TOWN OF NEW SCOTLAND
TOWN BOARD MEETING
January 9, 2019 - 7:00 PM
AGENDA

1. Call to Order

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

4. Approval of the Minutes of the Following:
   • December 12, 2018    Regular Town Board Meeting

5. Discussion/Action re: Proposed Local Law B of 2018 - authorizing the Planning and Zoning Boards, and certain Town Officials and Departments to retain consultants and experts.


6.-A Discussion/Action re: Resolution Designating Swift Rd. Park as Park Permitting Dogs to be Walked Off-Leash During Certain Days/Times

7. Discussion/Action re: Resolution Establishing a New Date for the First Meeting (Grievance Day) of the Board of Assessment Review

8. Discussion/Action re: Intermunicipal Agreement providing a referral mechanism when a member of respective Board of Assessment Review has a direct or indirect interest in a subject property

9. Request from Frank DeSorbo to purchase Town owned parcel 73.-4-75 consisting of approximately 24,312 Sq.Ft. running from Rt 85A to Albany County Rail Trail

10. Highway/Parks:
    • Capital Region Solid Waste Management Partnership Planning Unit Recycling Coordinator Intermunicipal Agreement 1/1/19 to 12/31/2021
    • Request to hire David Martin as part-time laborer/attendant at the Transfer Station at an hourly wage of $16.52

Mr. LaGrange

Ms. Deschenes

Mr. LaGrange

Mr. LaGrange
Attachment #1

Mr. LaGrange
Attachment #2

Mr. LaGrange
Attachment #2a

Mr. LaGrange
Attachment #3

Mr. LaGrange
Attachment #3a

Mr. LaGrange
Attachment #4

Mr. Guyer
Attachment #5
11. Engineering:
   - Authorize Supervisor to execute Town Designated Engineer 2019 Master Service Agreement with Stantec Engineering
   - Stantec Engineering Task Order Requests
     - General Town Engineering Services
     - Zoning Board Consulting
     - Planning Board Consulting
     - Highway Dept. Consulting, Administrative & Capital Outlay
     - Clarksville, Feura Bush, Swift Road, Heldervale Waters, Heldervale Sewer
     - Storm Sewers

12. Liaison Reports:

13. Departmental Monthly Reports:
   - Town Clerk, Dec 2018
   - Town Clerk 2018 Annual
   - Registrar, Dec 2018
   - Justice Johnson, Nov & Dec 2018
   - Justice Wukitsch, Oct & Nov 2018
   - Building Dept.
   - Code Enforcement

14. Pay the Bills

15. Approve any Budget Modifications

16. Invitation to the Public to Discuss Non-Agenda Items

17. Adjourn
Proposed
Local Law B of the Year 2018

A local law authorizing the Planning Board, Zoning Board of Appeals, and Town Officials and Departments with approval authority to retain consultants and experts.

Be it enacted by the Town Board of the Town of New Scotland as follows:

Section I. Purpose and Findings

On occasion, the Planning Board and Zoning Board of Appeals need the assistance of consultants and planning professionals with technical expertise to evaluate zoning issues, and the impacts of development proposals. There is no express authority in the Town Code or Zoning Law authorizing boards to hire such consultants, and there is no express authority to charge applicants for the cost of independent reviews by consultants retained by a board. The common law of the State, however, allows municipalities to charge applicants for the reasonable cost of such services. Without independent consultants, the planning and zoning boards are forced to rely on the opinions expressed, and evaluations prepared, by consultants retained by an applicant. Independent analysis by qualified consultants is sometimes necessary: (1) to ensure the reliability of reports prepared by an applicant’s consultant; and (2) to develop alternative approaches and solutions to planning and zoning proposals. The proposed law will authorize boards and town officials with decision making and permitting authority to retain independent consultants and charge the cost of such professional services to the applicant when the circumstances require independent consultants.

In addition, the Town currently lacks a full-time planner. The proposed law expressly authorizes the Town Board to establish a schedule of fees associated with the services of the Town’s designated professional planner, which shall be charged to applicants seeking permits and approvals. The fees shall be based on the estimated, reasonable cost of processing the application. The proposed law also authorizes town boards and officials to use the Town’s designated professional planner with respect to services rendered in connection with applications to such boards and officials and to charge the applicant for such services.

The Town finds that retention of independent, qualified professionals is essential to guide the zoning and planning boards, and make sound zoning and planning decisions to protect the health and welfare of the Town and its residents, and to fulfill the Town’s obligations to comply with state and federal laws, including the State Environmental Quality Review Act.
Section II. Title

This Local Law shall be known and cited as “A Local Law of the Town of New Scotland, authorizing the Planning Board, Zoning Board of Appeals, and Town Officials and Departments with approval authority to retain consultants and experts.”

Section III. Authority

This law is enacted by the Town Board of the Town of New Scotland pursuant to its authority to adopt Local Laws under Article IX of the New York State Constitution, Article 18 of the General Municipal Law, and the Municipal Home Rule Law.

Section IV. Amendments

A. Article XIV of Chapter 190 of the Town Code of the Town of New Scotland is hereby amended by adding the following:

§ 190-100.1. Professional Assistance/Retention of Experts/Authority to Engage Consultants.

A. Any board or department of the Town (including the Planning Board, Zoning Board of Appeals, and Town Board) charged with making determinations on applications, appeals and other matters within their powers and duties may employ the services of professional consultants. The applicant shall be required to bear the reasonable expense of such services. Prior to engaging a consultant, the board or department shall request that the consultant provide an estimate of the cost of the services to be provided which shall be provided to the applicant. The board shall review the estimate to determine whether the proposal/estimate is reasonable in light of: (i) the services to be provided; (ii) the scale of the development proposal; and (iii) the complexity of the relevant issues. The cost charged to the applicant for consultant’s services shall not exceed the actual cost incurred by the Town. In addition, if deemed necessary by the reviewing department or board, the applicant shall be required to bear the cost of on-site inspection by any consultants engaged by a department or board.

B. From time to time, the Town Board shall adopt, by Resolution, a schedule of fixed fees to be charged to applicants for initial application review by the Town Designated Planning Professional (“TDPP”) under a Master Services Agreement (“MSA”). These fees shall be based on the estimated, reasonable cost of the TDPP’s initial review of certain categories or types of applications. If additional services are needed from the TDPP, the board or department reviewing the application can request an estimate from the TDPP of the scope of additional services needed and the estimated fees and costs associated with TDPP review. The board shall
review the estimate to determine whether the estimate is reasonable. If so, the estimate shall be provided to the applicant, and the applicant shall then deposit funds in escrow with the Town to cover the cost of such review. All reasonable fees incurred by the Town, or any department or board, for review of an application, appeal or other matter within the scope of their powers and duties shall be paid for by the applicant according to the rates charged by the TDPP in the MSA.

C. Payment for the services of any consultant, the TDPP, and/or any engineer retained by the board or department is to be made from funds deposited by the applicant with the Town in an escrow account(s) for such purpose.

D. Prior to the commencement of any work associated with an application, appeal or other matter, or at such other time as directed by the Town, it shall be the responsibility of the applicant to submit to the Town check(s) in amounts equal to the reasonable estimate of the consultant or TDPP for the cost of services to be rendered. This sum shall be released by the Town to said consultant or engineer in payment for the services rendered to it upon acceptance by the Town of said services, and approval of the consultant’s voucher.

E. In the event that an application, appeal or other matter requires Town Board action for review or implementation, including consideration of zoning issues, variances, contracts, bonding, financing or other associated actions required by virtue of an application under local zoning law, the consultants retained by the Planning Board and/or the Zoning Board of Appeals on behalf of the Town as outlined in Subsections A through C above shall provide to the Town Board such services as may be required by it in connection with Town Board review of the application and associated actions. The cost of the consultant’s services provided under this section shall not exceed the reasonable cost of such services and the estimate(s) provided by the consultant in advance of providing such services. The purpose of this provision is to avoid duplication of services and provide for coordinated review of the entire application for approvals and permits.

Section IV. Severability

If any word, phrase or part of this law shall be declared invalid or unconstitutional, the same shall be severed and separate from the remainder of the law, and said remainder shall continue in full force and effect.

Section V. Effective Date

This local law shall be effective upon filing with the Secretary of State.
A Local Law amending the Dog Control Law of the Town of New Scotland relating to the control, confining and leashing of dogs.

Be it enacted by the Town Board of the Town of New Scotland as follows:

SECTION I. PURPOSE

The Town Board of the Town of New Scotland finds that the running at large and other uncontrolled behavior of dogs have caused residents to be concerned regarding physical harm to persons and/or their pets. The Board finds that dogs running at large also has resulted in complaints regarding dog owners who have not picked up after their dogs on neighbor’s property and at Town parks. The purpose of this local law is to protect the health, safety and well-being of persons, their pets, and property by imposing restrictions on the keeping and running at large of dogs within the town.

SECTION II. TITLE

The title of this law shall be “Dog Control Law of the Town of New Scotland.”

SECTION III. DEFINITION OF TERMS

As used in this local law, the following words shall have the following respective meanings:

(a) “Agriculture and Markets Law” means the Agriculture and Markets Law of the State of New York;

(b) “Dog” means members of the species canis familiaris;

(c) “Owner” means a person entitled to claim lawful custody and possession of a dog. The owner is the person responsible for purchasing a license for such dog unless the dog is or has been lost, and such loss was promptly reported to the dog warden and a reasonable search has been made. If a dog is not licensed, the term owner shall designate and cover any person or persons who owns or has custody or control of, harbors, or is otherwise responsible for any dog which is kept, brought or comes within the town. Any person owning or harboring a dog for a period of one (1) week prior to the filing of any complaint, charging a violation of this local law, shall be held and deemed to be the owner of such dog for the purpose of this local law. In the event the owner of any dog is under eighteen years of age and found to be in violation
of this chapter, the head of the household in which said minor resides shall be deemed to have custody and possession of said dog and be in violation of this local law.

(d) “Public Property” means (i) public streets and sidewalks located in the Town; or (ii) any real property owned by, or under the jurisdiction and control of, the Town, which is used for recreational purposes by the public, including, but not limited to, parks or playgrounds; and (iii) sections of the Albany County Rail Trail within the Town.

