

**TOWN OF NEW SCOTLAND  
TOWN BOARD MEETING  
July 11, 2018 - 7:00 PM  
AGENDA**

1. **Call to Order** *Mr. LaGrange*
  
2. **Pledge of Allegiance**
  
3. **Invitation to the General Public to Comment on Agenda Items: Please use the microphone available and state your name for the record** *Mr. LaGrange*
  
4. **Approval of the Minutes of the Following:** *Ms. Deschenes*
  - **June 13, 2018 Public Hearing Cold War Veteran Exemption**
  - **June 13, 2018 Regular Town Board Meeting****Announcements:**
  - **Clarksville Heritage Days 8/4/2018 9:00am – 3:00 pm** *Attachment A*
  
5. **Discussion/Action re: Service Agreement with TTech to provide electronic check processing of online tax payments** *Ms. Deschenes  
Attachment B*
  
6. **Discussion/Action re: Proposed Comprehensive Plan Update** *Mr. LaGrange*
  
7. **Authorize Supervisor to execute \$1,350 agreement with Bauer Appraisal Group for appraisal of 9.1 acre Town owned parcel at Miller Rd. and Route 308** *Mr. LaGrange  
Attachment #1*
  
8. **Authorization for Clarksville Historical Society to use one Senior Outreach bus to shuttle attendees on August 4<sup>th</sup> during Clarksville Days** *Mr. LaGrange*
  
9. **Resolution re: Creekside Dedication of Water Line Infrastructure on Westover Rd. in the Heldervale Water District** *Mr. LaGrange  
Attachment #2*
  
10. **Discussion/Action re: promotion of Ryan Green to step 2 of the pay grade schedule for Equipment Operator 1–Water Sewer Maintenance at \$21.85 per hour effective July 2, 2018** *Mr. LaGrange*
  
11. **Discussion/Action re: vacancy on Zoning Board of Appeals** *Mr. LaGrange*
  
12. **Update re: Climate Smart Communities grant application** *Mr. Leinung*

13. **Liaison Reports** *Various Board Members*
14. **Departmental Monthly Reports:**  
• **Town Clerk, June 2018** *Attachment #3*  
• **Registrar, June 2018** *Attachment #3a*  
• **Justice Wukitsch, 2018** *Attachment #3b*  
• **Justice Johnson, June 2018** *Attachment #3c*
15. **Pay the Bills** *Mr. LaGrange Attachment #4*
16. **Approve any Budget Modifications** *Mr. LaGrange Attachment #5*
17. **Invitation to the Public to Discuss Non-Agenda Items** *Mr. LaGrange*
18. **Adjourn** *Mr. LaGrange*

# Clarksville Heritage Day

**August 4, 2018**

**9:00 am - 3:00 pm**

Clarksville Community Church

Rte. 443 Clarksville, NY

• **Garage Sales - call Joan Plunkett 518-768-2282**

• **Clarksville Community Church Food 9:00 - 3:00**

• **Artisans and Vendors**

• **13th Annual Raffle**

• **Reptile Adventure**

• **All Day Bake Sale**

• **Demonstrations**

• **Baking Contest**

• **Silent Auction**

• **50/50 Raffle**

**Volunteers Needed call 518-768-2940**

Sponsored by the **Clarksville Historical Society** and  
the **Clarksville Community Church**

*Car Show will be held separately at a later date*



# Service Agreement

ATTACHMENT B

This agreement is entered into between T TECH, LLC. (Hereinafter called T TECH) and \_\_\_\_\_ (hereinafter called Merchant). Merchant acknowledges that it has read and understands the Terms and Conditions of this agreement, including the provisions contained on the back page hereof, and the information completed below is accurate.

