

**TOWN OF SAND LAKE
Town Workshop Meeting
July 31, 2024**

A Town Workshop Meeting of the Town of Sand Lake was held on July 31, 2024, at the Sand Lake Town Hall.

CALL TO ORDER: Supervisor Clemens opened the meeting at 7:00 pm

After the Pledge of Allegiance, the following answered roll call:

- PRESENT:** Supervisor Clemens
- Deputy Supervisor Nippes
- Councilman Krokos
- Councilman P. Glasser
- Councilwoman K. Mason
- Town Attorney Danaher

RECORDING SECRETARY: Barbara Hansen, Town Clerk

OTHERS PRESENT per sign in sheet: William Glasser, Brian Hunt

Supervisor Clemens made a motion to approve the minutes of June 26th 2024 Town Board Meeting and July 10th, 2024 Town Board Workshop. Seconded by Dep Supervisor Nippes, all were in favor, motion carried.

Town Clerk’s Report: Next Household Hazardous Waste Collection September 14th in Brunswick. All information and registration is on our website. Call if you need help registering. Convenience Facility is now accepting non-hazardous electronics at no extra fee. Shredding: Kiwanis is hosting a free shredding day September 21st 9-12:00 at Algonquin Middle School.

Town Wide Garage Sale: Scheduled for September 21 & 22. It’s hosted by Sand Lake Business Association and all information is on their Facebook page.

Senior Transportation: Limited rides available in our area. Please call 518-270-2734 as soon as you have an appointment date and time to try to schedule a ride.

Sand Lake Dog Park: An Ad Hoc committee has been convened and will be set up at Summerfest with raffle baskets and 50/50. Please stop by and take a chance.

Supervisor Clemens’ Report: Mural of Town Logo and address on front of Town Hall is complete. Art Letters & Numbers did a great job with the artwork and thank you to Dep Sup Nippes for coordinating with them.

Pickleball Courts at Butler Park are paved and striped. More on this from Dep Sup Nippes. West Sand Lake FD will be holding a public vote Tuesday August 20th, 6:00 – 9:00 pm for residents in that district to vote on the new fire house project. Detailed information can be found on the Town’s website and the Fire District's website.

Deputy Supervisor Nippes: DPW did a great job paving the Pickleball Courts, more landscaping to come. The Courts are ready for Summerfest. We will have a dedication Saturday, 6:00 pm.

Summerfest: Official kickoff 5:00 Friday. Wristbands for rides will be available.

Music in the Park Thursday at 6:30 and we'll have several food trucks there.

ALN did a great job on the Town Hall Mural.

Councilman Glasser's Report: VFW meeting tomorrow; Monday is the American Legion meeting, both held at the Post next to AP Post Office. VFW will be at Summerfest doing a fundraiser basket for donations to support families in need or VFW national home.

Monthly Chicken BBQ fundraiser, August 17th. Please call to order.

Councilman Krokos' Report: Overdose Awareness is August 28th; Nopiates will be at Camp Adventure September 21st for Families on the Path to Wellness.

Councilwoman Mason: SLCA: August 3rd 4:00 pm they will have their Mid-summer Madness. August 7th they're holding a community fundraising event 5:30 to 8:00 at June Farms entitled Broadway on the Farm with a list of entertainers.

Public Works Department: Commissioner Rifenburgh is out of town but submitted a report to be shared. Culvert replacements and crosswalk work has been completed on Walk Road and Prospect Avenue. They are scheduled to pave Methodist Farm Road next week. Striping and nets have been installed on Pickleball Courts, seeding will be done after Summerfest.

Complaints have been received about site distance issues in various places and they have been cutting back brush to correct this on Apple Road, AP Post Office and Glass Lake Road.

New plow trucks have finally been delivered and ready for winter plowing.

A new catch basin installed on 2nd Dyke Road and a lot of cleaning up limbs and brush from the wind damage last week. Shimming and patching of potholes is still ongoing.

