TOWN OF NEW SCOTLAND
TOWN BOARD MEETING
February 13, 2019 - 7:00 PM
AGENDA

1. Call to Order  Mr. LaGrange

2. Pledge of Allegiance

3. Invitation to the General Public to Comment on Agenda Items: Please use the microphone available and state your name for the record  Mr. LaGrange

4. Approval of the Minutes of the Following:
   - December 12, 2018  Public Hearing Proposed Local Law C of 2018
   - January 9, 2019  Public Hearing Proposed Local Law B of 2018
   - January 9, 2019  Regular Town Board Meeting  Ms. Deschenes

5. Presentation by Mr. Alan Kowlowitz re: proposed Historical Preservation Law  Mr. Leinung  Attachment #1

6. Resolution permitting the Kiwanis Club of New Scotland Memorial Day Race access to the Albany County Rail Trail via parcel 73-4-1.2 off of Smith Lane  Mr. LaGrange

7. Discussion/Action re: Proposed Local Law amending cell tower law  Mr. LaGrange  Attachment #2

8. Discussion/Action re: Resolution Regarding Real Property Tax Payment Extension for Furloughed Federal Employees  Mr. LaGrange  Attachment #3

9. Discussion/Action re: Resolution Designating Swift Rd. Park as Park Permitting Dogs to be Walked Off-Leash During Certain Days/Times  Mr. LaGrange  Attachment #4

10. Discussion/Action re: Proposed Local Law A of 2019 Establishing a New Date for the First Meeting (Grievance Day) of the Board of Assessment Review  Mr. LaGrange  Attachment #5

11. Highway/Parks:
   - Resolution authorizing the advertisement for a second full-time Parks & Building Maintenance position  Mr. Guyer
   - Mohawk & Hudson River Humane Society 2019 Agreement  Attachment #6
   - Discussion/Action re: Highway Garage heating system
12. Engineering:
   - Authorize Supervisor to execute Town Designated Engineer 2019 Master Service Agreement with Barton & Loguidice Engineering
   - Stantec Engineering Task Order Requests
     - Highway Dept. Consulting, Administrative & Capital Outlay
     - Clarksville, Feura Bush, Swift Road, Heldervale Waters, Heldervale Sewer
     - Storm Sewers

13. Fire/Ambulance:
   - Onesquethaw Volunteer Fire Co. Membership request for David Reed Warren as an out-of-district Auxiliary Member
   - Review and approve the 2018 Service Award Program List for the Onesquethaw Fire District LOSAP
   - Review and approve the 2018 Service Award Program List for the New Salem Fire District LOSAP
   - Report re: Onesquethaw and New Salem Fire LOSAP programs review

14. Resolution appointing Lucas Weston as Member of the Board of Assessment Review for a term expiring 9/30/2023

15. Discussion/Action re: proposals for replacement of flooring at Community Center

16. Discussion re: Town Hall HVAC in front of building

17. Liaison Reports:

18. Departmental Monthly Reports:
   - Town Clerk, Jan 2019
   - Tax Collector, Jan 2019
   - Registrar, Jan 2019
   - Justice Johnson, Jan 2019
   - Justice Wukitsch, Dec 2018 & Jan 2019
   - Building Dept.
   - Code Enforcement

19. Pay the Bills

20. Approve any Budget Modifications

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

22. Adjourn
Historic Preservation Law Fact Sheet

Background and Purpose

The proposed law was developed by a committee of the New Scotland Historical Association (NSHA) that included broader representation of the Town and Village residents. It is partially based on Clifton Park’s Historic Preservation Commission and law but has been modified to fit the needs of the Village of Voorheesville and Town of New Scotland. The purpose of the law is to ensure that historic structures and sites in our communities are identified and preserved in such a way that enhance community character without impinging on property owners’ rights or requiring public expenditures.

Summary of Major Provisions

The law establishes an up to seven-member joint Commission of the Village and Town Historic Preservation Commission, with the Town appointing up to four members and the Village three. The Commission would serve in an advisory capacity to the Village and Town Boards, Planning Board and Commission, Zoning Board of Appeals and Building Departments on all matters affecting historic or potentially structures and sites. The Commission has the authority to conduct surveys of historic structures and sites as well as maintain an inventory of such resources. It could recommend actions to the respective boards and aid in the development of grants.

The law establishes a Village and Town Registry of Historic Places to be maintained by the Commission. The Registry will initially consist of all sites or structures in the Village and Town where historical markers exist, that are on the State or National Historic Register, and all designated Historic Districts. Designation on the Register is strictly a local honorary listing and an owner of property on the Historic Register has no restriction on the use, modification, or maintenance of the property.

The Law would require the Building Department’s to inform the Commission up to 30 days prior to issuing any demolition permit for a building or structure more than 70 years old, unless, the structure posed an imminent danger to health and safety. The Commission would evaluate and document the building or structure for historic or architectural significance during the 30-day notice period prior to issuance of any such demolition permit and may request an additional 14 days to complete its review.

The Commission is also tasked with submitting within one year of its establishment, a report to the governing Boards on a proposal for establishing historic preservation easement and historic preservation zoning within the Town and Village.
FAQs

Will the adoption of this law entail expenditures by the Town and Village? No, nothing in the law obliges the Town or Village to expend public funds on behalf of the Commission or in support of historic preservation.