Merchant's Legal Name:	Date:
Merchant's "Doing Business As" Name:	Fed Tax ID # or SSN:
Store Number (if any)	Type of Business      SIC Code: Government
Street Address:	Phone Number:
City, State, Zip:	
Contact Name:	E-Mail Address:
Contact Title:	

<b>Automated Clearing House (ACH)</b>	
<b>ACH Service Type:</b> ARC: WEB: TEL: POP: BOC: PPD: CCD:	
MID: Note - Additional MID's required for multiple service type's	
<b>Administrative Set-Up Fee</b> PASS THROUGH	VPS
<b>Monthly Minimum Fee</b>	VPS
<b>ACH Transaction Fee</b>	VPS
<b>ACH Discount Rate</b>	
<b>ACH Chargeback Fee</b>	VPS
<b>ACH Representments</b> – Returns due to insufficient funds are re-deposited twice	Yes / <b>No</b>
<b>ACH Representments Fee</b>	

**AUTHORIZATION FOR PRE-ARRANGED PAYMENT (ACH): Please attach "voided check" or deposit ticket**

Merchant hereby authorizes T TECH, LLC. or its designated agent to initiate ACH debit and / or deposit entries for the one-time, monthly, per transaction, chargeback and adjustment entries, and percentage fees described above, as well as applicable tax, to be automatically deducted from the Merchant's GL account indicated below at the depository named below (hereinafter called DEPOSITORY)

Depository Bank \_\_\_\_\_  
 Transit / ABA Number \_\_\_\_\_  
 Account # \_\_\_\_\_

This authority is to remain in full force and effect until T TECH and DEPOSITORY have received written notification from merchant of its termination in such time and in such manner as to afford T TECH and DEPOSITORY an opportunity to act on it. If Merchant refuses or fails to honor a valid ACH transaction initiated by T TECH, T TECH shall have the right to charge Merchant with T TECH's usual administrative fee and Merchant agrees to pay such fee upon demand by T TECH. Merchant has the right to stop payment of a debit entry and to have an erroneous debit credited to its account in accordance with the NACHA Rules.

By authorizing this agreement you acknowledge you accept the Terms and Conditions of Service:

T Tech LLC (Merchant) \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_

Print: Scott Haskins Print: \_\_\_\_\_

Title: President Title: \_\_\_\_\_



## Terms and Conditions

**SERVICES:** T TECH agrees to provide the services selected by Merchant on the front side hereof. All such services shall be provided by T TECH in accordance with laws applicable to the services and subject to the terms and conditions of this Agreement.

**AUTHORIZATION REQUIREMENTS FOR ACH ITEMS:** Merchants originating entries being submitted into the ACH Network for electronic settlement, must follow and adhere to the terms and conditions of this Agreement. Merchant agrees to comply with all NACHA Operating Rules (the "Rules"). Merchant shall strictly comply with all guidelines and rules established by T TECH regarding the quality of data submitted to T TECH, input schedules and deadlines and all other matters pertinent to the processing and delivery of ACH entry data.

Checks that may not be converted into ACH entries:

- Corporate or Business checks (except for WEB)
- Third-party checks,
- Credit card checks (equity line / line of credit checks),
- Obligations of a financial institution (e.g. cashier's checks, money orders, etc),
- Checks drawn on the Treasury of the United States, A Federal Reserve Bank, or a Federal Home Loan Bank,
- Checks drawn on a state or local government, or
- Checks payable in a medium other than United States currency.

### WEB SALES PROCEDURES:

**WEB ENTRY:** A WEB entry is defined as an ACH debit entry to a Consumer Account (personal DDA number) initiated by the consumer to a Merchant-Business, via the Internet, for goods or services provided by said merchant.

**AUTHORIZATION REQUIREMENTS FOR ACH ITEMS:** Merchants originating WEB entries being submitted into the ACH Network for electronic settlement, must obtain the consumer's authorization prior to initiating a debit entry under this application. Although the NACHA Operating Rules do not prescribe specific authorization language for the WEB application, the authorization must conform to the requirements of the NACHA Operating Rules, which require that the authorization (1) be in a writing that is signed or similarly authenticated by the Consumer, (2) be readily identifiable as an ACH debit authorization, (3) clearly and conspicuously state its terms, and (4) must (for recurring payments only) provide the Consumer with a method to revoke their authorization by notifying the Merchant in the manner prescribed. The Merchant should prompt the consumer to print the authorization and retain a copy. The Merchant must be able to provide the consumer with a hard copy of the authorization if requested to do so. Only the consumer may authorize the WEB transaction, and not a Third-Party Service Provider on behalf of the consumer. The NACHA Operating Rules include the use of a digital signature or code to similarly authenticate a written authorization. This does not exclude other methods of similarly authenticating an authorization, such as passwords, biometrics, etc.

