally Administered Municipality/Sponsor (Contract Payee): **Town of East Greenbush**
Other Municipality/Sponsor (if applicable):

☐ State Administered *List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.*

☐ Municipality: % of Cost share
☐ Municipality: % of Cost share
☐ Municipality: % of Cost share

Authorized Project Phase(s) to which this Schedule applies: ☒ PE/Design ☒ ROW Incidentals ☒ROW Acquisition ☐ Construction/CI/CS

Work Type: HWY INTERSECTION IMP **County** (If different from Municipality): **County of Rensselaer**

Marchiselli Eligible ☐ **Yes** ☒ **No** *(Check, if changed from last Schedule A):* ☐
Project Description: US4/Mannix Road Intersection Improvements, Town of East Greenbush, Rensselaer County

Marchiselli Allocations Approved FOR All PHASES *To compute Total Costs in the last row and column, right click in each field and select "Update Field."*

Check box to indicate change from last Schedule A	State Fiscal Year(s)	Project Phase			TOTAL
		PE/Design	ROW (RI & RA)	Construction/CI/CS	
☐	Cumulative total for all prior SFYs .	$	$	$	$ 0.00
☐	Current SFY	$	$	$	$ 0.00
Authorized Allocations to Date		$ 0.00	$ 0.00	$ 0.00	$ 0.00

A. Summary of allocated MARCHISELLI Program Costs FOR ALL PHASES *For each PIN Fiscal Share below, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." To compute Total Current Costs in the last row, right click in each field and select "Update Field."*

PIN Fiscal Share	"Current" or "Old" entry indicator	Federal Funding Program	Total Costs	FEDERAL Participating Share and Percentage	STATE MARCHISELLI Match	LOCAL Matching Share	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
	Current		$	$	$	$	$
	Old		$	$	$	$	$
	Current		$	$	$	$	$
	Old		$	$	$	$	$
	Current		$	$	$	$	$
	Old		$	$	$	$	$
	Current		$	$	$	$	$
	Old		$	$	$	$	$
TOTAL CURRENT COSTS:			$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00

NYSDOT/State-Local Agreement – Schedule A

B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES *For each PIN Fiscal Share, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." To compute Total Current Costs in last row, right click in each field and select "Update Field."*

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
1757.99.121	Current	CMAQ	$305,000.00	$244,000.00	$0.00	$61,000.00
	Old	CMAQ	$269,000.00	$215,200.00	$0.00	$53,800.00
1757.99.221	Current	CMAQ	$99,013.00	$79,210.00	$0.00	$19,803.00
	Old		$	$	$	$
	Current		$	$	$	$
	Old		$	$	$	$
	Current		$	$	$	$
	Old		$	$	$	$
	Current		$	$	$	$
	Old		$	$	$	$
	Current		$	$	$	$
	Old		$	$	$	$
	Current		$	$	$	$
	Old		$	$	$	$
	Current		$	$	$	$
	Old		$	$	$	$
TOTAL CURRENT COSTS:			$404,013.00	$323,210.00	$ 0.00	$80,803.00

C. Total Local Deposit(s) Required for State Administered Projects:	$0.00

D. Total Project Costs *To compute Total Costs in the last column, right click in the field and select "Update Field."*

Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total Other STATE Cost	Total LOCAL Cost	Total Costs (all sources)
$323,210.00	$0.00	$0.00	$80,803.00	$404,013.00

E. Point of Contact for Questions Regarding this Schedule A (Must be completed)	Name: Heidi Romines Phone No: 518-457-9161

See Agreement (or Supplemental Agreement Cover) for required contract signatures.

NYSDOT/State-Local Agreement – Schedule A

Footnotes: (See LPB's website for link to sample footnotes)

- This Schedule A incorporates both the Right-of-Way Incidentals and Right-of-Way Acquisition Phases
- This Schedule A increases the cost of the Design Phase
- This Project is not eligible for Marchiselli
- The total cost for each phase within this Schedule A are capped, any additional costs for the for the Design and Right-of-Way Phases would be the responsibility of the Town of East Greenbush
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SCHEDULE B: Phases, Sub-phase/Tasks, and Allocation of Responsibility

Instructions: Identify the responsibility for each applicable Sub-phase task by entering *X* in either the *NYSDOT* column to allocate the task to State labor forces or a State Contract, or in the *Sponsor* column indicating non-State labor forces or a locally administered contract.