(e) “Run at large” means a dog not restrained by a leash (or enclosure) located (i) on public property, or (ii) on private lands not owned by the owner of the dog in question, without the consent and approval of the owner of such lands.

(f) “Town” means the Town of New Scotland, New York.

(g) “Dangerous Dog” means any dog, which when unprovoked, approaches a person in a vicious or terrorizing manner in apparent attitude of attack upon the streets, sidewalks, or property other than the dog owner’s property, or any public grounds or places; or any dog with a known propensity, tendency or disposition to attack unprovoked which causes injury or otherwise endangers the safety of human beings or domestic animals; or any dog which bites, inflicts injury, assaults or otherwise attacks a human being or domestic animal without provocation on public or private property; or any dog owned or harbored primarily, or in part, for the purpose of dog fighting or any dog trained for dog fighting.

(h) “Enclosure” means: (i) an electronic, “invisible” dog fence and the dog within the confines of the electric fence is wearing a shock collar; or (ii) a fence structure of at least four (4’) feet in height, forming an enclosed structure suitable to prevent the entry of young children, and suitable to confine a dog. Such fence structure shall be securely enclosed, locked and designed with secure sides, and shall be designed to prevent the animal from escaping from the enclosure.

SECTION IV. RESTRICTIONS AND PROHIBITIONS

It shall be unlawful for any owner of, or any person harboring, a dog in the Town to permit or allow such dog:

(a) To be present on public property (including town parks), including streets and sidewalks, (i) unless the dog is restrained by a leash (or lead) or (ii) unless expressly permitted by this law;

(b) To be present on private property unless: (i) the dog is restrained by a leash (or lead); or (ii) the property is owned by the owner of the licensed dog; or (iii) the owner of the private property has granted permission for the dog to be off-leash;

(c) To be within ten (10’) feet of a public playground containing playground equipment;
(d) To be present at any special event or festival on town-owned property;

(e) To defecate or leave dog waste on public property or in a Town park;

(g) To engage in aggressive behavior (e.g., growling, loud barking, lunging at other dogs or people);

(h) To engage in habitual loud howling, barking, crying or whining, or conduct itself in such a manner so as to unreasonably and habitually disturb the comfort or repose of any person other than the owner of such dog;

(i) To uproot, dig, or otherwise damage any vegetables, lawns, flowers, garden beds, or other property without the consent or approval of the owner thereof;

(j) To habitually chase, run alongside of, or bark at motor vehicles, motorcycles, joggers, runners, or bicycles while on a public street or highway;

(k) To create a nuisance by defecating on private property without the consent or approval of the owner of such property;

(l) To have a female dog in heat off the owner’s premises unrestrained by a leash;

(m) To harbor an unlicensed dog pursuant to the New York State Agriculture and Markets Law;

(n) To harbor or maintain any dog which is found to be a dangerous dog, except in accordance with section 121 of the Agriculture and Markets Law.

SECTION V. EXEMPTIONS

1. This local law does not apply to dogs which are:

   (a) part of an official performance; or

   (b) police or government agency dogs; or

   (c) hunting in the company of a licensed hunter on private property.

2. The requirement that dogs must be on a leash on public streets shall not apply when the owner of the dog owns the contiguous land on both sides of the public street, the dog is crossing the street, and the property is located in a Residential Agricultural (RA) or Residential Forestry (RF) zoning district.
SECTION VI.  SEIZURE OF DOGS AND APPEARANCE TICKETS

1. Any dog control officer, or peace officer acting pursuant to his special duties, or police officer shall seize:

   (a) any dog which is not identified and which is not on the owner’s premises;

   (b) any dog which is not licensed, whether on or off the owner’s premises;

   (c) any licensed dog which is not in an enclosure if there is probable cause to believe the dog is a dangerous dog;

   (d) any dog which poses an immediate threat to the public safety.

2. Dog control officers, peace officers, or police officers, having reasonable cause to believe that a person has violated this local law, or Article 7 of the Agriculture and Markets Law, shall issue and serve upon the dog owner, or the person in possession of the dog, an appearance ticket for such violation.

3. Any dog control officer, peace officer, or police officer who seizes a dog pursuant to this law, shall comply with the procedure set forth in Article 7 of the Agriculture and Markets Law.

4. Any dog control officer, peace officer, or police officer with knowledge of any person harboring four or more dogs, and not possessing a special use permit for a kennel, or kennel license, as allowed by the Town’s Zoning Law, shall report any such violation to the Code Enforcement Officer.

SECTION VII.  DANGEROUS DOGS

1. A dog control officer or police officer who has probable cause to believe that a dog is dangerous shall proceed in the manner set forth in Section 121 of the Agriculture and Markets Law.

2. Notwithstanding the definition of a dangerous dog, no dog may be declared dangerous if any injury or damage is sustained by a person who, at the time such injury or damage was sustained: (a) was committing a willful trespass or other tort upon premises occupied by the owner or keeper of the dog; or (b) was teasing, tormenting, abusing or assaulting the dog; or (c) was committing or attempting to commit a crime.

3. No dog may be declared dangerous if an injury or damage was sustained by a domestic animal which, at the time of such injury or damage was sustained, was teasing, tormenting, abusing or assaulting the dog.

4. No dog may be declared dangerous if the dog was protecting or defending a human being within the immediate vicinity of the dog from an unjustified attack or assault.
SECTION VIII.  DOG PARKS

1. The Town Board reserves the right to designate, by resolution, certain Town-owned parks, or specific areas of any Town-owned park, (a) a “dog park;” or (b) a park in which dogs may be off-leash during designated hours and/or designated times of year.

2. In any: (a) area designated an official dog park; or (b) a park in which dogs are permitted off-leash at certain days/times, the Town shall adopt specific regulations for the control of dogs. The Town reserves the right to limit the use of dog parks for use by Town residents. Dog parks shall be designed to allow dogs to be off-leash on public property within the confines of the dog park.

3. Any dog park established by the Town (a) shall be clearly designated with appropriate signage; and (b) the rules and regulations shall be posted at the park.

4. The Town Clerk is hereby authorized to collect a fee, to be established by Resolution of the Town Board, as an annual charge to residents of the Town who wish to purchase a license or permit: (a) to use any dog park in the Town; or (b) to use a Town park that allows dogs to be off-leash at certain designated hours.

SECTION IX.  COMPLAINT PROCESS

Any person who observes a dog violating any provisions of this local law may file a signed complaint, under oath, with the Town Clerk or Dog Control Officer of the Town of New Scotland specifying the objectionable conduct of the dog; the date thereof; a description of the dog; and name and residence, if known, of the owner or other person harboring the dog. Upon receipt by the Town Clerk or Dog Warden (“Dog Control Officer”) of any complaint against the conduct of any particular dog, the Dog Control Officer authorized to act on behalf of the Town may summon the alleged owner or other person harboring the dog to appear in person before the local Justice court. If the summons is disregarded, the Justice: (a) may impose a fine or penalty, or (b) permit the filing of an information and issue a warrant for the arrest of such person.

SECTION X.  PENALTIES / FINES

(a) Any person who violates this local law or knowingly permits the violation of this local law, or any of the provisions hereof, shall be deemed to have committed an offense against this local law. The Town Board shall, from time to time, establish by resolution a schedule of penalties, fines, and charges for violations of this local law. Any person convicted of any such violation, after investigation and hearing, shall be punishable by a penalty of not less than (i) $50.00 (FIFTY DOLLARS); and (ii) $100 (ONE HUNDRED DOLLARS) for each subsequent violation of this local law.

(b) The daily boarding charge for any dog seized and boarded at any Town designated kennel by the Dog Control Officer under this local law or pursuant to the authority given the Dog Control Officer under the New York State Agriculture and Market Law, as the same may from time to time be amended by Town Board resolution, shall be assessed at the rate
established by Town Board resolution or the prevailing cost charged by such designated kennel, whichever is higher.

(c) The Dog Control Officer may issue appearance tickets pursuant to the Criminal Procedure Law to any person who violates this local law or who knowingly permits the violation of this local law or any of the provisions thereof.

(d) If a person charged with a violation of this law admits to any violation as charged in the appearance ticket, he may, five (5) days prior to the return date set forth in the appearance ticket, complete an appropriate form authorized by this local law, enter a plea of guilty, and forward such form and appearance ticket to the office specified on such appearance ticket. If a schedule of penalties for violations has been established by the Town Board, and such schedule appears on the answer form, a check or money order in the amount of the penalty for the violation charged must be timely submitted with such plea of guilty.

(e) Any person found in violation of this law is also subject to the fines and penalties provided under the Agriculture and Markets Law.

SECTION XI. AUTHORITY

This local law is enacted by the Town Board of the Town of New Scotland pursuant to: (a) the NY Agriculture and Markets Law; and (b) the authority to adopt local laws under Article IX of the New York State Constitution, Section 261 of the Town Law, and Section 10 of the Municipal Home Rule Law.

SECTION XII. VALIDITY/SEVERANCE

The invalidity of any word, section, clause, paragraph, sentence, part or provision of this local law shall not affect the validity of any other part of this local law which can be given effect without such invalid part or parts.

SECTION XIII. REPEAL OF OTHER LAWS

This local law shall supercede: (a) Local Law No. 2 of 2006, which is hereby repealed; and (b) except for Local Law No. 9 of 2010 (regarding licensing of dogs and impoundment fees), all prior local laws, ordinances, rules and regulations relative to the control of dogs within the Town of New Scotland shall be, upon the effectiveness of this local law, null and void.

SECTION XIV. EFFECTIVE DATE

This local law shall take effect immediately, as provided by law, upon filing with the Secretary of State.
SECTION XV. SEPARABILITY

Each separate provision of this local law shall be deemed independent of all other provisions herein, and if any provisions shall be deemed, or declared invalid, all other provisions hereof shall remain valid and enforceable.

1. (Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the Town of New Scotland was duly passed by the New Scotland Town Board on ______________________ 20__, in accordance with the applicable provisions of law.

2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer*.)