**"WEB" CHECK CONVERSION OBLIGATIONS:** Merchant agrees to comply with all NACHA Operating Rules (the "Rules"). The Rules are incorporated herein by reference. Merchant agrees to retain, or have retained on their behalf by an outside vendor, a written authorization from each customer prior to transmitting a WEB based ACH entry to the customer's account. The authorization shall conform to the requirements of the Rules for WEB based transactions as stated above. Merchant shall retain a copy of such authorization for a period of two (2) years following the date the authorization is initiated. Merchant agrees and acknowledges that it will assist in resolving all consumer disputes in a timely manner, and will allow T Tech to refer inquiring Financial Institutions directly to Merchant, or to Merchant's supporting vendors, for information regarding the nature and conditions of each transaction initiated to the customer's account.

### TEL SALES PROCEDURES:

**TEL ENTRY:** A TEL entry is defined as a Single-Entry ACH debit entry to a Consumer Account (personal DDA number) initiated in response to a consumer's oral authorization to a Merchant-Business, captured via the telephone, for goods or services provided by said merchant.

**AUTHORIZATION REQUIREMENTS FOR ACH ITEMS:** Merchants originating TEL entries being submitted into the ACH Network for electronic settlement, must adhere to the following requirement. A TEL entry may be transmitted only in circumstances in which (1) there is an existing relationship between the Merchant and the consumer, or (2) there is not an existing relationship between the Merchant and the consumer, but the consumer has initiated the telephone call to the Merchant. **A TEL entry may not be used when the Merchant has initiated the telephone call.** The Merchant and the consumer are considered to have an existing relationship when either (1) there is a written agreement in place between the Merchant and the consumer for the provision of goods or services, or (2) the consumer has purchased goods or services from the Merchant within the past two years. For purposes of these "Rules", an affiliate of a Merchant that has an existing relationship is not deemed to have an existing relationship with respect to TEL items.

**TEL TRANSACTION OBLIGATIONS:** Merchant agrees to comply with all NACHA Operating Rules (the "Rules"). The Rules are incorporated herein by reference. Merchant agrees to obtain the consumer's explicit authorization prior to initiating a debit entry to a consumer's account. Merchant need not provide the consumer with a written authorization for the consumer to sign or similarly authenticate. Instead, the Merchant may obtain the consumer's authorization for a TEL entry orally via the telephone. Merchant is obligated either to tape record the consumer's oral authorization or to provide, in advance of the Settlement Date of the entry, written notice to the consumer that confirms the oral authorization. The consumer must be provided, and must acknowledge, the following terms of the transaction:

- The date on or after which the consumer's account will be debited;
- The amount of the debit entry to the consumer's account;
- The consumer's name;
- A telephone number that is available to the consumer and answered during normal business hours for customer inquiries;
- The date of the consumer's oral authorization; and
- A statement by the consumer that the authorization obtained from the consumer will be used to originate an ACH debit entry to the consumer's account.

For an oral authorization obtained over the telephone to be in accordance with the requirements of the NACHA Rules, (1) the Merchant must state clearly during the telephone conversation that the consumer is authorizing an ACH debit entry to his account, (2) the Merchant must express the terms of the authorization in a clear manner, and (3) the consumer must unambiguously express consent. Silence is not express consent. The Merchant must retain either the original or a duplicate tape recording of the consumer's oral authorization OR a copy of the written notice confirming the consumer's oral authorization for two (2) years from the date of the authorization. Merchant must provide a copy of the consumer's authorization when requested. Such request could be by the Merchant's bank, T TECH, NACHA, the consumer's bank, or any proper Government Agency. A Merchant using a voice response unit (VRU) to capture a consumer's authorization for a TEL entry must understand that key-entry