Deputy Supervisor Nippes said he just received confirmation that a Blackhawk Helicopter will land at Summerfest at noon on Saturday and kids will be able to climb aboard and explore.

Public Comment: Bill Glasser thanked Highway DPW for helping remove the old and install new flagpoles in front of the Veterans Post. Also, VFW and American Legion will be at Summerfest and we will have applications for any veterans who would like to join any of our vet organizations.

RESOLUTION #2024-07-144

A RESOLUTION APPROVING AGREEMENT WITH THE TOWN OF POESTENKILL REGARDING THE 2024 SUMMER CAMP MEDICAL DIRECTOR

Moved by: Councilwoman Mason

Seconded by: Supervisor Clemens

WHEREAS, the Town Board of the Town of Sand Lake wishes to share equally with the Town of Poestenkill the \$2,800.00 cost for the 2024 Summer Camp Medical Director per the attached Agreement, and good cause appearing therefore,

NOW, THEREFORE BE IT RESOLVED, that the Town Board of the Town of Sand Lake hereby authorizes and approves the attached Agreement with the Town of Poestenkill for the sharing of the cost for the Medical Director for the 2024 summer Camp so the such Summer Camp stays in compliance with all Town, county and State requirements.

AYES 5 – NAYS 0 UNANIMOUS

RESOLUTION #2024-07-145

AUTHORIZING THE COMPLETION OF A MURAL AT SAND LAKE TOWN HALL BY ARTS LETTERS AND NUMBERS INC.

Moved by: Supervisor Clemens

Seconded by: Deputy Supervisor Nippes

WHEREAS, the Town of Sand Lake recognizes the importance of fostering community pride and enhancing the aesthetic appeal of public spaces; and

WHEREAS, Arts Letters and Numbers Inc. is a reputable organization with a proven track record of creating meaningful and impactful public art; and

WHEREAS, the installation of a mural and building numbers on the Sand Lake Town Hall will contribute to the beautification of the town and improve the visibility and identification of the town hall building; now therefore be it;

RESOLVED, that the Town Board of the Town of Sand Lake hereby authorizes The Town Supervisor to contract with Arts Letters and Numbers Inc. for the expenditure of two thousand two hundred fifty dollars (\$2,250) for the creation and installation of a mural and building numbers on the Sand Lake Town Hall, and be it further;

RESOLVED, that Deputy Supervisor Nippes is hereby designated to oversee the project to ensure it is completed in a timely manner and in accordance with the terms of the contract.

Discussion: Sup Clemens: As you know the Mural is already done as ALN was able to fit it in ahead of schedule and we were happy to get it done. Dep Sup Nippes did a great job coordinating with them and getting scaffolding up. Dep Sup Nippes thanked Ralph Hansen for help with delivering and putting it up. Also, thank you to Donald Dickinson for donating use of the scaffolding.

AYES 5 – NAYS 0 UNANIMOUS

RESOLUTION #2024-07-146

AUTHORIZING THE COMMISSIONER OF PUBLIC WORKS TO PURCHASE A 72” MOWER DECK FROM ROBERT H. FINKE & SONS INC.

Moved by: Councilman Jack Krokos

Seconded by: Supervisor Clemens

WHEREAS, the Town of Sand Lake Highway Department has identified the need for a 72" mower deck for the Bobcat Toolcat to maintain town properties efficiently; and

WHEREAS, in accordance with the town procurement policy, two estimates were secured for the purchase of the mower deck; and

WHEREAS, Robert H. Finke & Sons Inc. provided the lowest responsible estimate in the amount of five thousand nine hundred forty-three dollars and sixty cents (\$5,943.60); now therefore be it;

RESOLVED, that the Town Board of the Town of Sand Lake hereby authorizes the Commissioner of Public Works to purchase a 72" mower deck for the Bobcat Toolcat from Robert H. Finke & Sons Inc. in an amount not to exceed five thousand nine hundred forty-three dollars and sixty cents (\$5,943.60).