I hereby certify that the local law annexed hereto, designated as local law No.____ of 20___ of the Town of New Scotland was duly passed by the New Scotland Town Board ___________________________ on 20 _____, and was (approved) (not approved) (repassed after disapproval) by the ___________________________ and was deemed duly adopted on _____________, 20 ______, in accordance with the applicable provisions of law.

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, designated as local law No._____ of 20____ of the Town of New Scotland was duly passed by the New Scotland Town Board ___________________________ on ______________________ 20__, and was (approved) (not approved) (repassed after disapproval) by the ___________________________ on ______________________, 20___, Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general) (special)(annual) election held on ___________________________20 _____, in accordance with the applicable provisions of law.

4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the Town of New Scotland was duly passed by the ___________________________ on ______________________, 20___, and was (approved) (not approved) (repassed after disapproval) by the ___________________________ on ______________________ 20 ____.

* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.
Town of New Scotland

Proposed
Local Law __ of the Year 2019

A local law establishing a date for the first meeting of the Board of Assessment Review.

Be it enacted by the Town Board of the Town of New Scotland as follows:

Section I. Purpose and Findings

Section 512(1) of the NY Real Property Tax Law provides that the Board of Assessment Review (“BAR”) shall meet to hear complaints, beginning on the fourth Tuesday of May, or such other date as is established by the governing body by local law. The date is commonly referred to as “Grievance Day.” Subsection 1-a of Section 512 of the NY Real Property Tax Law authorizes the town board to establish the first meeting date for hearing complaints to another date when the assessor is employed by another assessing unit. The current Assessor for the Town of New Scotland is employed by another assessing unit, and has requested that the Town of New Scotland establish a date for BAR hearings to commence on a date other than the first Tuesday of May. Pursuant to the authority granted in NY Real Property Tax Law § 512, the Town is establishing a new date for the first meeting of the Board of Assessment Review of the Town of New Scotland.

Section II. Amendment of Town Code

The date of the first meeting of the Town of New Scotland, New York Board of Assessment Review for hearing complaints shall be the first Tuesday of June each year.

Section III. Authority

This law is enacted by the Town Board of the Town of New Scotland pursuant to its authority to adopt Local Laws under Article IX of the New York State Constitution, Article 18 of the General Municipal Law, and the Municipal Home Rule Law, and pursuant to the authority granted in Section 512 of the New York Property Tax Law.

Section IV. Severability

If any word, phrase or part of this law shall be declared invalid or unconstitutional, the same shall be severed and separate from the remainder of the law, and said remainder shall continue in full force and effect.
Section V. Effective Date

This local law shall be effective immediately upon filing with the Secretary of State.

Section VI. Repeal of Other Laws

All local laws in conflict with provisions of this Local Law are hereby superseded.

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

1. (Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto, designated as local law No. ____ of 20____ of the Town of New Scotland was duly passed by the New Scotland Town Board on ______________________ 20__, in accordance with the applicable provisions of law.

2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer*.)

I hereby certify that the local law annexed hereto, designated as local law No.____ of 20____ of the Town of New Scotland was duly passed by the New Scotland Town Board on ______________________ 20__, and was (approved) (not approved) (repassed after disapproval) by the ______________________ and was deemed duly adopted on ______________, 20______, in accordance with the applicable provisions of law.

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, designated as local law No.____ of 20____ of the Town of New Scotland was duly passed by the New Scotland Town Board on ______________________ 20__, and was (approved) (not approved) (repassed after disapproval) by the ______________________ on ______________________ 20__, Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general) (special)(annual) election held on ______________________ 20__, in accordance with the applicable provisions of law.

__________________________________________

Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.
4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the Town of New Scotland was duly passed by the ______________________________ on _________________ 20___, and was (approved) (not approved) (repassed after disapproval) by the ______________________________ on ______________________________ 20 ___.

Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of __________________________, 20 ____, in accordance with the applicable provisions of law.

5. (City local law concerning Charter revision proposed by petition.)

I hereby certify that the local law annexed hereto, designated as local law No. ____ of 20 ____ of the City of _________________________ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on ______________, 20___, became operative.

6. (County local law concerning adoption of Charter.)

I hereby certify that the local law annexed hereto, designated as local law No.____ of 20__ of the County of _____________________ State of New York, having been submitted to the electors at the General Election of November ______ 20___, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph __, above.

_______________________________________
New Scotland Town Clerk

(Seal) Date: ________________________________
Inter-Municipal Agreement By and Between
The Town of New Scotland
and
The Town of Bethlehem

This agreement, made the ___ day of January, 2019 between the Town of New Scotland, New York and the Town of Bethlehem, New York;

Whereas, the Towns of New Scotland and Bethlehem (hereinafter the “Towns”) are contiguous municipalities within the County of Albany, New York, and

Whereas, the Towns, pursuant to the provisions of Section 523(3) of the Real Property Tax Law, mutually desire to provide an administrative mechanism to permit the fair hearing of a property assessment complaint in the situation where a member of their respective Town Boards and Boards of Assessment Review (hereinafter “BAR”) have a direct or indirect interest in the subject property, and

Whereas, it is in the respective best interest of the Towns to have such complaints come before the disinterested BAR,

It is hereby agreed as follows:

1. In any situation where a member of the Town Board or BAR of one of the Towns (pursuant to the Real Property Tax Law § 523) discloses an interest in property which is the subject of an assessment complaint, it is agreed that the BAR of the other Town will receive, hear and determine the complaint.

2. The respective BAR of each Town will adhere to and follow the same procedures for any such complaint as would be applicable to a complaint made concerning property in its own town. The decision of the BAR shall have the same legal force and effect as a decision concerning property located in its own town.

3. Each of the Towns agree to reimburse the other for any extraordinary or actual expense incurred as a result of this agreement.

4. The term of this agreement shall be for five years.

Town of New Scotland
By: ____________________________
Douglas LaGrange, Supervisor

Town of Bethlehem
By: ____________________________
David Van Luven, Supervisor
January 2, 2019

Douglas LaGrange, Town Supervisor
2029 New Scotland Rd
Slingerlands NY 12186
Town Phone 518-439-4889

Re: Request to Purchase Town Land
Tax Map 73.-1-9.12
Land Adjacent to 73.00-4-2 (156 Maple Road)
Owners DeSorbo, Frank, Dawn, Michael, Stephanie

Dear Town Supervisor LaGrange:

As owners of property listed as 156 Maple Road (aka Route 85 A), we would like to request the Town of New Scotland to consider selling us the parcel of land identified as Tax Map 73.-1-9.12. The land is a vacant strip of land estimated at 28 feet wide that is adjacent to our property at 156 Maple Road. Michael DeSorbo is the owner resident of the property.

Currently we have an Agricultural Permit to have animals on our property. He has three (3) goats on ours and the town property. His has raised them for the last 1 ½ years as pets for himself and his nephews, who live in Voorheesville. He will give the large goat to his farmer friend in Clarksville in the spring. The goats are kept in an enclosed fenced area. They only roam when he is present and working in the yard area. He has no intentions of having any other goats or farm animals in the future.

Attached is a survey we had done on our property and it also shows the town land parcel. Included also is Page 492 of the 2018 Final Assessment Rolls. This page shows our property/

We look forward to hearing from you regarding the sale of this land. We appreciate your cooperation and attention to this matter.

Sincerely

[Signature]
Frank DeSorbo
SUGGESTED DESCRIPTION
LANDS TO BE CONVEYED TO
THE TOWN OF NEW SCOTLAND
24,312 Sq. Ft.

All that certain tract, piece or parcel of land situate in the Town of New Scotland, County of Albany, State of New York, lying along the northerly line of Maple Road, being designated as lands to be conveyed to The Town of New Scotland (24,312± Sq. Ft.), as shown on a map entitled, "Kensington Woods – Phase 1" dated November 14, 2011, last revised August 9, 2016, prepared by Lansing Engineering and filed in the Albany County Clerk’s Office as Instrument No. 13369 and being further bounded and described as follows:

Beginning at the point of intersection of the common division line of lands to be conveyed to The Town of New Scotland to the West and lands of Dorsey as described in Book 2744 of Deeds at Page 550, to the East, with the northerly line of Maple Road, all as shown on said filed map, thence from said point of beginning along said northerly line North 65° 29’ 00” West, 31.06 feet to the point of intersection of the common division line between said lands to be conveyed to The Town of New Scotland to the East and “Retention Area”, as shown on a map entitled, “Douglas Lane Subdivision Final Plat CB Development Associates, LLP” dated June 21, 2000, prepared by Ingalls Smart Associates in Engineering & Surveying, to the West with said northerly line of Maple Road, thence along said common division line and the easterly lines of Lots 9, 8, 7 and 6, as shown on said referenced map, North 09° 30’ 40” East, 813.85 feet to a point in the southerly line of lands of Delaware and Hudson Railway Company, thence along said southerly line, South 53° 57’ 40” East, 33.53 feet to the point of intersection of the common division line between said lands to be conveyed to The Town of New Scotland to the West and lands of Buffa as described in Book 2998 of Deeds at Page 1147, to the East, with said southerly line, thence along said common division line and the westerly line of aforesaid lands of Dorsey, South 09° 30’ 40” West, 806.92 feet to the point of beginning and containing 24,312± Sq. Ft. of land.

Todd Westerveld
PLS 50,319
CAPITAL REGION SOLID WASTE MANAGEMENT PARTNERSHIP
PLANNING UNIT RECYCLING COORDINATOR
INTERMUNICIPAL AGREEMENT

THIS AGREEMENT, made this __ day of ______________, 20__ by and between the Cities of Albany and Rensselaer, the Towns of Berne, Bethlehem, East Greenbush, Guilderland, Knox, New Scotland, Rensselaerville, and Westerlo, and the Villages of Green Island, Voorheesville and Altamont, collectively “Parties.”