responses by the consumer to input data and to respond to questions does not qualify as an oral authorization. A VRU may be used by the consumer to key enter data and to respond to questions, provided that the actual authorization by the consumer is provided orally. A Merchant that chooses the option to provide the consumer with written notice confirming the consumer's oral authorization must disclose to the consumer during the telephone call the method by which such notice will be provided. The written notice must include, at a minimum, the six pieces of information required to be disclosed during the telephone call, as described above. Merchant understands that the term 'provide' is intended to mean that the merchant has utilized a medium such as US mail, fax, or other mail delivery, to send the written notice to the consumer. Disclosure in electronic form, including e-mail, can be used however; state and or federal laws may require consumer consent before using electronic notices/disclosures. The term "provide" does not imply receipt of such notice by the consumer. Merchant also understands that when written notice is used to confirm the authorization, the consumer must be afforded the right to contact the Merchant, using the telephone number provide, to correct any erroneous information contained within the notice. In order to minimize the risk of entry errors, Merchant agrees to use a commercially reasonable system, technology, practice, or procedure to verify, (A) that the routing numbers are valid, and (B) the identity of the consumer. Merchant agrees and acknowledges that it will assist in resolving all consumer disputes in a timely manner, and will allow T TECH to refer inquiring Financial Institutions directly to Merchant, or to Merchant's supporting vendors, for information regarding the nature and conditions of each transaction initiated to the customer's account.

#### **POP SALES PROCEDURES**

**CHECK VERIFICATION:** Each check tendered at the point of sale will be processed through T TECH's national positive and negative database to help Merchant decide whether to accept or decline the customer's check. Merchant agrees to use the check verification service solely for legitimate Merchant business purposes at Merchant's business location(s) in connection with the presentment of customers' checks for the purchase of goods or services from Merchant. Merchant shall not permit the check verification service to be used for any other purpose or by any person or entity other than Merchant, and Merchant agrees to instruct its employees accordingly.

**POINT OF SALES PROCEDURES:** Merchant agrees that in order for check data provided at the point of sale to be accurately compared with the T TECH database, Merchant must use a properly programmed and functioning check reader. As a result of information obtained through T TECH, Merchant shall immediately advise the customer whose check was declined, via a T TECH referral card and/or copy of the printed receipt. Customer inquiries concerning the reasons for decline and requests for assistance to correct the problem shall be directed to the reporting agency that communicated the fact that the customer's check should be declined (i.e., not T TECH). This agency name and phone number will be provided on the receipt and/or terminal display screen.

**NO LIABILITY FOR LOSSES:** Merchant agrees and understands that T TECH is not guaranteeing or insuring any consumer transactions. T TECH has no liability for any losses the Merchant may incur as the result of a consumer transaction that has been authorized by the Merchant using T TECH. T TECH will not be liable to Merchant, customers or any third party for any failure, error or delay in performance. In no event will T TECH be liable for incidental, special or consequential damages incurred by Merchant or any other person or entity.

**CHECK CONVERSION OBLIGATIONS:** Merchant agrees to comply with all NACHA Operating Rules (the "Rules"). The Rules are incorporated herein by reference. Merchant agrees to obtain a written authorization from each customer prior to transmitting a point-of-purchase entry to the customer's account. The authorization shall conform to the requirements of the Rules which require that the authorization (1) be in writing and signed or similarly authenticated by the customer using a digital signature or other code, (2) be readily identifiable as an EFT debit authorization, and (3) clearly and conspicuously state its terms. Merchant shall provide the customer with a copy of the authorization at the time the authorization is obtained and shall retain a copy of such authorization for a period of two (2) years following the date the authorization is signed. Merchant shall provide to the customer a copy of his authorization, along with a receipt containing specific information relating to the transaction. Merchant shall provide each customer with a transaction receipt at the time and place of purchase. The receipt shall contain, at a minimum, the following information regarding each debit entry to be initiated to the customer's account: (a) Merchant's name; (b) Merchant's telephone number; (c) the date of the transaction; (d) the amount of the transaction; (e) the check serial number captured from the source document; and (f) the Merchant number or other unique number that identifies the location of the transaction. If required by T TECH, Merchant agrees to also include the following additional information on the receipt provided to the customer: (a) Merchant's address; (b) Merchant's identification number; (c) the customer's financial institution routing number; (d) the account number of the customer; (e) the identification number of the customer; and (f) a transaction reference number. Merchant understands and agrees that the Rules prohibit the placement of a customer's complete account number and identification number on the receipt. Merchant shall void the check presented to Merchant by the customer in connection with each point-of-purchase transaction (i.e., the check that has been used as the source document for information relating to the transaction), and return it to the customer.