AYES 5 – NAYS 0 UNANIMOUS

RESOLUTION #2024-07-147

RETAINING HANNIGAN LAW FIRM PLLC AS SPECIAL COUNSEL TO THE TOWN OF SAND LAKE

Moved by: Councilman Glasser

Seconded by: Councilman Krokos

WHEREAS, The Town of Sand Lake requires Special Counsel legal services in the area of Ambulance District Formation and Legal Matters relating thereto; and

WHEREAS, the Hannigan Law Firm PLLC specializes in the area of law listed above and has worked with the Town Attorney in the past; now, therefore, be it

RESOLVED, that the Town Board retains the Hannigan Law Firm PLLC as Special Counsel to provide the services listed above pursuant to the attached Retainer Agreement.

AYES 5 – NAYS 0 UNANIMOUS

There being no other business to come before the Board Supervisor Clemens made a motion to adjourn the meeting at 7:17 pm; seconded by Deputy Supervisor Nippes. All in favor, motion carried.

**Town of Poestenkill and Town of Sand Lake Agreement for Medical Director at
Summer Camp
July 2024**

The purpose of this agreement is to define the financial responsibilities of the Town of Poestenkill and the Town of Sand Lake for the Medical Director at the Town of Poestenkill and Town of Sand Lake 2024 Summer Camp.

Pursuant to this agreement

Town of Poestenkill and Town of Sand Lake 2024 Summer Camp Medical Director

The Town of Poestenkill and the Town of Sand Lake jointly host a summer camp for five weeks beginning on July 8, 2024, and concluding on August 9, 2024.

All summer camps in New York State are required to have a Medical Director and a written medical plan approved by the Health Department.

The cost of having a Medical Director present throughout the five weeks of summer camp is \$2,800.

The Town of Poestenkill has agreed to pay the initial full cost of \$2,800 for the Medical Director with the understanding that the Town of Sand Lake will reimburse the Town of Poestenkill on or before August 23, 2024 \$1,400 for its share of the costs for providing a Medical Director.

Thomas Russell

Town of Poestenkill Supervisor

Dated:

Stephen Clemens

Town of Sand Lake Supervisor

Dated:

INVOICE

ARTS LETTERS & NUMBERS

20 Beekman Place apt PHB
New York City, NY 10022
(917) 855-1772
frida@artslettersandnumbers.com

Bill to:
Town of Sand Lake
8428 NY-66
Averill Park, NY 12018

Date	Description	Amount
July, 2024	Town Logo Mural (Frida Foberg)	\$ 1,200.00
		Total \$ 1,200.00

Invoice Date: July 29, 2024
Invoice Number: 2376

Please make check to:

Arts Letters and Numbers Inc

20 Beekman Place apt PHB
New York City, NY 10022

Thank you!!

INVOICE

From: **Michaela Dannenbrink**
2213 5th Ave
Troy NY 12180
520-442-8843
michaelajolin@gmail.com

Invoice For: **Town of Sand Lake**

Invoice ID **20**
Issue Date **7/29/2024**
Due Date

DESCRIPTION			AMOUNT
Town Logo Mural			\$1,050.00
AMOUNT DUE			\$1,050.00



Product Quotation
Quotation Number: **LR626952**
Quote Sent Date: **Jul 08, 2024**
Expiration Date: **Aug 07, 2024**

Your Bobcat Contact
Lizzie Richter
Phone:
Email: lizzie.richter@doosan.com

Your Customer Contact

Deliver to
TOWN OF SAND LAKE 292494 - SAND LAKE - NY
25 SPRINGER RD, PO BOX 273
SAND LAKE, NY, 12153

Bobcat Dealer
Kyle Finke
Robert H. Finke & Sons Inc, Selkirk, NY
1569 ROUTE 9-W
SELKIRK, NY, 12158

Bill to
TOWN OF SAND LAKE 292494 - SAND LAKE - NY
25 SPRINGER RD, PO BOX 273
SAND LAKE, NY, 12153

Item Name	Item Number	Quantity	Price Each	Total
72" Mower	7144850	1	5,707.60	5,707.60
Total for 72" Mower				5,707.60
Quote Total - USD				5,707.60
Dealer P.D.I.				50.00
Destination Charges				186.00
Quote Total - USD				5,943.60

Comment:

*Prices per the New York State Contract – PC69396

*Plus applicable taxes. IF Tax Exempt, please include Tax Exempt Certificate with the order.