What criteria will be used to add new structures and sites to the Registry of Historic Place? The law lists the following three criteria for inclusion on the Registry:

1. Is associated with persons or events that have made a significant contribution to Town or Village history or is identified with a historic personage; or
2. Embodies distinctive characteristics of a type, period, or method of construction, or that represents the work of a master, or that possesses high artistic values or that represent a significant and distinguishable entity whose components may lack individual distinction; or
3. Has yielded or may be likely to yield, information on prehistory or history.

How will a listing on the Registry impact property owners? Listing on the Village and Town Registry will have no impact on a property owner. In fact, listing on the State or National Historic Registry do not has an impact on what property owners can do on their property.

Does the law contain or anticipate historic preservation zoning and/or historic preservation easement? No, the law does not contain such zoning or easements. The Commission is tasked at looking at such historic preservation tools and reporting back to Village and Town boards.

Could the Commission prevent the issuance of a demolition permit? No, the Commission’s role is strictly advisory. However, the Commission could recommend to the Building Department modifications to the permit, request a delay in its issuance, or that a permit not be issued. The Commission also would document structures of historic value that cannot be saved.

How can a joint Commission be established between two separate governments? The law is structured so that each entity would pass their own version with minor modifications. However, the establishment of the Commission and even the passage of the law will require a high degree of coordination between the two governments.

If you have any other questions or concerns please contact:

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Historic Preservation Law

Section 1. Title.
This local law shall be known and may be cited as the [Village of Voorheesville/Town of New Scotland] Historic Preservation Law.

Section 2. Purpose.

The [Village Board of Trustees/Town Board] finds that there exist within the [Village/Town] places, sites, structures and buildings of historic or architectural significance, antiquity, and uniqueness that should be protected and preserved to maintain the character of the [Village/Town], to contribute to the aesthetic value of the [Village/Town] and to promote the general good, welfare, health and safety of the [Village/Town] and its residents. This law is intended to:

(a) foster public knowledge, understanding, and appreciation in the beauty and character of the [Village/Town] and in the accomplishments of its past;
(b) ensure the harmonious, orderly, and efficient growth and development of the [Village/Town];
(c) enhance the visual character of the [Village/Town] by encouraging new design and construction that complements its historic buildings;
(d) protect and promote the economic benefits of historic preservation to the [Village/Town], its inhabitants and visitors;
(e) protect and enhance property values in the [Village/Town];
(f) promote and encourage continued private ownership and stewardship of historic structures;
(g) identify as early as possible and resolve conflicts between the preservation of historic landmarks/districts and alternative land uses;
(h) conserve valuable material and energy resources by ongoing use and maintenance of the existing built environment; and
(i) foster cooperation between the Village of Voorheesville and Town of New Scotland in achieving the shared goals detailed above.

Section 3. Definitions

As used in this local law, the following words and phrases have the following meaning:

COMMISSION — The joint Historic Preservation Commission of the Village of Voorheesville and Town of New Scotland
HISTORIC DISTRICT — A district that possesses a significant concentration, linkage, or continuity of sites, buildings, structures, or objects united historically or aesthetically by plan or physical development and has been recognized as such by federal, New York State or local government entities with the authority to designate such a district.
HISTORIC PRESERVATION — The identification, study, documentation, protection, acquisition, restoration, rehabilitation, management, maintenance and use of buildings, structures, objects,
sites and historic districts, significant in the history, architecture, or culture of the Village of Voorheesville, Town of New Scotland, the State of New York or the United States.

HISTORIC PROPERTY — Any building, structure, object, site or district that is of significance in the history, architecture, archeology, or culture of the Town of New Scotland, Village of Voorheesville, the State of New York, or the United States. Listed below, but not limited to these categories, are examples of historic properties:

(a) Buildings:
   i. Administration building
   ii. Carriage house
   iii. Church
   iv. City or town hall
   v. Courthouse
   vi. Detached kitchen, barn, or privy
   vii. Dormitory
   viii. Fort
   ix. Garage
   x. Hotel
   xi. House
   xii. Library
   xiii. Mill building
   xiv. Office building
   xv. Post office
   xvi. School
   xvii. Shed
   xviii. Social hall
   xix. Stable
   xx. Store
   xxi. Theater
   xxii. Train station

(b) Structures:
   i. Aircraft
   ii. Apiary
   iii. Automobile
   iv. Bandstand
   v. Boats and ships
   vi. Bridge
   vii. Cairn
   viii. Canal
   ix. Carousel
   x. Corncrib
   xi. Dam
   xii. Earthwork
   xiii. Fence
xiv. Gazebo
xv. Grain elevator
xvi. Highway
xvii. Irrigation system
xviii. Kiln
xix. Lighthouse
xx. Railroad grade
xxi. Silo
xxii. Trolley car
xxiii. Tunnel
xxiv. Windmill

(c) Objects:
   i. Boundary marker
   ii. Fountain
   iii. Milepost
   iv. Monument
   v. Sculpture
   vi. Statuary

(d) Examples of sites include:
   i. Archeological site
   ii. Battlefield
   iii. Campsite
   iv. Cemeteries significant for information potential or historic association
   v. Ceremonial site
   vi. Designed landscape
   vii. Habitation site
   viii. Natural feature (such as a rock formation) having cultural significance
   ix. Petroglyph
   x. Rock carving
   xi. Rock shelter
   xii. Ruins of a building structure
   xiii. Shipwreck
   xiv. Trail
   xv. Village site

(e) Examples of districts include:
   i. Business districts
   ii. Canal system
   iii. College campuses

PLANNING BOARD — The Town of New Scotland Planning Board
Section 4. Historic Preservation Commission.
There is hereby created a joint Commission of the Village and Town to be known as the Historic Preservation Commission.