WITNESSETH THAT:

WHEREAS, each of the Parties to this agreement is a member of the Capital Region Solid Waste Management Partnership Planning Unit (the “Planning Unit”), which has a Final Local Solid Waste Management Plan (“LSWMP”) which was approved by the New York State Department of Environmental Conservation in November 2014, according to New York State Environmental Conservation Law Section 27-0103; and

WHEREAS, the City of Albany has operated the regional solid waste system that serves the Parties and provides predictable and reasonably priced solid waste disposal services for members of the Planning Unit; and

WHEREAS, the SWMP has allowed all of the Parties to deliver waste to the regional solid waste system owned by the City of Albany; and

WHEREAS, all of the Parties are required to pay specified fees and are required to comply with the SWMP’s recycling programs; and

WHEREAS, each of the Parties had previously entered into an Intermunicipal Agreement (the "IMA") whereby the Parties agreed to fund a Planning Unit Recycling Coordinator position, all in accordance with the terms of the IMA, and

WHEREAS, the SWMP continues to provide for a Planning Unit-wide Recycling Coordinator (“Planning Unit Recycling Coordinator”) to manage the recycling activities of the Planning Unit and conduct public education and planning activities for the entire Planning Unit; and

WHEREAS, the Parties to this agreement desire to provide for the day-to-day coordination of the SWMP; and

WHEREAS, under New York State General Municipal Law Article 5-G, Section 119-o, municipalities have the authority to enter into intermunicipal agreements and jointly perform services regarding subjects each separately has the power to perform; and

WHEREAS, the term of the IMA expires December 31, 2018, and each of the Parties desire to renew the IMA to extend the term of the IMA through December 31, 2021, and

WHEREAS, this intermunicipal agreement is not to be construed so as to interfere with or diminish any municipal powers, authority, or regulatory authority of any of the participating
municipalities.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the Parties to this agreement do hereby agree as follows:

1. The City of Albany will continue to employ a full time employee to be the Planning Unit Recycling Coordinator. The job description for the Planning Unit Recycling Coordinator is attached hereto as Exhibit A.

2. The employee hired to be the recycling coordinator under the SWMP will be hired with no discrimination by reason of race, creed, color, sex, age, physical disability, sexual orientation or national origin.

3. Each participating municipality will be required to pay their own municipality’s proportionate share of the Planning Unit Recycling Coordinator’s salary and related overhead and operating budget expenses. Each participating municipality’s proportionate share is to be determined based upon the population of each municipality, calculated on an annual basis using the latest available US Census Bureau estimates provided by the Capital District Regional Planning Commission, as per the attached Exhibit B. Such proportionate share shall be recalculated in the event all parties fail to execute this agreement and/or withdraw from the Planning Unit.

4. Each municipality must make an annual payment, equal to that municipality’s proportionate share of the Planning Unit Recycling Coordinator’s salary and related overhead and expenses, to the City of Albany, Department of General Services, One Richard J. Connors Boulevard, Albany, New York 12204. Such expenses shall include, but are not limited to salary, fringe benefits, training, printing, postage, regional recycling website, media advertising, nominal promotional items, necessary and reasonable consultant services, and other costs necessary to enhance recycling programs within the Planning Unit.

5. Each participating municipality agrees to review existing promotional material with the Planning Unit Recycling Coordinator and publicize and operate local recycling programs and enforce local recycling laws.

6. Each participating municipality agrees to cooperate with the Planning Unit Recycling Coordinator to administer the activities in the SWMP, and to develop and implement program improvements to meet reuse and recycling goals.

7. Each participating municipality will be granted access to the Rapp Road Landfill for the purposes of disposing Municipal Solid Waste (MSW) and Construction Debris (C&D). The tip fee structure for the term of the agreement will provide a 20% municipal discount applied to the published Commercial Rate schedule for those items. Other waste streams will be accessed at the Commercial Rate in effect at that time. The discount will only be made available for wastes hauled on municipally owned vehicles; should the municipality contract hauling services to a third party, the municipality shall provide proof of that agreement along with written authorization from the chief executive of the municipality authorizing the third party to create a financial liability with the City on behalf of the municipality. In addition, the scope of the third
party agreement will require the third party to acquire and maintain a permit with the City to access Rapp Road Landfill.

7. This agreement authorizes the City of Albany to enter into contracts within the limits of, and subject to, the appropriations provided by the participating municipalities and other available secured funding sources.

8. Any party to this agreement may terminate its participation at any time but must do so by notifying within thirty (30) days all other parties in writing of the determination, reasons for the termination, and the effective date thereof. Withdrawal from the Agreement will result in termination of the use of the landfill by the withdrawing municipality. The City of Albany shall notify the Department of Environmental Conservation upon such withdrawal from this Agreement. Withdrawal from the agreement by one party shall not operate to terminate the agreement, which shall continue in full force and effect with respect to all other parties.

9. If any term or provision of this agreement or the application thereof shall, to any extent, be invalidated or unenforceable, the remainder of this agreement or the application of such term or provision, other than those to which it is held invalid or unenforceable, shall be unaffected thereby, and each term and provision of the agreement shall be valid and enforceable to the fullest extent permitted by law.

10. This Agreement, including exhibits, represents the entire Agreement between the parties relating to the Planning Unit Recycling Coordinator position, and no modifications thereof, or additions thereof, have been agreed to or will be binding hereafter, unless evidenced in writing by the parties hereto.

11. This agreement shall be for a three year period commencing on January 1, 2019 and ending on December 31, 2021.

12. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York.

13. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute the binding and enforceable agreement of the parties hereto.

14. Counterparts; Facsimile and Electronic Copies. This agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Any facsimile or electronically transmitted copies hereof or signature hereon shall, for all purposes, be deemed originals.
Exhibit A

Planning Unit Recycling Coordinator Job Description
Albany SWMP Modification
Attachment 4
Planning Unit Recycling Coordinator Duties

Planning Unit-wide Recycling Coordinator (PURC)

General Statement of Duties

- Participant municipalities will be expected to execute an Inter- Municipal Agreement (IMA) with the City of Albany, which will provide for a Planning Unit-wide Recycling Coordinator who will be an area-wide resource to promote: waste reduction and recycling, monitor compliance with the municipal recycling ordinances, provide assistance in applying for available grant funding, and compile annual information about recycling program achievements in each municipality, including commercial, industrial and institutional recycling programs. Pursuant to the IMA, the cost of this position will be allocated among the member municipalities, in proportion to their population. The enforcement of local ordinances will remain the responsibilities of each municipality. The PURC will not replace the ongoing need for recycling program coordinators in each of the member municipalities. As a condition of the IMA, each municipality will designate a contact person with the responsibility to work with the PURC.

1. Assessment of Recycling programs of all member communities in the Planning Unit
The responsibility of the Planning Unit Recycling Coordinator will be to assess the status of the numerous programs in place within the Planning Unit. The coordinator will work with the recycling contact for each municipality to review each community’s program including:
   - What is recycled
   - Recycling method
   - Location of facilities used
   - Reporting
   - Education/communication

2. Identify Plan(s) to provide assistance to member communities as needed
Based on the assessment completed in step 1 above, the Planning Unit Recycling Coordinator will compile information and instruction from each municipality regarding their waste reduction and recycling program. This information will be made conveniently accessible to residents and businesses of the Planning Unit by posting it to the website established for the Planning Unit. It will also be linked to the City’s website as well as each member municipality’s website. Some of these duties will be as follows:
   - Standardize Recycling Programs/components (minimum required recycling)
   - Municipal Education (municipal contacts, officials and employees)
   - Public Education: residential and non-residential sectors

   1. Brochures/website links for the planning unit as a whole as well as assistance to member municipalities
   2. Development and implementation of backyard composting demonstrations in coordination with DEC personnel at various municipalities throughout the Planning Unit.
   3. Development and distribution of information regarding HHW and electronics recycling to ensure that City residents are aware of the nine HHW and electronics recycling days
sponsored by the City annually and other municipally sponsored events throughout the Planning Unit.
4. Continued identification of new or additional recycling streams such as e-waste recycling.
5. Tips on every day waste reduction strategies

• Institutional Education

The City will provide recycling bins to all the schools (public and private) located in the City. The PURC will assist the City of Albany’s recycling coordinator with the promotion of increased recycling in the City’s schools through educational programs offered at the beginning of each school year. This should also include assistance to all municipal recycling coordinators, so assistance may be provided to all schools in the Planning Unit. The PURC and municipal recycling coordinators will work with the schools to ensure their collection service providers not only provide recycling collection but will also assist the schools proper structuring of their collection contracts to ensure they receive the associated cost benefit for recycling additional material.

• Facility/hauler education

Information will be targeted annually to all haulers with permits to use the Rapp Road Landfill. Information regarding separation and recycling requirements, reporting requirements and waste audits will be provided. Meetings/informational sessions will be conducted as necessary.

• Commercial/business education

Recycling requirements for the non-residential sector of the waste stream will be posted on the Planning Unit-wide website as well as through a letter campaign. Meeting/informational sessions will be conducted as necessary.

• Assistance with coordination/utilization of resources particularly in more rural municipalities

The Planning Unit-wide website will be the first resource for these communities. The PURC, based on the assessment of the specific programs in a community will help coordinate/disseminate information such as HHW days, backyard composting and e-waste recycling.

3. Reporting

All member municipalities will continue to be responsible to maintain the appropriate data regarding recycling and waste stream quantities. The PURC will serve as the clearinghouse for all date regarding recycling programs and reporting within the Planning Unit and as such will be provided this data by the member municipalities as necessary.

• Maintain file of recycling ordinances of all Planning Unit members.

• Maintain list of required recycling, voluntary recycling, banned materials, etc.
• Track annual reports from all member municipalities and follow up as needed (Compliance Reports)

• Improve material/quantity tracking from all municipalities

• Track waste stream and recycling quantities to ensure that appropriate progress is being made towards recycling goals.

• Compile and maintain a list of area waste and recycling processors utilized and available to Planning Unit members and Haulers and make available on the Planning Unit website.

4. **Compliance**

• Increased education and oversight will be the responsibility of the Recycling Coordinator. Each municipality will be responsible for gaining compliance from generators as well as haulers.