#### **ADDITIONAL ITEMS**

**NO LIABILITY FOR LOSSES:** Merchant enrolled in T TECH's Program, as indicated on the front section of this form, agrees and understands that T TECH is not guaranteeing or insuring any consumer transactions. T TECH has no liability for any losses the Merchant may incur as the result of a consumer transaction that has been authorized by the Merchant using T TECH's service. T TECH is not guaranteeing or insuring against bad-check losses. T TECH will not be liable to Merchant, customers or any third party for any failure, error or delay in performance. In no event will T TECH be liable for incidental, special or consequential damages incurred by Merchant or any other person or entity.

**CONSUMER INQUIRY ASSISTANCE:** Merchant agrees to provide to T TECH, or other requesting Financial Institutions or Government Agencies, all supporting documents or materials (as required by merchant to keep as prior reference within this Agreement) being held in connection to consumer transactions generated under the terms of this agreement. Merchant further agrees to provide said records within 5 days of being notified by T TECH or other Institution. Merchant will supply records in the manner that will provide the fastest and clearest copy.

**TERMINATION:** Either party reserves the right to terminate this agreement with 60 days written notice to the other party. Additionally, T TECH may immediately discontinue providing check processing to Merchant in the event Merchant fails to comply with or otherwise breaches the terms of this Agreement. In the event Merchant has transaction returns that exceed 8% of their monthly volume, T TECH may, at its option, terminate this Agreement. In the event Merchant stops conducting business in the normal course, becomes insolvent, or becomes subject to proceedings under the Federal Bankruptcy Act. T TECH may, at its option, immediately terminate this Agreement. In the event Merchant provides written notice to cancel, or verbal notice to cancel T TECH services and Merchant continues to utilize T TECH services, Merchant will continue to be charged for transaction activity.

**INDEMNIFICATION:** Merchant shall indemnify and hold harmless T TECH, their agents and employees against and from all actions, suits, losses, liabilities, damages, costs, and expenses, including court costs and attorneys' fees, relating to or arising from any and all claims asserted against T TECH due to negligence or misuse by Merchant in its use of T TECH services.

**PRICING:** Merchant agrees to pay T TECH, according to the "Fee Schedule" set forth on the front side hereof and pursuant to T TECH's usual fee schedule for any other services, T TECH's fees for services performed under this Agreement. T TECH reserves the right to change the service or the service fees with 30 days written notice to



Merchant. Further, merchant agrees to pay T TECH for any fees, fines, or penalties that result, or could result, from violations or sanctions assessed or levied by the NACHA Organization due to merchant not following these stated rules or from any improper compliance of these rules by merchant.

**REPRESENTED ITEMS:** Client represents and warrants with respect to all entries we process for you that: (a) EACH Customer has authorized the debiting and/or crediting of his, her, or its account and also for the collection of any returned check or transaction check fees, (b) EACH entry is for an amount agreed to by the Customer, (c) EACH entry is in accordance with the rules and properly authorized in all other respects. Client agrees to defend, indemnify, and hold Processor and all its agents harmless for any losses, liabilities, legal action costs or expenses we incur as a result of any breach of these representations and warranties either intentionally or unintentionally by Client. Client shall cease initiating Entries immediately upon receiving actual or constructive notice of the termination or revocation by the Receiver of authority.

**ENTIRE AGREEMENT:** This Agreement makes up the entire agreement between the parties concerning Processors ACH services. If any provision of this Agreement is deemed unenforceable, the remaining provisions shall remain enforceable. There are no third party beneficiaries of this Agreement. Client means each Client named on the T Tech, LLC. Processing Agreement and any and all other parties as the contract requires. If there is more than one Client named on the Processing Agreement each and every so named Client is bound by the signing thereof.

**Expected Monthly Activity (Transactions and Amounts)**

<b>ACH</b>	<b>Remote Deposit Capture</b>
Items: _____	Items: _____
Returns: _____	Returns: _____
Unauthorized Returns: _____	

**Please provide copies of the following documents:**

- \_\_\_ Most recent FYE and interim financial statements (income statement, balance sheet, etc.)
- \_\_\_ Government-issued identification of beneficial owners, officers, principals, attorneys-in-fact, or other authorized signers
- \_\_\_ Documents verifying the existence of the entity (e.g., Articles of Incorporation, Partnership Agreement, Articles of Organization (Limited Liability Companies), Fictitious Business Name Statement (Sole Proprietorships)
- \_\_\_ Copy of Statement of previous ACH provider