(a) Membership: The commission shall consist of up to seven appointed members and the official Historians of the Village and Town who will each serve as ex officio members of the Commission.

(b) Appointments: The Town Board shall appoint four members that are to the extent practicable representative of the various districts and communities in the Town outside of the Village of Voorheesville, and the Village Board shall appoint three members of the Commission who are residents of the Village.

(c) Term of Office: Commission members may be appointed for one-, two-, or three-year terms as determined by the appointing Board.

(d) Qualifications and Criteria: All Commission members shall have a known interest in historic preservation or planning within the Village and/or Town. In addition, and to the extent possible, Commission members shall have one of the following qualifications or professional backgrounds: architect, historian, licensed real estate broker, attorney, resident of an historic district, or a demonstrated significant interest in and commitment to the field of historic preservation evidenced by involvement in a local historic preservation group, employment or volunteer activity in the field of historic preservation or other serious interest in the field.

(e) Members shall not be affiliated with the same professional office, and shall not be related by marriage or immediate family members.

(f) Chairperson: The Chairperson of the Commission shall be appointed jointly by the Town and Village Boards for a one-year term. In the absence of an appointment by the governing Boards, the Chairperson of the Commission shall be designated by an affirmative vote of the full Commission and will serve until such time as the governing Boards’ appointment is made.

(g) Conduct of Meetings: Commission meetings shall be conducted in compliance with the New York State Open Meetings Law (NYS Public Officers Law, Article 7).

(g) Quorum: A simple majority of the Commission members shall constitute a quorum for the transaction of business. An affirmative majority vote of the full Commission is required to approve any resolution, motion or other matter before the Commission.
(h) Meetings: The Commission shall meet at least bi-monthly, but meetings may be held at any time on the written request of any two Commission members or on the call of the Chairperson of the Commission or the Chairperson of the Planning Board or Planning Commission.

(i) Committees: The Commission may establish permanent or ad hoc committees consisting of no less than three current members of the Commission for assignments assigned to it by the full Commission. Committees may invite subject area experts as needed to attend Committee meetings.

(j) Powers, Duties and Responsibilities: The Commission shall be an advisory body to Village and Town governments unless otherwise indicated in this law. All Village and Town departments shall, upon request of the Commission, assist and furnish as far as practicable available permits, plans, reports, maps and statistical and other information that the Commission may require for its work. All documents provided to the Commission will be handled with the same level of sensitivity and confidentiality as the providing department and as required by applicable State and local laws. The Commission duties and responsibilities shall include:

1. Making recommendations to the Village and Town Boards for their consideration and approval so that it may employ staff and professional consultants as necessary to aid the Commission in carrying out its duties.
2. Promulgating rules as necessary for the conduct of its business. Any such rules are subject to the approval of the Town and Village Boards.
3. Conducting or causing the conduct of surveys of significant historic buildings, structures, objects and districts within the Town and Village.
4. Maintaining an inventory of locally-designated historic resources or districts within the Village and Town and publicizing the inventory.
5. Recommending to the Town and Village Boards certain criteria for selection of historic buildings, structures, objects, sites and historic districts in the Town and Village to be placed on the Register of Historic Places (see Sec. 5), State Register, Federal Register.
6. Recommending to the Village and Town Boards those areas of the Town or Village that should be designated as a Historic District.
7. Increasing public awareness of the value of preserving historic buildings, structures, objects and sites by developing and participating in public education programs, conducting preservation workshops, and providing technical assistance and guidance to owners of historic properties.
8. Making recommendations to the Village and Town governments concerning the utilization of state, federal or private funds to promote the preservation of historic buildings, structures, objects and sites within the Village and Town.
9. Recommending actions to the Town and Village Boards that are essential to the preservation of historic buildings, structures, objects and sites by the Town and/or Village government when preservation is essential to the purposes of this law and when private preservation is not feasible.
10. Serving in an advisory capacity to the Village and Town Boards, Planning Board and Commission, Zoning Board of Appeals and Building Department on all matters that affect designated Register properties or historic districts. In its capacity to advise the
Village and Town Boards and the Planning Board and Planning Commission, the Commission will perform the following.

a. Offer comments to assist when new projects, developments or building additions are proposed for registered properties or for properties within a Historic District.

b. Review the agendas of the above mentioned bodies and submit recommendations (when warranted) on potential impacts to historic sites to them by their next meeting or as soon as practicable.

11. Submitting within one year of its establishment, a report to the governing Boards on a proposal for establishing historic preservation easement and historic preservation zoning within the Town and Village.

12. Performing other functions that the (Village/Town) Boards may designate by local law.

Section 5. Registry of Historic Places.

This section establishes a Village and Town Registry of Historic Places. The Registry will initially consist of all sites in the Village and Town where historical markers exist, all structures previously placed on the State or National Historic Register, and all designated Historic Districts.

(a) Additions to this Registry will include structures, objects, sites and historic districts deemed by the Commission to be of significant historic value.