A1: PRELIMARY ENGINEERING (PE) PHASE

Phase/Sub-phase/Task — Responsibility:	NYSDOT	Sponsor
1. Scoping: Prepare and distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.	☐	☒
2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, Smart Growth checklist, land use and development analysis and forecasts.	☐	☒
3. Smart Growth Attestation (NYSDOT ONLY).	☐	☒
4. Preliminary Design: Prepare and distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design sub-phases or tasks and/or to secure the approval/authorization to proceed.	☐	☒
5. Review and Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.	☐	☒
6. Obtain aerial photography and photogrammetric mapping.	☐	☒
7. Perform all surveys for mapping and design.	☐	☒
8. Detailed Design: Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the Highway Design Manual, including all Highway Design, including pavement evaluations, including taking and analyzing cores; design of Pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design, and all design of highway appurtenances and systems [e.g., Signals, Intelligent Transportation System (ITS) facilities], and maintenance protection of traffic plans. Federal Railroad Administration (FRA) criteria will apply to rail work.	☐	☒
9. Perform landscape design (including erosion control).	☐	☒
10. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need of cultural resources survey.	☐	☒
11. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separate, any portions of the project which may be more appropriately progressed separately and independently.	☐	☒
12. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.	☐	☒
13. Conduct any required soils and other geological investigations.	☐	☒
14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocations plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.	☐	☒

A1: PRELIMARY ENGINEERING (PE) PHASE (continued)

Phase/Sub-phase/Task	Responsibility: NYSDOT	Sponsor
15. Determine the need and apply for any required permits, including U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.	☐	☒
16. Prepare and execute any required agreements, including: - Railroad force account - Maintenance agreements for sidewalks, lighting, signals, betterments - Betterment Agreements - Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities	☐	☒
17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYSDOT.	☐	☒
18. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).	N/A	N/A
19. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions.	N/A	N/A

A2: RIGHT-OF-WAY (ROW) INCIDENTALS

Phase/Sub-phase/Task	Responsibility: NYSDOT	Sponsor
1. Prepare ARM or other mapping, showing preliminary taking lines.	☐	☒
2. ROW mapping and any necessary ROW relocation plans.	☐	☒
3. Obtain abstracts of title and certify those having an interest in ROW to be acquired.	☐	☒
4. Secure Appraisals.	☐	☒
5. Perform Appraisal Review and establish an amount representing just compensation.	☐	☒
6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including *de minimis* determination, as may be applicable. **If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B.**	☐	☒
7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings.	☐	☒
8. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).	N/A	N/A
9. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions.	N/A	N/A

B: RIGHT-OF-WAY (ROW) ACQUISITION

Phase/Sub-phase/Task	Responsibility: NYSDOT	Sponsor
1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. **If NYSDOT is to acquire property, including property described as an uneconomic remainder, on behalf of the Municipality/Sponsor, the Municipality/Sponsor agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project.**	☐	☒
2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees.	☐	☒
3. Conduct eminent domain proceedings, court and any other legal actions required to acquire properties.	☐	☒
4. Monitor all ROW Acquisition work and activities, including review and processing of payments of property owners.	☐	☒
5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or Local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award.	☐	☒
6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project.	☐	☒
7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and Local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities.	☐	☒
8. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).	☐	N/A
9. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions.	☐	N/A

C: CONSTRUCTION, CONSTRUCTION SUPPORT (C/S) & CONSTRUCTION INPSECTION (C/I) PHASE

Phase/Sub-phase/Task	Responsibility: NYSDOT	Sponsor
1. Advertise contract lettings and distribute contract documents to prospective bidders.	☐	☐
2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).	☐	☐
3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.	☐	☐
4. Compile and submit Contract Award Documentation Package.	☐	☐
5. Review/approve any proposed subcontractors, vendors, or suppliers.	☐	☐
6. Conduct and control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records and files, including all diaries and logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies and labor for the performance of the work on the project, and insure that the proper materials, equipment, human resources, methods and procedures are used.	☐	☐
7a. For non-NHS or non-State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions.	☐	☐
7b. For NHS or State Highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of NYSDOT. The Municipality/Sponsor shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project.		☐
7c. For projects that fall under both 7a and 7b above, check boxes for each.		
8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction.	☐	☐
9. Administer construction contract, including the review and approval of all contactor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications.	☐	☐
10. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).	N/A	N/A
11. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions.	N/A	N/A
12. Review and approve all shop drawings, fabrication details, and other details of structural work.	☐	☐
13. Administer all construction contract claims, disputes or litigation.	☐	☐
14. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT.	☐	☐

APPENDIX 2-S
IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By entering into a renewal or extension of this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Contractor understands that during the term of the Contract, should NYSDOT receive information that a person is in violation of the above-referenced certification NYSDOT will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then NYSDOT shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

NYSDOT reserves the right to reject any renewal, extension or request for assignment for an entity that appears on the prohibited entities list hereafter and to pursue a responsibility review with respect to any entity that is granted a contract extension/renewal or assignment and appears on the prohibited entities list thereafter.