• **Waste Audits**- Maximizing diversion rates will require increased effort to educate waste generators about programs requirements as well as enhanced enforcement. Oversight in the form of waste audits at City solid waste facilities can be effective in identifying non-participation in recycling programs. Haulers (and the waster generators they service) discovered to be delivering recyclable materials for disposal at the landfill will be subject to follow-up education and enforcement efforts. Failure to comply and repeated delivery of contaminated loads could result in loss of disposal privileges and imposition of fines. While City staff may discover these deliveries at the landfill and make initial contacts, follow-up contact with non-participating waste generators will be undertaken by the PURC in coordination with the municipal recycling coordinator, who will initiate education efforts intended at bringing these generators into compliance. It will be the responsibility of the municipality in which the waste originates to follow up with any enforcement effort, if that becomes necessary.

5. **Identification and Development of New Recycling/Waste Reduction Opportunities**
The PURC will assist with the identification/development of current or future waste stream component recycling opportunities such as the expansion of textile and food waste processing. As new recycling opportunities and markets are identified, this information will be made available on the Capital Region Solid Waste Management Planning Unit’s website (www.capitalregionrecycling.com).

Additionally, the PURC will assist with the identification, evaluation and promotion of waste reduction strategies such as backyard composting and PAYT.

6. **Drive the expansion of Commercial/Institutional/Industrial Sector Recycling**
The PURC with assistance from City employees and municipal recycling coordinators will initiate a campaign to remind all businesses and commercial institutions of recycling requirements. This may take the form of letters, website announcements, public service announcements and public meetings. This will occur in conjunction with increase education/enforcement of area hauler.
• Initial efforts to focus on largest employers/institutions to educate them about recycling requirements.
• Assist with program implementation if needed.
• Market Development- the PURC will provide/acquire technology/information regarding waste reduction and recycling opportunities and markets to/from area haulers and all commercial and business institutions. The PURC will serve as a clearinghouse for recycling markets information by maintaining this database on the Planning Unit website. This information will be updated as new/additional information becomes available.

7. Identify/pursue grant and other funding opportunities
The PURC will pursue funding through state or other grants to fund municipal waste reduction and recycling efforts. Through its Municipal Waste Reduction and Recycling Grant Program, the NYSDEC has taken an active role in funding various recycling programs to help communities raise awareness and participation in recycling as well as funding programs and efforts to reduce solid waste generation. The grant program allows for up to 50% reimbursement (up to a maximum of $2 million dollars per individual project) and provides funding for the following as they relate to recycling: capital projects, education and recycling coordinators, and HHW collection and education.

In addition the Empire State Development (ESD) offers assistance to companies that want to substantially reduce costs and/or expand operations by reusing, remanufacturing, or recycling materials that are normally disposed: or by reducing the volume of toxicity of waste and/or by-products.

Financial Assistance – ESD offers funding for projects that produce measurable results in pollution prevention, reuse, and recycling.

• **Capital funding** invests in the physical assets (such as plant, machinery and equipment and infrastructure) needed to achieve pollution prevention, recycling and waste reduction at manufacturing and other companies.
• **Technical assistance** funding is available for NYS non-profit organizations or municipalities that directly assist New York State businesses to achieve pollution prevention, reuse or recycling results.
• **Research, development and demonstration (RD&D)** fund to test, evaluate or demonstrate the technical and/or economic feasibility of Technologies or practices that prevent, reuse, remanufacture or recycle waste.

More information regarding ESD and the assistance it provides is located at:
http://www.emprc.state.ny.us/Manufacturing & Environment/Environment/pollution_prevention.asp
Exhibit B

Parties Proportionate Share
<table>
<thead>
<tr>
<th>Municipality</th>
<th>2014 Population Estimate</th>
<th>Percent of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Albany City</td>
<td>98,566</td>
<td>45.4%</td>
</tr>
<tr>
<td>Berne Town</td>
<td>2,826</td>
<td>1.3%</td>
</tr>
<tr>
<td>Bethlehem Town</td>
<td>34,685</td>
<td>16.0%</td>
</tr>
<tr>
<td>East Greenbush Town</td>
<td>16,434</td>
<td>7.6%</td>
</tr>
<tr>
<td>Green Island Town/Village</td>
<td>2,618</td>
<td>1.2%</td>
</tr>
<tr>
<td>Guilderland ¹ Town</td>
<td>34,093</td>
<td>15.7%</td>
</tr>
<tr>
<td>Altamont Village</td>
<td>1,725</td>
<td>0.8%</td>
</tr>
<tr>
<td>Knox Town</td>
<td>2,728</td>
<td>1.3%</td>
</tr>
<tr>
<td>New Scotland ¹ Town</td>
<td>5,950</td>
<td>2.7%</td>
</tr>
<tr>
<td>Voorheesville Village</td>
<td>2,837</td>
<td>1.3%</td>
</tr>
<tr>
<td>Rensselaer City</td>
<td>9,471</td>
<td>4.4%</td>
</tr>
<tr>
<td>Rensselaerville Town</td>
<td>1,853</td>
<td>0.9%</td>
</tr>
<tr>
<td>Westerlo Town</td>
<td>3,391</td>
<td>1.6%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>217,177</strong></td>
<td><strong>100.0%</strong></td>
</tr>
</tbody>
</table>

¹ Population is for Town outside of Village
TOWN DESIGNATED ENGINEER
MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (the “Agreement”) dated as of January 1, 2019, is between Stantec Consulting Services Inc., with its place of business located at 3 Columbia Circle, Suite 6, Albany, NY 12203 (the “Engineer”), and the Town of New Scotland, New York, with its place of business located at Town Hall, 2029 New Scotland Road, Slingerlands, New York 12159 (the “Owner”).

RECITALS

A. Owner anticipates requesting Engineer to provide consulting and/or professional engineering services (hereafter referred to as “Special Projects Services”) based on individually agreed upon scope of services and fees.

B. Engineer is willing to perform consulting and professional engineering services pursuant to the terms and conditions set forth herein.

TERMS

NOW, THEREFORE, in consideration of the matters recited above and of the mutual representations, warranties, covenants and agreements set forth in this Agreement, the parties agree as follows:

1. General. This Agreement sets forth the general terms and conditions under which Engineer will perform consulting and/or professional engineering services for Owner. Services are to include Special Project Services as generally described in Exhibit A of this Agreement. The specific scope of Special Project Services to be performed by Engineer for Owner will be fully described and set forth in a written Task Order to be signed by Owner and Engineer prior to the Engineer undertaking any particular service or to enter into a Task Order. In the event of any inconsistency between this Agreement and a Task Order, the terms of this Agreement will prevail unless the provision in the Task Order specifically states that it is to take precedence over this Agreement.

2. Term. This Agreement is effective from the date set forth above for a period of one year unless otherwise terminated as provided hereafter. Either party may terminate the Agreement at any time upon 30 days written notice to the other party so long as there are no outstanding Task Order(s) in effect at the time of termination. If there are obligations remaining to be performed under an outstanding Task Order, this Agreement (and the Task Order) may only be terminated by a party following a default by the other party in the performance of its duties or obligations under this Agreement or the Task Order and such default has not been remedied within 30 days after notice thereof has been given to the defaulting party. Following any such termination, Engineer shall be entitled to compensation for all Service performed prior to the date of termination. However, the Owner shall at all times reserve the right to direct the Engineer to suspend or discontinue work on any and all Task Orders.
(b) **Expenses.** Owner shall reimburse Engineer for expenses incurred by Engineer in the course of performing the Service in accordance with Engineer’s standard schedule of Billing Rates, which is part of Exhibit B. Standard billing rates are set forth in Exhibit C.

The Engineer’s standard hourly rates and the rates of compensation for reimbursable expenses are set forth in Exhibit C. The rates may be adjusted, subject to mutual agreement at the beginning of each calendar year. Owner will be notified of any such proposed modification of Engineer’s compensation basis at least 45 days prior to the date that the Engineer intends for the modification to take effect. However, there will be no increase in billing rates on individual projects once a Task Order has been accepted by the Engineer for that project unless otherwise specified in the Task Order.

7. **Not Used/Intentionally Deleted.**

8. **Changes in the Service.** The parties acknowledge that it may be necessary to make changes in the scope of the Service after a Task Order has been executed. Before undertaking any changes in the Service, Engineer will provide Owner with a detailed description of the impact the proposed changes will have on the schedule and costs of completion. If both parties agree to the proposed changes, they shall execute an appropriate change order setting forth the changes to the Service and to the schedule and costs of completion, which change order shall constitute an amendment to the applicable Task Order.

9. **Taxes.** Charges for Services and any materials or items to be provided under this Agreement do not include local, state or federal sales, use, excise, value added, personal property or similar taxes or duties, and any such taxes shall be assumed and paid by Owner. In the event taxes based on this Agreement, other that taxes based on net income, are payable or paid by Engineer that amount shall be an additional charge and shall be paid by Owner to Engineer upon thirty (30) days’ written notice.

10. **Payment.** Charges for Services will be invoiced at a monthly interval. Invoices are payable within 30 days of receipt by the Owner unless the Task Order specified an alternate payment schedule. If any invoice(s) are not paid promptly within the 30-day period, Engineer reserves the right to cease all Service under this Agreement until such time as the invoice(s) are paid in full.

11. **Personnel.** The personnel assigned by Engineer to perform the Services will be qualified to perform the assigned duties and will be licensed to perform such duties if required by the law of the jurisdiction in which the Service is performed. Engineer reserves the right to determine which of its personnel shall be assigned to provide any particular portion of the Services and to replace or reassign such personnel during the course of the Service. Should any personnel of Engineer be unable to perform assigned Services because of illness, resignation, inclement weather, or other causes beyond Engineer’s control, or because of scheduling conflicts, such failure to perform shall not be considered a breach of this Agreement so long as Engineer uses reasonable efforts to replace such personnel. Engineer will be responsible for the payment of all employment taxes, social security and workers compensation for its employees.
17. **Notices.** All notices and communications under this Agreement shall be in writing and shall be given by personal delivery or by registered or certified mail, return receipt requested, to the address for a party appearing at the beginning of the Agreement or such other address as may be designated by a party from time to time. Notice shall be deemed given upon personal delivery or upon receipt.