(b) The Commission may recommend, for designation by the Village or Town Board, a building, structure, object, historic district or site for the Register if it:

1. Is associated with persons or events that have made a significant contribution to Town or Village history; or is identified with a historic personage; or

2. Embodies distinctive characteristics of a type, period, or method of construction, or that represents the work of a master, or that possesses high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or

3. Has yielded or may be likely to yield, information on prehistory or history.

(c) Designation on the Village and Town Register of Historic Places is strictly a local honorary listing. Properties placed on the Register are given only Town and Village historic recognition. An owner of property on the Historic Register has no restriction on the use or maintenance of the property as a result of this designation.

(d) Each site or Historic District added to the Town and Village Register of Historic Places will be eligible to receive an historic road marker or plaque acknowledging its history and placement on the Register as determined by the appropriate historical association or society.

Section 6 Demolition of any building or structure more than 70 years old.

(a) Prior to issuing any demolition permit on a building or structure more than 70 years old, the Village or Town Building Department shall notify the Historic Preservation Commission, by
providing up to 30 days' written notice to the Chair or designee of the Commission, identifying the building or structure for which such permit is sought by address and name of owner or owners, unless, in the opinion of the Building Department, the structure poses an imminent danger to health and safety.

(b) The Commission shall evaluate and document the building or structure for historic or architectural significance appropriately, as may be necessary, during the 30-day notice period prior to issuance of any such demolition permit.

(c) The Commission may request an additional 14 days to evaluate and document such significant structures in cases where extensive research is required, which may be granted by the sole discretion of the Building Department.

(d) In the event that the Building Department has received no comment from the Historic Preservation Commission within 30 days after such notification, the Building Department may issue the requested permit for demolition.

Section 7. Cooperation of (Village/Town Departments)

All Village and Town departments shall, upon request of the Commission, assist and furnish available permits, plans, reports, maps and statistical and other information which the Commission may require for its work.
Summary of Proposed FCC Small Cell Order

Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment; Declaratory Ruling and Third Report and Order; WT Docket No. 17-79; WC Docket No. 17-84

Prepared in collaboration with Mark Del Bianco, Principal, Law Office of Mark C. Del Bianco

DISCLAIMER: This document is intended to be a tool for education and information. It offers a summary of the proposed FCC order. This document is not intended to provide legal advice, or to be a legal analysis or a comprehensive list of all potential outcomes of this order. We offer this information for reference purposes only, as a starting point for analysis by interested parties.

The FCC recently released the text of an order in its ongoing proceeding to streamline the rollout of infrastructure for broadband services, including small cells for 5G wireless service.[i] The FCC is proposing to adopt this Order at its September 26 meeting. While there could be differences between these proposed rules and those adopted at the meeting, that is unlikely. If there are important changes, NCC will provide an update.

This summary addresses the effect of the Order on the issues of most importance to NCC members that have or are considering enacting small cell ordinances, or have or will be negotiating agreements with carriers or infrastructure providers such as Mobilitie or Crown Castle.

The Order has two parts: (1) an new set of regulations (the "Rules") that govern shot clocks and other limited aspects of the rollout of small wireless facilities (a/k/a "small cells") and (2) a Declaratory Ruling that does not enact any new regulations but is the FCC’s interpretation of how the provisions of Section 253 and 332(c)(7) of the Communications Act that limit state or local regulations that "effectively prohibit" the provision of wireless services should be applied.[ii] The Declaratory Ruling portion of the Order adopts the position that a state or local government need only "materially inhibit" a particular small wireless facility deployment in order for its action to constitute an "effective prohibition" under Section 253 or 332(c)(7). Based on this conclusion, the Declaratory Ruling provides guidance on fees local governments may charge and on how they may regulate ancillary rollout issues such as tower spacing, equipment design and other aesthetic concerns. In lay terms, this means the FCC is making it easier for private companies to take local governments to court if they believe municipal policies are effectively prohibiting network investment.
Key Takeaways from the Order

- The Order is a blatant effort by the FCC to strengthen the hand of carriers in negotiations with local governments over small cell deployment and to limit the ability of local governments to negotiate in the public interest around small cells.

- The good news is that the FCC has left local governments with some power and flexibility to enact reasonable regulations governing small cell deployments. With the right approach and partner, local governments have a higher hill to climb but can still negotiate win-win outcomes that benefit carriers while addressing citizens' concerns.

- Local governments should immediately take proactive steps to maintain their leverage in possible negotiations with carriers.

- Local governments should move expeditiously to enact zoning and other regulations to address issues of importance to their community. These may include application processing cost recovery, antenna design, location and spacing, additional pole and equipment aesthetic requirements, and other factors of local concern.

- In particular, setting out and standardizing aesthetic requirements, including pre-approval of antenna, equipment cabinet and street furniture designs where appropriate, will make it easier for local governments to process applications reasonably expeditiously and to defend challenged siting decisions or failures to meet shot clock deadlines.

Key Issues for Members

What types of facilities does the Order apply to?

The Order applies to all types of facilities used to provide wireless services. There are specific shot clock and other rules that govern certain small wireless facilities, i.e., those less than 50 feet tall and on which the antenna size is less than 3 cubic feet.

What happens if a local government already has an agreement with a carrier or infrastructure provider that covers small wireless facilities?

- The FCC did not address whether existing agreements are preempted by the Order. While existing agreements were not explicitly grandfathered, there is no obvious means of voiding them. The result is that local governments should be able to keep existing agreements.

- In order to preempt existing agreements involving private parties, the FCC would have to make certain findings that doing so was in the public interest. It did not do so in the Order.