*Member Number (if applicable): _____

*All orders should include 1) Accounts Payable Contact and email address, 2) W9 with correct legal entity name, and 3) Bill to Address.

*Orders may be placed with the contract holder or authorized dealer as allowed by the terms and conditions of the contract. *A Copy of all orders must be provided to Heather.Messmer@Doosan.com.

*Contact Holder Information: Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078. TID# 38-0425350.

*Payment Terms: Net 60 Days. Credit cards accepted.

*Remittance address: Clark Equipment Company d/b/a Bobcat Company, P. O. Box 74007382, Chicago, IL 60674-7382

*Questions can be submitted via email to barry.hanson@doosan.com or by phone at: 1-800-965-4232.

Customer acceptance:
Quotation Number:: **LR626952**

Purchase Order: _____

**Amendment No. 2 - Exhibit D
Price Schedule**



BOBCAT COMPANY SUGGESTED PRICE LIST - July 2023

Bobcat Company

ORDER ADDRESS:

CLARK EQUIPMENT COMPANY dba BOBCAT COMPANY
250 EAST BEATON DRIVE
PO BOX 6000
WEST FARGO, ND 58078-6000

<u>Government Sales Points of Contact:</u>	<u>Phone:</u>
Heather Messmer - Government Accounts Sales Support Mgr. heather.messmer@doosan.com	(701) 241-8719
Jesse Rheault - Government Account Manager jesse.rheault@doosan.com	(701) 241-8759
Barry Hanson - Government Account Manager barry.hanson@doosan.com	(701) 241-8793
Randy Fuss - Director, Government Accounts randy.fuss@doosan.com	(701) 241-8746

TOLL FREE #: 800-965-4232, Opt#2
FAX#: (855) 608-0681

PROMPT PAYMENT TERMS: Net 30
TIME OF DELIVERY: 60 to 90 Days ARO
COMMERCIAL CREDIT CARD: Accepted (Visa/Mastercard/American Express)

TID#: 38-0425350

REMIT TO ADDRESS:
CLARK EQUIPMENT COMPANY dba BOBCAT COMPANY
PO BOX 74007382
CHICAGO, IL 60674

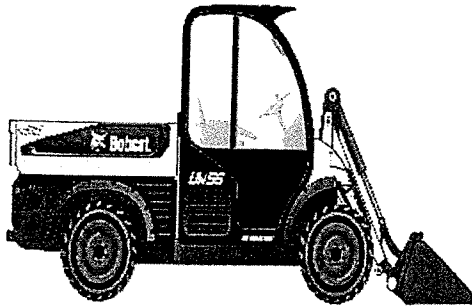
Product	Discount Percent	
	<u>Machines</u>	<u>Factory Installed Options</u>
Toolcat	15.0%	15.0%
Toolcat Attachments	15.0%	15.0%
Utility Vehicles	15.0%	15.0%

Misc:

Shop Labor Rate	\$165/hr
Delivery Charge to Customer	\$6.00/per loaded mile
Delivery Starting Point	Gwinner, ND



UW56
Utility Work Machine



Standard Equipment

Engine

- 61HP 2.4L Bobcat Engine
- Automatically Activated Glow Plugs

Drive System

- Limited Slip Transaxle
- Two-Speed Transmission
- Parking Brake, automatic
- Full-time Four-Wheel Drive
- All-Wheel Steer
- Horsepower Management
- Speed Management

Steering & Suspension

- Suspension, 4-wheel independent
- Power Steering with Tilt Steering Wheel

Operator Comfort

- Enclosed cab with HVAC
- Front Windshield Wiper
- Adjustable Driver Seat
- Seat Belts, Shoulder Harness
- Beverage Holders
- Cruise Control