18. **Standards of Performance.** The standard of care for all service performed under each Task Order will be the care and skill ordinarily used by members of the Engineer's profession practicing under similar circumstances at the same time and in the same locality.

19. **Not Used/Intentionally Deleted.**

20. **Independent Contractor.** Engineer is a “Town Designated Engineer,” but shall be an independent contractor with respect to performance of the Service. Neither Engineer nor its employees or subcontractors shall be deemed to be a servant, employee, partner, or agent of Owner.

21. **Force Majeure.** Any delays in or failure of performance by Owner or Engineer, other than payment of money, shall not constitute default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the control of Owner or Engineer, as the case may be, including but not limited to: acts of God or the public enemy; expropriation or confiscation of facilities; compliance with any order or request of any governmental authority; act of war, rebellion or sabotage; storms or other inclement weather; fires, floods, explosion, accidents, riots or strikes or other concerted acts of workers, whether direct or indirect; or any causes, whether or not of the same class or kind as those specifically above named, which are not within the control of Owner or Engineer respectively and which by the exercise of reasonable diligence, Owner or Engineer are unable to prevent.

22. **Governing Law.** This Agreement shall be governed by and enforced in accordance with laws of New York State. Any action, or legal proceeding between the parties arising from this Agreement shall be venued in the federal or state courts sitting in Albany, New York.

23. **Entire Agreement.** This agreement, and each Task Order entered into hereunder, represent the entire Agreement between Engineer and Owner and supersede all prior agreements, oral or written, and all other communications relating to the subject matter thereof.

24. **Assignment.** Neither this Agreement nor any rights or obligations hereunder may be assigned by either party without the consent of the other party, which consent shall not unreasonably be withheld.

25. **Non-Waiver.** No delay or failure by a party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly agreed to in a signed writing by that party.

26. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original and all of which collectively shall constitute but one document.
EXHIBIT A
SERVICES TO BE PROVIDED BY THE ENGINEER

Special Project Services:

Special project services will include projects with a specifically defined individual scope, such as but not necessarily limited to:

- Site design and layout of vehicular and pedestrian circulation, parking and loading
- Highway design, including street and sidewalks plans and profiles
- Utility design, including municipal water and sanitary sewer service plans and profiles
- Drainage and storm water management design, with particular attention to Phase 2 compliance
- Grading and erosion control plans
- Landscape, planting and lighting plans
- Geotechnical investigation and slope stability analysis
- Wetland delineation
- Construction administration and observation
- Facility Services, including structural, architectural, electrical and mechanical engineering services
- Survey (boundary, easements, topographic, etc.)
- Environmental impact analysis and ecological assessments
- Project reviews (in a TDE capacity), including reviews to include compliance with the following:
  - SEQR review, including compliance with SEQR procedural requirements
  - State and federal environmental laws
  - Traffic Studies and Evaluations
  - Local zoning, subdivision and related land use regulations
  - Town and generally accepted design and engineering standards

Consistency with the Town’s Comprehensive Plan and other significant Town Planning initiated reports
3. A schedule of the Engineer's Reimbursable Expenses included as part of this Exhibit C.

4. The total estimated compensation for Engineer's services for the Task Order shall be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, Reimbursable Expenses and Engineer's Consultants' charges, if any.

5. The amounts billed for Engineer's services under each Task Order will be based on the cumulative hours charged to the specific project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultant's charges, if any.

Reimbursable Expenses
Costs incurred by Engineer in the performance of the Services in the following categories constitute Reimbursable Expenses:

A. Transportation and subsistence incidental thereto (travel time shall be from local office to Town); advertisements, postage, and shipping costs; providing and maintaining field office facilities including furnishings and utilities; and reproduction of reports, Drawings, Specifications, Bidding Documents, the use of other highly specialized equipment and similar Project-related items. Reimbursable expenses shall be paid at rates set forth in the Engineer's schedule of standard Billing Rates, which is part of this Exhibit C.

Other Provisions Concerning Payment
A. Extended Contract Times. Should the Contract Times to complete the Work of a Contractor be extended beyond the period stated in the Task Order, payment for Engineer's services shall be continued based on the standard Hourly Rates Method of Payment, unless otherwise mutually agreed to in writing.

Estimated Compensation Amounts

1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall give written notice thereof to Owner and shall be paid for all services rendered thereafter.
EXHIBIT D
MINIMUM INSURANCE REQUIREMENTS

The kinds and amounts of insurance required of the ENGINEER are as follows:

a) A policy or policies providing protection for employees of the ENGINEER in the event of job-related injuries, generally referred to as "Workers Compensation Insurance".

b) Automobile Liability policies with a combined single limit of not less than $1,000,000 for each person, or each accident because of bodily injury, sickness, or disease including death at any time resulting therefrom, sustained by any person, and for damages because of injury or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of owned, non-owned or hired automobiles.

c) Commercial General Liability Insurance shall be furnished with the limits of not less than:

- General Aggregate $1,000,000
- Products-Comp/Op Agg. $1,000,000
- Personal/Adv. Injury $1,000,000
- Each Occurrence $1,000,000
- Fire Damage $250,000
- Medical Expense $10,000

d) Excess Liability Insurance Umbrella Form, Bodily injury, and property damage combined:

- Each Occurrence $1,000,000
- Aggregate $1,000,000

e) Professional Liability Insurance, including errors and omissions, shall be maintained with minimum limits of not less than Two Million Dollars ($2,000,000).
TOWN OF NEW SCOTLAND

2019 RATE TABLE

STANTEC CONSULTING SERVICES INC. – ALBANY OFFICE

Effective January 1, 2019

<table>
<thead>
<tr>
<th>Title</th>
<th>Billing Level</th>
<th>Billing Rate</th>
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<tbody>
<tr>
<td>Senior Principal</td>
<td>16</td>
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<tr>
<td>Associate</td>
<td>15</td>
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<tr>
<td>Senior Professional Engineer (PE)</td>
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<td>Project Specialist</td>
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<td>$134.00</td>
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<tr>
<td>Project Manager/Professional Engineer (PE)</td>
<td>11</td>
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<tr>
<td>Civil Designer</td>
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<td>Senior Technician</td>
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<td>Junior Technician</td>
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<td>Project Assistant</td>
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<tr>
<td>Construction Inspector</td>
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<td>$80.00</td>
</tr>
</tbody>
</table>

In addition to these fees, clients will also be responsible for any sales tax that may apply to professional services performed.

Direct Costs will be billed at a 10% mark-up. Examples of direct costs include: reproductions, travel, photographs, application fees and delivery charges. Airfares will be based on direct flights at full-coach fares.

Payment on invoices is due within 30 days from receipt. Should the client fail to make payments within this period, the amount due shall bear interest at the rate of 1% per month. Stantec reserves the right to suspend work if payments are not made and Stantec shall have no liability to the owner/client for delay or damage caused the owner/client because of such suspension of Stantec’s services. Any attorney’s fees, court costs, or other related expenses incurred in collecting delinquent accounts shall be paid by the client.
December 21, 2018
File: General Town Engineering

Doug LaGrange, Supervisor
Town of New Scotland
2029 New Scotland Road
Slingerlands, New York 12159

Reference: Task Order Request
General Town Engineering Services
Town of New Scotland, Albany County, New York
Town Fund A 1440.41

Dear Supervisor Dolin,

Stantec Consulting Services, Inc., (Stantec) is pleased to submit this Task Order Request in accordance with our Town Designated Engineer Master Services Agreement, services for General Engineering Services.

PROJECT UNDERSTANDING:

Routinely the Town has required consulting and or professional engineering services of a “Basic general nature”.

SCOPE OF SERVICES:

Tasks to be undertaken for “Basic General Engineering Services” will typically include:

- Advice to Town Board and Members.
- Monthly Meetings of the Town Board.
- Effort of technical staff to support Town Board or department staff on general town wide issues, such as zoning, planning, economic development.
- Advice and assistance to DPW on general town wide issues.
December 21, 2018
File: Zoning Board

Douglas LaGrange, Supervisor
Town of New Scotland
2029 New Scotland Road
Slingerlands, New York 12159

Reference: Task Order Request
Zoning Board Consulting
Town of New Scotland, Albany County, New York
Town Fund B 8010.41

Dear Supervisor LaGrange,

Stantec Consulting Services, Inc., (Stantec) is pleased to submit this Task Order Request in accordance with our Town Designated Engineer Master Services Agreement, services for Zoning Board Consulting.

PROJECT UNDERSTANDING:

Routinely the zoning board has required consulting and or professional engineering services of a basic general nature for addressing issues at the board meetings not specifically related to larger projects.

SCOPE OF SERVICES:

Tasks to be undertaken for “Basic Zoning Board Services” will typically include:

- Effort of technical staff to support zoning board engineering on issues not related to a major project including attendance at monthly meetings.

Assumptions – Efforts beyond this amount will be provided as additional service and will be requested and agreed to prior to commencing work. The budget will be reviewed quarterly with the zoning board chairman, building inspector.
December 21, 2018  
File: Planning Board

Douglas LaGrange, Supervisor  
Town of New Scotland  
2029 New Scotland Road  
Slingerlands, New York 12159

Reference:  
Task Order Request  
Planning Board Consulting  
Town of New Scotland, Albany County, New York  
Town Fund B 8020.41

Dear Supervisor LaGrange,

Stantec Consulting Services, Inc., (Stantec) is pleased to submit this Task Order Request in accordance with our Town Designated Engineer Master Services Agreement, services for Planning Board Consulting.

PROJECT UNDERSTANDING:

Routinely the planning board has required consulting and or professional engineering services of a basic general nature for addressing issues at the board meetings not specifically related to larger projects.

SCOPE OF SERVICES:

Tasks to be undertaken for “Basic Planning Board Services” will typically include:

➢ Effort of technical staff to support planning board engineering on issues not related to a major project including attendance at monthly meetings.

Assumptions – Efforts beyond this amount will be provided as additional service and will be requested and agreed to prior to commencing work. The budget will be reviewed quarterly with the planning board chairman, building inspector.