- Further evidence that the FCC did not intend to preempt existing agreements is its expressed intent in the Order to facilitate "mutually agreed solutions."
• Any attempt to preempt an existing agreement would require the carrier to file a lawsuit against the municipality, which seems very unlikely.
• Even if a carrier filed a case, we do not believe it would be able to convince a court to void a freely negotiated commercial agreement.

Going forward, can a local government negotiate new agreements with carriers or infrastructure providers? If so, are there issues that cannot be addressed in an agreement?

• Yes, local governments can still negotiate with carriers and infrastructure providers. Nothing in the Order preempts local governments’ ability to negotiate future agreements in order to provide a mutually acceptable process for deployment of small cells.[iii] However, the Rules and presumptions created by the Order give carriers more leverage when negotiating with local governments and reduce the ability of local governments to enact regulations that achieve desirable outcomes when carriers are unwilling to engage in good faith negotiations, or to negotiate at all.
• The Declaratory Ruling provides guidance on some parameters of the deployment of small cells, including such factors as the cost, aesthetic requirements and location, but it does not prohibit local governments or carriers from reaching their own arrangements on these or any other factors. This means that if a local government wants to follow the Lincoln model of offering very rapid permitting in return for fees higher than the FCC sets, it may still do so.

Are there limits on the amounts that local governments can charge for small cell application and use fees?

• There is a presumed safe harbor for application and use fees, but no specific cap on fees.
• The safe harbor amounts are (a) $500 for a single up-front application that includes up to five Small Wireless Facilities, with an additional $100 for each Small Wireless Facility beyond five, and (b) $270 per Small Wireless Facility per year for all recurring fees, including any possible ROW access fee or fee for attachment to municipally-owned structures in the ROW.
• The FCC views these amounts as safe harbors because it believes they are low enough that no carrier would challenge them if they were imposed unilaterally in a local government’s regulations.
• Nothing in the Order prevents a local government from charging higher fees. However, under the FCC’s framework, if a carrier files a lawsuit challenging the fees imposed by a local government, the burden would be on the local government to demonstrate that the amount is a reasonable approximation of its costs and that its costs are reasonable.
• The FCC did not specify a methodology for calculating cost, or what expenses could be included.
• We believe that the revenue-reducing effect of a cost-based methodology will be much greater for usage fees than for application fees, because usage fees are recurring.
Can a local government require in-kind contributions or set application or use fees at levels to achieve social goals such as closing the digital divide?

- If a court were to accept the FCC conclusion that fees must be cost-based, local governments would not be able to require in-kind contributions or set application or usage fees above cost.
- Local governments can still negotiate agreements containing provisions for non-cost-based fees (as San Jose and Honolulu did), but the Order attempts to remove most of a local government's negotiating leverage on these issues, so there will now be little incentive for a provider to agree to do so.

What are the new application shot clocks?

- The Rules create four new shot clocks:
  - Collocation of small wireless facilities: Local government has 60 days to act upon an application.
  - Collocation of facilities other than small wireless facilities: 90 days.
  - Construction of new small wireless facilities: 90 days.
  - Construction of new facilities other than small wireless facilities: 150 days.
- The Rules also provide for the pausing of the shot clock when a local government determines that an application is incomplete. In order to prevent last minute “pausing” of the shot clock by local governments, an incompleteness determination must be made by the 30th day after an application is filed, and within 10 days after resubmission if a re-submitted application is still incomplete.

What is the legal effect of the new shot clocks?

- The shot clock deadlines have no direct legal effect.
- If an application is not acted on within the deadline, nothing happens unless a carrier either commences a formal complaint proceeding at the FCC or files a case in state or federal court. In either case, the carrier would have to demonstrate that the failure to act on the application amounts to an "effective prohibition" on wireless service under Section 253 or 332.
- Either process will take months, perhaps years.
- The Order recognizes that the shot clock is only a presumption, and that local governments have the ability to demonstrate to a court that the delay is reasonable under the circumstances.
- If a court finds that a shot clock violation is an effective prohibition, it will most likely order the local government simply to make a decision by a specific date in the near future; a court is very unlikely to order a local government to grant a specific application.
- We believe that carriers prefer certainty and rather than litigate over a few shot clock violations will be willing to negotiate a reasonable time for guaranteed local government action on applications.
Do different shot clock deadlines apply when multiple applications are filed at the same time (batched)?

- No.
- However, the FCC acknowledged that batched applications could strain local governments’ resources and potentially justify a failure to meet shot clock deadlines.[iv]
- We believe that in any carrier lawsuit that was based on a failure to meet the shot clock deadlines on a large batch of applications, a court would be very sympathetic to a local government’s argument that the batch application had caused a legitimate overload on its permitting resources.

What types of local government permits/authorizations do the new shot clocks apply to?

- The Rule applies to any request for authorization to place, construct, or modify wireless service facilities, including a zoning permit, a building permit, an electrical permit, a road closure permit, and an architectural or engineering permit.
- The Order does not specify whether or how the shot clocks apply to requests to use light poles and other government facilities, whether located in or outside the right of way.

May a local government still take aesthetics into account in its small cell zoning regulations?

- Yes.
- Aesthetic requirements must be reasonable, no more burdensome than those applied to similar types of infrastructure deployments (e.g., equipment cabinet size and color requirements would need to be similar to those for telco or cable company cabinets), and published in advance.[v]

May a local government require minimum spacing between small wireless facilities?