Front Work Group

- Bob-Tach™ Mounting System
- Auxiliary Hydraulics: Variable Flow with dual direction detent
- Boom Float
- Lift Arm Support

Tires

- Tires: 27 x 10.5-15 (8 ply), Lug Tread

Electrical

- LED Front Work Lights
- Combo Type A and Type C USB charging port
- Dome Light
- Toolcat Interlock Control System (TICS)™
-

Instrumentation

- 5" Display with Jog Shuttle
- Following are shown in display:
Hourmeter, Speedometer, Tachometer,
Fuel Gauge, Engine Temperature Gauge,
Service and Error Codes
- Engine and Hydraulic Monitor with Shutdown

Frame & Cargo Box

- Rear Receiver Hitch
- Hydraulic Dump Box
- Cargo Box Support
- Radiator Screen
- Lower Engine Cover

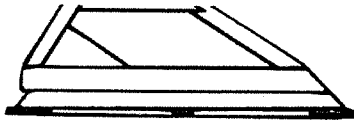
Warranty

- Machine Warranty: 12 Months, Unlimited Hours
- Bobcat Engine Warranty: Additional 12 months or total of 2000 hours after initial 12 month warranty

Roll Over Protective Structure (ROPS) – Meets Requirements of SAE-J1040 & ISO 3471

Falling Object Protective Structure (FOPS) – Meets Requirements of SAE-J1043 & ISO3449, Level I

UW56
Utility Work Machine

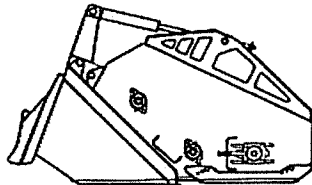


Quick Specs

	<u>72" Deluxe</u>
Operating Weight.....	680 lbs
Length.....	51.5"
Width.....	73"
Height.....	20.9"
Working Depth-Scarifier.....	3.5"
Cutting Edge.....	0.5" x 6"

Part Number	Description	Attachment	MSRP	Discount	Assembly	Discounted Price
(5600, 5610) (UW56, UW53) 6906150	72" Deluxe Landplane Leveling Attachment..... (Includes expanded metal grate, scarifier assembly, teeth and respective hardware)		\$2,942.00	15.00%	\$0.00	\$2,500.70

**Landscape Rake
Bobcat Work Machine Attachment**



Quick Specs

Operating Weight.....	1109 lbs
Working Width.....	60"
Overall Width.....	66.6"
# of Tooth Bars.....	12
# of Teeth (total).....	384
Bucket Capacity.....	12.1 cu. ft.

Part Number	Description	Attachment	MSRP	Discount	Assembly	Discounted Price
(5600, 5610) (UW56, UW53) 6709107	SB Landscape Rake..... (Not approved for A-Series or B-Series) (Approved for use with 5600 s/n A00211001 & above, 5600 s/n A00311001 & above, 5600 s/n A0W111001 & above, 5600 s/n A94Y11001 & above, 5610 A7Y711001 & above and 5610 APFB11001 & above)		\$10,756.00	15.00%	\$0.00	\$9,142.60

**Mower
Bobcat Work Machine Attachment**



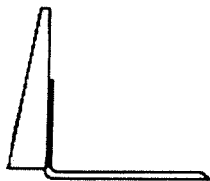
Quick Specs

Operating Weight.....	<u>72" Mower</u> 880 lbs	<u>90" Mower</u> 990 lbs
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Cutting Width.....	71.5"	89.5"
Overall Width.....	76"	94"
Overall Length.....	68"	75"
Cutting Height Range.....	2"—5.5"	2"—5.5"
Flow Range.....	15—22 gpm	15—22 gpm
Number of Blades.....	3	3
Shut-off Travel.....	8.5"	8.5"
Blade Tip Speeds.....	11,251 ft/min @ 15 GPM 15,002 ft/min @ 20 GPM 16,502 ft/min @ 22 GPM	11,026 ft/min @ 15 GPM 14,702 ft/min @ 20 GPM 16,172 ft/min @ 22 GPM