Design with community in mind
December 21, 2018
File: Highway Department

Douglas LaGrange, Supervisor
Town of New Scotland
2029 New Scotland Road
Slingerlands, New York 12159

Reference: Task Order Request
Highway Department Consulting Engineering - General Government Support
Town of New Scotland, Albany County, New York
Town Fund DB 5010.41

Dear Supervisor LaGrange,

Stantec Consulting Services, Inc., (Stantec) is pleased to submit this Task Order Request in accordance with our Town Designated Engineer Master Services Agreement, services for Highway Department Consulting.

PROJECT UNDERSTANDING:

Routinely the highway department has required consulting and or professional engineering services for a Permanent Improvements.

SCOPE OF SERVICES:

Tasks to be undertaken for “Highway Engineering Services” will typically include:

➢ Advice to highway superintendent on highway issues.
➢ Effort of technical staff to support highway department on roadway alignment, drainage, safety, signage, issues related to a major project.
➢ Effort of technical staff on bridge rehabilitation projects.

Assumptions – Highway Engineering Services include up to $5,000 per year. Efforts beyond this amount will be provided as additional service and will be requested and agreed to prior to commencing work. The budget will be reviewed monthly with the highway superintendent.
December 21, 2018
File: Highway Department

Douglas LaGrange, Supervisor
Town of New Scotland
2029 New Scotland Road
Slingerlands, New York 12159

Reference: Task Order Request
Highway Department Consulting Engineering - Permanent Improvements
Town of New Scotland, Albany County, New York
Town Fund DB 5112.41

Dear Supervisor LaGrange,

Stantec Consulting Services, Inc., (Stantec) is pleased to submit this Task Order Request in accordance with our Town Designated Engineer Master Services Agreement, services for Highway Department Consulting.

PROJECT UNDERSTANDING:

Routinely the highway department has required consulting and or professional engineering services for Permanent Improvements.

SCOPE OF SERVICES:

Tasks to be undertaken for “Highway Engineering Services” will typically include:

➤ Advice to highway superintendent on highway issues.

➤ Effort of technical staff to support highway department on roadway alignment, drainage, safety, signage, issues related to a major project.

➤ Effort of technical staff on bridge rehabilitation projects.

Assumptions – Highway Engineering Services include up to $5,000 per year. Efforts beyond this amount will be provided as additional service and will be requested and agreed to prior to commencing work. The budget will be reviewed monthly with the highway superintendent.

Design with community in mind
December 21, 2018
File: Clarksville Water District

Douglas LaGrange, Supervisor
Town of New Scotland
2029 New Scotland Road
Slingerlands, New York 12159

Reference: Task Order Request
Clarksville Water District – Transmission/Distribution
Town of New Scotland, Albany County, New York
Town Fund WC 8340.41

Dear Supervisor LaGrange,

Stantec Consulting Services, Inc., (Stantec) is pleased to submit this Task Order Request in accordance with our Town Designated Engineer Master Services Agreement, services for Clarksville Water District.

PROJECT UNDERSTANDING:

Routinely the Department of Public Works has required consulting and or professional engineering services of a basic general nature for the Clarksville Water District.

SCOPE OF SERVICES:

Tasks to be undertaken for basic DPW services for the Clarksville Water District:

- Advice to Commissioner of Public Works on district issues;
- Effort of technical staff to support DPW on district engineering, design, or construction issues;
- Effort of technical staff for development of GIS Data;

Assumptions:

- Basic water engineering services include up to $1,000 per year. Efforts beyond this will be provided as additional service and will be requested and agreed upon prior to commencing work.

Design with community in mind
December 21, 2018
File: Feura Bush Water District

Douglas LaGrange, Supervisor
Town of New Scotland
2029 New Scotland Road
Slingerlands, New York 12159

Reference: Task Order Request
Feura Bush Water District Engineering Services
Town of New Scotland, Albany County, New York
Town Fund WF 8340.41

Dear Supervisor LaGrange,

Stantec Consulting Services, Inc., (Stantec) is pleased to submit this Task Order Request in accordance with our Town Designated Engineer Master Services Agreement, services for Feura Bush Water District.

PROJECT UNDERSTANDING:

Routinely the Department of Public Works has required consulting and or professional engineering services of a basic general nature for the Feura Bush Water District.

SCOPE OF SERVICES:

Tasks to be undertaken for basic DPW services for the Feura Bush Water District:

- Advice to Commissioner of Public Works on district issues;
- Effort of technical staff to support DPW on district engineering, design or construction issues;
- Technical staff to determine district boundaries;
- Effort of technical staff for development of GIS Data;

Assumptions:

- Basic water engineering services include up to $2,000 per year. Efforts beyond this will be provided as additional service and will be requested and agreed upon prior to commencing work.

Design with community in mind
December 21, 2018  
File: Swift Road Water District  

Douglas LaGrange, Supervisor  
Town of New Scotland  
2029 New Scotland Road  
Slingerlands, New York 12159

Reference: Task Order Request  
Swift Road Consulting Engineering  
Town of New Scotland, Albany County, New York  
Town Fund WS 8340.41

Dear Supervisor LaGrange,

Stantec Consulting Services, Inc., (Stantec) is pleased to submit this Task Order Request in accordance with our Town Designated Engineer Master Services Agreement, services for Swift Road Water District.

PROJECT UNDERSTANDING:

Routinely the Department of Public Works has required consulting and or professional engineering services of a basic general nature for the Swift Road Water District.

SCOPE OF SERVICES:

Tasks to be undertaken for basic DPW services for the Swift Road Water District:

- Advice to Commissioner of Public Works on district issues;
- Effort of technical staff to support DPW on district engineering, design or construction issues;
- Effort of technical staff for Development of GIS Data;

Assumptions:

- Basic water engineering services include up to $1,000 per year. Efforts beyond this will be provided as additional service and will be requested and agreed upon prior to commencing work.

Design with community in mind
December 21, 2018
File: Heldervale Water District

Douglas LaGrange, Supervisor
Town of New Scotland
2029 New Scotland Road
Slingerlands, New York 12159

Reference: Task Order Request
Heldervale Water District Engineering Services
Town of New Scotland, Albany County, New York
Town Fund WH 8340.41

Dear Supervisor LaGrange,

Stantec Consulting Services, Inc., (Stantec) is pleased to submit this Task Order Request in accordance with our Town Designated Engineer Master Services Agreement, services for Heldervale Water District.

PROJECT UNDERSTANDING:

Routinely the Department of Public Works has required consulting and or professional engineering services of a basic general nature for the Heldervale Water District.

SCOPE OF SERVICES:

Tasks to be undertaken for basic DPW services for the Heldervale Water District:

➢ Advice to Commissioner of Public Works on district issues;
➢ Effort of technical staff to support DPW on district engineering, design or construction issues;
➢ Technical staff to determine district boundaries;
➢ Effort of technical staff for development of GIS Data;

Assumptions:

➢ Basic water engineering services include up to $2,000 this year. Efforts beyond this will be provided as additional service and will be requested and agreed upon prior to commencing work.

Design with community in mind
December 21, 2018
File: Heldervale Sewer District

**Douglas LaGrange, Supervisor**
Town of New Scotland
2029 New Scotland Road
Slingerlands, New York 12159

**Reference:** Task Order Request
Heldervale Sewer District Engineering Services
Town of New Scotland, Albany County, New York
Town Fund SS 8130.41

Dear Supervisor LaGrange,

Stantec Consulting Services, Inc., (Stantec) is pleased to submit this Task Order Request in accordance with our Town Designated Engineer Master Services Agreement, services for engineering services for Heldervale Sewer District.

**PROJECT UNDERSTANDING:**

Routinely the Department of Public Works has required consulting and or professional engineering services of a basic general nature for the Heldervale Sewer District.

**SCOPE OF SERVICES:**

Tasks to be undertaken for basic DPW services for the Heldervale Sewer District:

- Advice to Commissioner of Public Works on district issues;
- Effort of technical staff to support DPW on district engineering, design or construction issues;

**Assumptions:**

- Basic water engineering services include up to $1,000 per year. Efforts beyond this will be provided as additional service and will be requested and agreed upon prior to commencing work.
December 21, 2018
File: Phase II Stormwater

Douglas LaGrange, Supervisor
Town of New Scotland
2029 New Scotland Road
Slingerlands, New York 12159

Reference: Task Order Request
Phase II Stormwater – Year 2018
Town of New Scotland, Albany County, New York
Town Fund B 8140.41

Dear Supervisor LaGrange,

Stantec Consulting Services, Inc., (Stantec) is pleased to submit this Task Order Request in accordance with our Town Designated Engineer Master Services Agreement, services for Phase II Stormwater.

PROJECT UNDERSTANDING:

Phase II Stormwater task was established in support of assisting Town staff with ongoing coalition and permit requirements throughout the course of the year.

SCOPE OF SERVICES:

Tasks to be undertaken for "Basic Engineering Services" will typically include:

➢ Advice to Building Department and DPW.
➢ Assistance with continued development of Townwide Plan.
➢ Assistance with engineering issues involved with ongoing coalition efforts.
➢ Assistance with new permit and MCM1 - MCM6.

Assumptions - Basic General Engineering Services include up to $1,000.00 per year effort by technical staff including meetings. Efforts beyond this estimate will be provided as additional service and will be requested and agreed to by the Town.