- Yes. The Order considers spacing requirements to be a subset of aesthetics requirements, and thus subject to same standard.
- The Order gives no guidance on what might be a reasonable spacing distance.

What if a local government has an undergrounding requirement for all utilities?

- Regulations requiring all utility facilities (including antennas) to be placed underground would effectively prohibit wireless services because antennas have to be placed above ground in order to function.
- Regulations requiring all wireless equipment other than antennas to be placed underground would be permissible, so long as they are applied on a non-discriminatory basis to other service providers, e.g. telco and cable companies.
- It is not clear what sorts of poles or other above ground antenna facilities a local government would have to allow access to in order to avoid being considered “effectively prohibiting wireless service.”
**Bottom Line**

- The order significantly diminishes local decision making, but does not eliminate it.
- Local governments cannot say no to all small cell antennas within specific neighborhoods or other areas of their communities.
- Local governments can charge more than the recommended permitting fees and annual fees, but may have to show how the fees correlate with the local government's cost for managing the permitting and right of way.
- The order decreases a community's capacity to receive recompense for the use of their right of way that is in excess of the cost of managing that right of way.
- Local governments that are prepared by proactively putting in place policies and procedures will be able to retain some local control.
- If you have an existing agreement, we believe it will be hard for a vendor to justify a request to change that agreement and it seems unlikely that the courts would side with them.
- There will very likely be court challenges to this order.

**Important Tips and Action Steps**

- **ANTENNA PLACEMENT** - you cannot say no to any antennas on poles in an area. However, you can say no to a specific placement as long as there is a reasonable alternative.
- **UNDERGROUND** - you cannot require that all of this infrastructure be placed underground, but you may be able to require that all but the antenna be placed underground. However, if you are planning to do so, you must do so for ALL utilities and you must have an ordinance in place.
- **STREET FURNITURE** - you can require that street furniture have a certain aesthetic and a setback from the street (for both aesthetic and public safety reasons, such as to prevent loss of parking due to inability to open car doors). You must have an ordinance in place that applies to ALL utilities in the local government's right of way.
- **SHROUDING** - You can require a certain aesthetic for certain neighborhoods and certain types of poles. If these requirements are in place in advance of a carrier approaching you, you are less likely to experience push back and your position will be more defensible if challenged in court.
- **PERMITTING** - The time to revise and organize your permitting process is now. If your permitting process includes a plan to adhere to the shot clocks in the order, you will more likely be able to meet them.
- **SHOT CLOCK DEADLINES** - The deadlines may be difficult to meet, but there is NO DEEMED GRANTED provision in this order. Batch permitting may be particularly problematic for local governments as the scope of such requests can overwhelm a permitting department, but if you work in good faith, keep the carrier updated, and are still unable to meet the deadline, it is likely the carrier will work with you. If instead they take you to court, your due diligence and proactive efforts will work in your favor.
- **APPLICATION COSTS** - The costs listed in the order are for guidance. If you stay at or below them, your fees very likely will not be challenged in court. However, you can charge more if you have evidence that your costs are higher. Including your engineering costs, permitting staff costs, and post-installation
inspection costs may justify a higher application fee. If those costs are reasonable, the fee is unlikely to be challenged and if challenged, will likely be upheld even under the FCC’s test.

- **ANNUAL ROW FEE** - If at or below the cost specified by the order ($270/year), this fee will very likely be unchallenged by carriers. If higher, a court may require the local government to justify the fee as being directly related to cost.

- **NEGOTIATING** - Remember that one of the single most valuable characteristics of your permitting from the carrier perspective is predictability. If you can give a high degree of certainty that permits will be finished in a predictable manner, carriers will be much more willing to negotiate for higher fees or more public interest requirements than those set by the FCC.
Endnotes

[i] Accelerating Wireline Broadband Deployment by Removing Barriers to Infrastructure Investment, Declaratory Ruling and Third Report and Order, WT Docket No. 17-79; WC Docket No. 17-84 (the "Order").

[ii] Section 253(a) provides that “[n]o State or local statute or regulation, or other State or local legal requirement, may prohibit or have the effect of prohibiting the ability of any entity to provide any interstate or intrastate telecommunications service." Section 332(c)(7) provides that “[t]he regulation of the placement, construction, and modification of personal wireless service facilities by any State or local government or instrumentality thereof—(I) shall not unreasonably discriminate among providers of functionally equivalent services; and (II) shall not prohibit or have the effect of prohibiting the provision of personal wireless services.”

[iii] However, parts of the Declaratory Ruling and even the proposed Rules acknowledge the ability of local governments and carriers to negotiate outcomes different from those envisioned in the Declaratory Ruling. For example, with regard to proposals to allow local governments to implement best practices or an informal dispute resolution process, the FCC stated "Although we do not at this time adopt these proposals, we note that the steps taken in this order are intended to facilitate cooperation between parties to reach mutually agreed upon solutions. For example, as explained below, mutual agreement between the parties will toll the running of the shot clock period, thereby allowing parties to resolve disagreements in a collaborative, instead of an adversarial, setting." Order, ¶ 127. That reference is to proposed 47 C.F.R. § 1.6003(d), which allows local governments and carriers to agree to toll (i.e., lengthen) the shot clock period for any type of wireless facility. Similarly, nothing in the Declaratory Ruling prohibits local governments from reaching agreements with carriers and infrastructure providers that contain provisions fleshing out (or even departing from) the broad FCC guidelines on cost, aesthetic requirements, antenna location and other factors.