Part Number	Description	Attachment	MSRP	Discount	Assembly	Discounted Price
(5600, 5610) (UW56, UW53)						
7144850	72" Mower.....		\$7,510.00	15.00%	\$0.00	\$6,383.50
7143993	90" Mower.....		\$8,217.00	15.00%	\$0.00	\$6,984.45

**Pallet Fork, Hydraulic
Bobcat Work Machine Attachment**

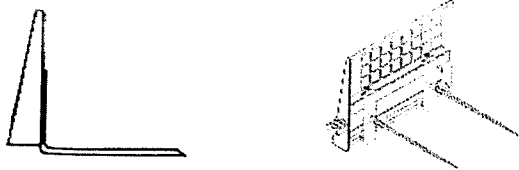


Quick Specs

Ship Weight (Frame & Forks).....	<u>48"</u>	565 lbs
Fork Width.....	4"	

Part Number	Description	Attachment	MSRP	Discount	Assembly	Discounted Price
6905425	48" Hydraulic Pallet Fork..... (Includes back frame and 2 hydraulically adjustable 48" teeth)		\$3,732.00	15.00%	\$0.00	\$3,172.20

**Pallet Fork, Standard
Bobcat Work Machine Attachment**



Standard Pallet Fork Teeth and Frame

Bale Forks and Frame

Quick Specs

<u>Frames</u>	<u>Frame Weight</u>	<u>Capacity</u>	<u>Width</u>	<u>Height</u>
MT/S70.....	#N/A	#N/A	#N/A	#N/A
Standard Duty.....	#N/A	#N/A	#N/A	#N/A
Heavy Duty.....	153 lbs	#N/A	#N/A	#N/A
Severe Duty.....	#N/A	#N/A	#N/A	#N/A

<u>Teeth</u>	<u>Weight Set 2</u>	<u>Length</u>	<u>Width</u>	<u>Height</u>
MT/S70.....	#N/A	#N/A	#N/A	#N/A
Standard Duty.....	#N/A	#N/A	#N/A	#N/A
Heavy Duty.....	#N/A	#N/A	#N/A	#N/A
Severe Duty.....	#N/A	#N/A	#N/A	#N/A
Bale Fork.....	#N/A	#N/A	#N/A	#N/A

Part Number	Description	Attachment	MSRP	Discount	Assembly	Discounted Price
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**RETAINER AGREEMENT
FOR
SPECIAL COUNSEL LEGAL SERVICES**

This Retainer Agreement for SPECIAL COUNSEL LEGAL SERVICES (“Agreement”) is made and entered into by and between the LAW OFFICES OF THE HANNIGAN LAW FIRM PLLC (“Special Counsel”), and the TOWN OF SAND LAKE (the “Town”), a municipal corporation of the State of New York.

RECITALS

- A. Special Counsel is a firm in the general practice of law with extensive Ambulance Law and other legal experience, and is fully able to carry out the duties described in this Agreement.
- B. The Town desires to contract with Special Counsel to provide contract legal services to the Town as an independent contractor and not as a Town employee.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth in this Agreement, Special Counsel and the Town agree as follows:

1. **APPOINTMENT OF CONTRACT SPECIAL COUNSEL**

- A. Special Counsel is hereby designated and appointed as Special Counsel to the Town of Sand Lake and shall serve and be compensated as provided by this Agreement. As Special Counsel to the Town of Sand Lake, Special Counsel shall provide Ambulance Law advice and direction to the Town of Sand Lake. Special Counsel shall also direct and coordinate all internal activities of his/her office so that all services provided by Special Counsel under this Agreement to the Town shall be fully competent, professional, consistent, timely, and in accordance with the standards prevalent in the industry. It is expressly understood that the experience, knowledge, capability, and reputation of Special Counsel are a substantial inducement for the Town to enter into this Agreement. Special Counsel shall be responsible during the term of this Agreement for directing all activities of his/her office on behalf of the Town and devoting such time as necessary to personally supervise such services.
- B. The term of this Agreement shall commence as of July 31st, 2024 and shall continue thereafter unless and until it is terminated or amended.