Design with community in mind
<table>
<thead>
<tr>
<th>Account Description</th>
<th>Fee Description</th>
<th>Account#</th>
<th>Qty</th>
<th>Local Share</th>
<th>Sub-Total</th>
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</thead>
<tbody>
<tr>
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<td>A1255 Copies</td>
<td>A1255</td>
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<td>7.50</td>
<td>$7.50</td>
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<td>10.00</td>
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## Account Description | Fee Description | Account# | Qty | Local Share |
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| Other Public Safety Dept. | B1589 Other Public Safety Dept. | B1589 | 3   | 90.00 |

| Other Revenue | Transfer Station Permit | A2130 | 5   | 50.00 |

| SS2122 Hook Up Fee | SS2122 Hook Up Fee | SS2122 | 1   | 13,000.00 |

| TB0625 Engineering Trust | TB0625 Engineering Trust | TB0625 | 2   | 1,720.00 |

| TD2089 Park Land Reserves | TD2089 Park Land Reserves | TD2089 | 2   | 3,400.00 |

| TH2705 Neighbor Helping Neighbor | TH2705 Neighbor Helping Neighbor | TH2705 | 2   | 650.00 |

| Transportation Other Governments | A2300 Transportation Other Governments | A2300 | 2   | 436.60 |

| WAGERING FEES | Bell Jar Permits | A1255 | 1   | 10.00 |

| WH2144 Water Meter Purchase | WH2144 Water Meter Purchase | WH2144 | 2   | 720.00 |

|                      |                      |         |     | Sub-Total: $720.00 |

**Total Local Shares Remitted:** $44,991.95

**Total State, County & Local Revenues:** $45,540.16

**Total Non-Local Revenues:** $548.21

To the Supervisor:

Pursuant to Section 27, Sub 1, of the Town Law, I hereby certify that the foregoing is a full and true statement of all fees and monies received by me, Diane R. Deschenes, Town Clerk, Town of New Scotland during the period stated above, in connection with my office, excepting only such fees and monies, the application of which are otherwise provided for by law.

Supervisor: [Signature] 1/2/2019

Town Clerk: [Signature] 1/2/2019
<table>
<thead>
<tr>
<th>Account Description</th>
<th>Fee Description</th>
<th>Account#</th>
<th>Qty</th>
<th>Local Share</th>
</tr>
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<tbody>
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</table>

**Total Local Shares Remitted:** $4,832,838.65

Amount paid to:  
- NYS Ag. & Markets for spay/neuter program: 1,026.00  
- NYS Environmental Conservation: 9,501.53  
- State Comptroller for Games of Chance: 45.00  
- State Health Dept. For Marriage Licenses: 720.00

**Total State, County & Local Revenues:** $4,844,131.18

**Total Non-Local Revenues:** $11,292.53

To the Supervisor:  
Pursuant to Section 27, Sub 1, of the Town Law, I hereby certify that the foregoing is a full and true statement of all fees and monies received by me, Diane R. Deschenes, Town Clerk, Town of New Scotland during the period stated above, in connection with my office, excepting only such fees and monies, the application of which are otherwise provided for by law.

*Signature*

Date 1/2/19

**Town Clerk**

*Signature*

Date 1/2/19
TO THE SUPERVISOR OF THE TOWN OF NEW SCOTLAND, N. Y.

Pursuant to Section 27, Subd. 1 of the Town Law, I hereby make the following statement of all Fees and Moneys received by me during the month of December 2018 in connection with my office, excepting only such Fees and Moneys the application and payment of which are otherwise provided for by law.

<table>
<thead>
<tr>
<th>DATE</th>
<th>PAID BY</th>
<th>NATURE OF PAYMENT</th>
<th>AMOUNT</th>
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</thead>
<tbody>
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<td>12/12</td>
<td>New Corner Cemation + FH.</td>
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<td>12/20</td>
<td>New Corner Cemations + FH.</td>
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<td>12/26</td>
<td>Chris Blattner</td>
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<tr>
<td>2/31</td>
<td>Reilly + Son FH.</td>
<td>&quot;</td>
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TOTAL $190.00

STATE OF NEW YORK

COUNTY OF ALBANY

TOWN OF NEW SCOTLAND

Patricia Barber, Supervisor,

being duly sworn, says that she is the Clerk of such Town; that the foregoing is a full and true Statement of all Fees and Moneys received by her during the period specified, excepting only such Fees and Moneys the application and payment of which are otherwise provided for by law.

Sworn before me this 2nd day of January, 2019

RECEIPT OF SUPERVISOR

Total amount Fees Remitted to the Supervisor $190.00

RECEIVED PAYMENT

Dated 1-2-2019

Supervisor
December 7, 2018

New Scotland Town Board
Attention: Supervisor Douglas LaGrange
2029 New Scotland Road
Slingerlands, NY 12159

Dear Supervisor LaGrange and Members of the Town Board:

Per your request, the following is a summary of the cases that I have handled for November 2018.

STARTED: 70
(both Judges)

CLOSED: 67

Money collected: $8,650.00

If you would like more detail or further information, please do not hesitate to contact me or my Justice Court Clerk, Juli Turner.

Respectfully submitted,

Hon. Robert W. Johnson, Ill

RECEIVED
DEC 13 2018
January 2, 2019

New Scotland Town Board
Attention: Supervisor Douglas LaGrange
2029 New Scotland Road
Slingerlands, NY 12159

Dear Supervisor LaGrange and Members of the Town Board:

Per your request, the following is a summary of the cases that I have handled for **DECEMBER 2018**.

**STARTED:** 81
(both Judges)

**CLOSED:** 60

Money collected: **$6,301.00**

If you would like more detail or further information, please do not hesitate to contact me or my Justice Court Clerk, Juli Turner.

Respectfully submitted,

Hon. Robert W. Johnson, Ill
December 6, 2018

New Scotland Town Board
2029 New Scotland Road
Slingerlands, NY  12159

Dear Members of the Town Board:

Per your request, the following is a summary of the cases that I handled for the month of October 2018:

Started Cases – 100(Both Judges)
Closed Cases - 60

Money collected - $ 6007.00

Sincerely,

[Signature]
David J. Wukitsch
Town Justice
December 6, 2018

New Scotland Town Board
2029 New Scotland Road
Slingerlands, NY 12159

Dear Members of the Town Board:

Per your request, the following is a summary of the cases that I handled for the month of November 2018:

Started Cases – 70
Closed Cases - 60

Money collected - $6165.00

Very truly yours,

David J. Wukitsch
Town Justice

11 – Site Visits
10 - Construction inspections
4 - Violation notices sent.
7- Plan Reviews
2- Minor Subdivisions finished. One merger, one lot line adjustment.
8- Permits issued
11- C.O.’s issued
6- Escrow Vouchers processed
2-Applications submitted to ACPB
28- SW Construction site reports reviewed
2-New Foil Request
16-Meetings with applicants, agents, and town employees
2- Planning board meetings

Time out of the office during the month
2 day – Stormwater RFP update of Coalition Impervious Map and SW Program Cost- Revenue Analysis
1 day – Stormwater working group meeting- Town of Colonie

Items of Interest:

1) U.S. solar project received final approval 12/12/18.
2) 2 Separate violation notices sent to Tommells and their attorneys. Crystal and I are working with residents counsel. Violation on going.
3) Violation letter sent to Matthias Keib. Owner is in process of vacating lot. Waiting for schedule to remedy.
4) Violation notice sent to Mr. Hogan about change of light created a non-conformance. Violation corrected during month of December. To Date, 3 Violation notices sent to Hogan since law was enacted. 6 Phone calls with Hogan. 1 inspection done with Mark Dempf, 2 inspections done with Garrett Frueh, 6 inspections done myself. 2 notices and several emails and phone calls sent to Hornick. 12 corresponding emails with Town Attorney.

Jeremy Cramer
Building/Zoning Administrator
1- Fire safety inspections or follow-ups

9 - Site visits

43 - construction inspections

3 – Plan reviews

1– Fire call or follow-up

12 – Vacant houses being monitored (no change)

1/2 day - Training/ Nysboc meeting

Attended the ZBA meeting 12/18/18

Violations.

9 Game farm rd. and 64 Normanskill rd. - Farming activity on undersized lots. - Both have applications for a special use permit before the Planning board. (Still active)

Delaware Trp. Pond and a building constructed without required permits. Certified warning letter sent awaiting reply. (No response as of yet)

173 North Rd. - Truck repair being done in large accessory building and along with associated commercial parking without Town approvals. (Still active)

2107 Tarrytown Rd.- Cover all shed without a permit, possible commercial wood business, Industrial equipment and a large amount of split wood and logs on site. Meeting with the owner in my office. He agreed to come up with a plan to make the wood cutting use more in line with what would normally be associated with a rural single family lot, also he will apply for a permit for the shed (No plan received yet will follow up with the owner in the next few weeks if no plan is presented)

107 Normanskill and 44 New Salem so. - Chickens on an undersized lot. Violation notice sent. Both owners in for Special use permit applications and I expect both to be on the February agenda for the planning board.

15 Unionville Rd. - Collapsed foundation wall from storm damage several months ago. I was called by the fire department for an onsite structural inspection. Advised owners to install some bracing and a drainage ditch until repairs could be made. Insurance issues held up repairs. Repairs have now been done. Owner contacted, she will call for an inspection when she has time available during the day
34 New Scotland Ave. – Voorheesville housing senior apartments - Tenant complaint. Multiple issues, some not code related. Main concern was a non-working kitchen hood fan. It was obvious that there was bad blood between this tenant and landlord. The tenant had been requested to leave the complex and the landlord was afraid to have the building and grounds person work on this apartment. I arrange a time with the tenant and building and grounds person to repair the hood fan while I was on site. The work was complete and no other code violations where noted at this apartment unit. Complaint closed.

2681 New Scotland road - Complaint received of a yard full of appliances. Did a site visit and found many new appliances on site. Contacted the owners to find out what was going on. They are starting an appliance store in Selkirk and needed a temporary storage spot because there was an unexpected delay in moving into the store front. They said the bulk of the appliance would be removed within a week and the balance soon after that. As of the end of December most of the appliances where removed. I will follow up to make sure the rest are removed soon.

156 Maple rd. - Goats on an under size lot. Owner contacted and application for a special use permit was summited. Expect application to be on the February planning board agenda.
## Pay the Bills
### December 12, 2018

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### Prepays

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TOWN OF NEW SCOTLAND
January 9, 2019
2019 BUDGET MODIFICATIONS

Whereas, there is a need to provide additional funding for amounts made or to be made in excess of the appropriation provided in the adopted budget, the Town Board resolves to provide funding as follows:

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<th>CODE</th>
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<td>Storm Sewers/contract.</td>
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To appropriate money from Contingency to Storm Sewers/contractual for Stormwater Coalition fee over budget.

The Town Board hereby resolves, pursuant to authority in Town Law, section 112, to amend the Town’s 2019 budget as stated above.