[iv] The FCC noted that under its “approach, in extraordinary cases, a siting authority, as discussed below, can rebut the presumption of reasonableness of the applicable shot clock period where a batch application causes legitimate overload on the siting authority’s resources. Thus, contrary to some localities’ arguments, our approach provides for a certain degree of flexibility to account for exceptional circumstances.

* * *

The siting authority then will have an opportunity to rebut the presumption of effective prohibition by demonstrating that the failure to act was reasonable under the circumstances and, therefore, did not materially limit or inhibit the applicant from introducing new services or improving existing services. Order, ¶¶ 110-112.

[v] The Order’s discussion of the first two factors is brief and provides little guidance: [A]esthetic requirements that are reasonable in that they are reasonably directed to avoiding or remedying the intangible public harm of unsightly or out-of-character deployments are also permissible. In assessing whether this standard has been met, aesthetic requirements that are more burdensome than those the state or locality applies to similar infrastructure deployments are not permissible, because such discriminatory application evidences that the requirements are not, in fact, reasonable and directed at remedying the impact of the wireless infrastructure deployment. Order, ¶ 84.
Town of New Scotland

Local Law _ of the year of 2019

A Local Law amending Local Law No. 6 of the year of 2004 of the Town of New Scotland to establish special regulations regarding small scale cell technology.

Be it enacted by the Town Board of the Town of New Scotland the following:

SECTION I. Purpose, Intent and Findings

While the existing wireless infrastructure in the U.S. was erected primarily using macro cells with relatively large antennas and towers, wireless networks increasingly have required the deployment of small cell systems to support increased usage and capacity. In response to this demand, the Federal Communications Commission (FCC) has issued a Declaratory Ruling and Third Report and Order addressing the extent to which state and local municipalities can regulate the deployment of small cell systems in public right of ways. While local municipalities are pre-empted from prohibiting the deployment of small cell systems in public rights-of-way, the Order permits local municipalities to adopt aesthetic guidelines to ensure that the design, appearance, and other features of buildings and structures are compatible with nearby land uses; (2) manage right of ways so as to ensure traffic safety and coordinate various uses; and (3) protect the integrity of their historic, cultural, and scenic resources and their citizens’ quality of life. In its adoption of this law, Town of New Scotland desires to encourage wireless infrastructure investment by providing a fair and predictable process for the deployment of small wireless facilities, while enabling the Town to promote the management of its rights-of-way in the overall interests of the public health, safety and welfare.

SECTION II. AMENDMENT TO THE WIRELESS TELECOMMUNICATIONS FACILITIES SITING LAW FOR THE TOWN OF NEW SCOTLAND

Local Law No. 6 for the year of 2004 is hereby amended by adding the following:

Section 4. Definitions

1. “Accessory Structure” means any accessory facility or structure serving or being used in conjunction with the Wireless Telecommunications Facilities or Small Cell Wireless Facilities or Microcell Wireless Facilities, including but not limited to, utility or transmission equipment storage sheds or cabinets, tanks, and generators.

2. “Applicant” means any Wireless service provider submitting an Application for a Special Use Permit Wireless Telecommunications Facilities or Site Plan for Small Cell Wireless Facilities or Microcell Wireless Facilities.

3. “Application” means all necessary and appropriate documentation that an Applicant submits in order to receive a Special Use Permit for Wireless Telecommunications Facilities or Site Plan for Small Cell Wireless Facilities or Microcell Wireless Facilities.

23. “Stealth” or “Stealth Technology” means minimizing adverse aesthetic and visual impacts on the land, property, buildings, and other facilities adjacent to, surrounding, and in generally the same area as the requested location of such Wireless Telecommunications Facilities or Small Cell Wireless Facilities or Microcell Wireless Facilities, by using the least visually and physically intrusive facility that is not technologically or commercially impracticable under the facts and circumstances.
26. “Telecommunications Structure” means a structure used in the provision of services described in the definition of ‘Wireless Telecommunications Facilities’ or ‘Small Cell Wireless Facilities or Microcell Wireless Facilities.’

36. “Small Cell Wireless Facilities” or “Microcell Wireless Facilities” means and includes facilities that meet the following conditions:
   (1) The facilities—
   (i) are mounted on structures 50 feet or less in height including their antennas as defined in section 1.1320(d), or
   (ii) are mounted on structures no more than 10 percent taller than other adjacent structures, or
   (iii) do not extend existing structures on which they are located to a height of more than 50 feet or by more than 10 percent, whichever is greater;
   (2) Each antenna associated with the deployment, excluding associated antenna equipment is no more than three cubic feet in volume;
   (3) All other wireless equipment associated with the structure, including the wireless equipment associated with the antenna and any pre-existing associated equipment on the structure, is no more than 28 cubic feet in volume;
   (4) The facilities do not require antenna structure registration under part 17 of this chapter; and
   (6) The facilities do not result in human exposure to radiofrequency radiation in excess of the applicable safety standards specified in section 1.1307(b).

37. “Site Plan” means the official document or permit by which an Applicant is allowed to construct and use Small Cell Wireless Facilities or Microcell Wireless Facilities as granted or issued by the Town.

ROW access fees are recurring charges that are assessed, in some instances, to compensate a state or locality for a Small Wireless Facility’s access to the ROW, which includes the area on, below, or above a public roadway, highway, street, sidewalk, alley, utility easement, or similar property (including when such property is government-owned).