2. SCOPE OF WORK

- A. Special Counsel agrees to perform all necessary legal services as Special Counsel to the Town of Sand Lake relating to Ambulance law advice and direction to the Town of Sand Lake for compensation at the usual and customary rates of Special Counsel. All payments due and owing to Special Counsel pursuant to this Agreement shall be paid monthly based upon proper submission of monthly voucher/billing statements.

B. PROHIBITION AGAINST SUBCONTRACTING, DELEGATING OR ASSIGNMENT

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

4. CONFLICT OF INTEREST

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

5. INDEPENDENT CONTRACTOR

Special Counsel shall perform all services required under this Agreement as an independent contractor of the Town, and shall remain at all times as to the Town a wholly independent contractor of the Town. Special Counsel shall not at any time or in any manner represent that he/she or any of his/her employees or agents is/are Town employees.

6. DISPUTE RESOLUTION

If any dispute or disagreement arises between the Town and Special Counsel as to any matter relating to this Agreement, including but not limited to the scope of services, the performance of the respective responsibilities of the Town and Special Counsel and the quality of the services rendered, the Town and Special Counsel agree to confer and attempt to resolve the matter informally. If the parties cannot agree, they agree that they will refer the dispute to mediation to the fullest extent permitted by law. The parties are aware that mediation is a voluntary process and pledge to cooperate fully and fairly with the mediator in an attempt to reach a mutually satisfactory compromise of any dispute or disagreement. The mediator shall be chosen by mutual agreement of the parties, and mediation shall commence within thirty (30) days of either party's written request to the other for mediation. Any agreement reached by the mediation shall be reduced to writing, be signed by the parties, and be binding on them. This provision for mediation is an effort to protect, preserve, and respect the requisites of a productive attorney-client relationship, but shall be without prejudice to either party pursuing its other lawful remedies.

7. NONDISCRIMINATION

Special Counsel pledges that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry in the performance of services under this Agreement.

8. TERMINATION

A. Termination By Town

Special Counsel shall at all times involved herein serve under the terms of this Agreement at the pleasure of the Town of Sand Lake, and the Town of Sand Lake hereby reserves the right to terminate this Agreement at will, with or without cause, by providing written notice to Special Counsel. Upon receipt of any notice of termination, Special Counsel shall cease all services under this Agreement, except as may be specifically approved by the Town of Sand Lake. At that time, all further obligations of the Town to pay Special Counsel for services rendered under this Agreement shall thereupon cease provided, however, that the Town shall be obliged to pay for all services lawfully incurred by Special Counsel prior to the effective date of such termination, or subsequent to the date of termination at the direction of Town of Sand Lake.

B. Termination by Special Counsel

Special Counsel reserves the right to terminate this Agreement by giving thirty (30) days advance written notice to Town of Sand Lake.

9. NOTICES

Notices regarding this Agreement shall be given in writing to the parties at the following addresses:

TOWN: TOWN OF SAND LAKE
Attention: Town of Sand Lake Supervisor
P.O. Box 273
Averill Park, New York 12018

SPECIAL COUNSEL: HANNIGAN LAW FIRM PLLC
388 Kenwood Avenue,
Delmar, New York, 12054
Tel: 518-869-9911
Fax: 518-869-9915

10. AMENDMENT OF AGREEMENT

This Agreement contains all of the agreements of Special Counsel and the Town. This Agreement may be amended at any time by mutual consent of the parties by an instrument in writing.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement in duplicate the ____ day of _____, 2024.

TOWN OF SAND LAKE
A Municipal Corporation of the
State of New York

By: _____
Supervisor
Town of Sand Lake

HANNIGAN LAW FIRM PLLC

By: _____
Terence S. Hannigan, Esq.