SECTION 23-A: SITE PLAN APPLICATIONS AND REQUIREMENTS FOR SMALL CELL WIRELESS FACILITIES AND MICROCELL WIRELESS FACILITIES.

I. Location of Small Cell Wireless Facilities or Microcell Wireless Facilities and Zones of Permitted Use.

Small Cell Wireless Facilities or Microcell Wireless Facilities are permitted in all public rights of way and in all zones.

II. Site Plan Application and Other Requirements

No Person shall be permitted to site, place, build, construct, modify or prepare any site for placement or use of any small cell or microcell wireless facility as of the effective date of this Local Law without having first obtained a Site Plan approval from the Town of New Scotland Planning Board.

A. All Applicants for Site Plan approval for small cell or Microcell Wireless Facilities or any modification of such facility shall comply with the requirements set forth in this section.
The Planning Board Planning Board is the officially designated agency or body of the Town to whom applications for Site Plan approval of Small Cell Wireless Facilities or microcell wireless facility must be made, and that is authorized to review, analyze, evaluate and make decisions with respect to granting or not granting, re-certifying or not re-certifying, or revoking site plan approval. The Planning Board may at its discretion designate other official agencies of the Town or engage consultants to review, analyze, evaluate and make recommendations to the Planning Board with respect to the granting or not granting, re-certifying or not re-certifying or revoking Site Plan approval.

B. Application Requirements. All applications for Site Plan approval shall be signed by both the landowner and applicant. An authorized representative of the landowner with knowledge of the contents and representations made therein and signing and attesting to the truth and completeness of the information may present the application on behalf of the owner. At the discretion of the Planning Board, any false or misleading statement in the Application may subject the Applicant to denial of the Application without further consideration or opportunity for correction. The applicant, if not the landowner, shall state his/her interest in the application. All applications for Site Plan approval under this law shall include the following:

1. A statement in writing that:
   (i) The proposed Small Cell Wireless Facility or Microcell Wireless Facility shall be maintained in a safe manner, and in compliance with all conditions of the Site Plan, without exception, unless specifically granted relief by the Planning Board in writing, as well as all applicable permissible local laws, ordinances, and regulations, including any and all applicable Town, State and Federal Laws, rules, and regulations; and
   (ii) The construction of the Small Cell Wireless Facility or Microcell Wireless Facility is legally permissible, including, but not limited to the fact that the Applicant is authorized to do business in the State. Proof of authorization to operate in the State shall be provided.

2. Documentation that demonstrates the need for the Small Cell Wireless Facility or Microcell Wireless Facility to provide service primarily and essentially within the Town. Such documentation shall include, but not be limited to propagation studies of the proposed site and all adjoining planned, proposed, in-service or existing sites as requested by the Planning Board or its designee and shall show the service area and signal strength relationship between the proposed site and the adjoining planned, proposed, in-service or existing sites;

3. The name, address and phone number of the person preparing the report;

4. The name, address, and phone number of the property owner, operator, and Applicant, and to the legal status of the Applicant;

5. The postal address, 911 lot number and tax map parcel number of the property;

6. The land use designation in which the property is situated;

7. The size of the property stated both in square feet and lot line dimensions, and a diagram showing the location of all lot lines. A survey is required by a licensed New York State land surveyor, or qualified licensed New York State engineer;

8. A copy of the deed and any easements or restrictions;

9. The location of the nearest residential structure and all property owners within 500 feet from the proposed site;

10. The location, size and height of all structures on the property, which is the subject of the Application;
11. The location, size and height of all new structures proposed with the Application;
12. The type, locations, and dimensions of all proposed existing landscaping, vegetation and fencing;
13. The number, type and design of the Antenna(s) proposed along with the make, model, and manufacturer of said Antenna(s);
14. A description of the proposed Antenna(s) and any new structures along with all related fixtures, structures, appurtenances and apparatus, including height above pre-existing grade, materials, color, and lighting;
15. The frequency, modulation, and class of service of radio or other transmitting equipment;
16. The actual intended transmission and the maximum effective radiated power of the Antenna(s);
17. Certification of a licensed professional engineer that any supporting poles are appropriately sized and have sufficient strength to accommodate the additional small cell equipment loads. The small cell equipment loads shall be provided by the network provider;
18. A non-ionizing radiation electromagnetic radiation report (NIER) submitted to the pole owner and retained on file for equipment type and model. The NIER report shall be endorsed by an RF PE licensed in the State of New York. The report shall specify minimum approach distances to the general public as well as electrical communication works that are not trained for working in an RF environment (uncontrolled) when accessing the pole by climbing or bucket;
19. Certification that the proposed Antenna(s) will not cause interference with other telecommunication devices;
20. Copy of the FCC license applicable for the intended use of the Small Cell Wireless Facility or Microcell Wireless Facility;
21. If the Application proposed to install the Small Cell Wireless Facility or Microcell Wireless Facility on utility pole or structure, certification that said pole or structure is designed and will be constructed to meet all local, Town, State and Federal structure requirements for loads, including wind and ice.
22. Certification that the Small Cell Wireless or Microcell Wireless Facility will be effectively grounded and bonded so as to protect persons and property and that appropriate surge protectors will be installed.
23. Submission of an Environment Assessment Form.
24. Any and all representation made by the Applicant to the Town on the record during the Application process, whether written or verbal, shall be deemed a part of the Application and may be relied upon in good faith by the Town.
25. Payment of application fees, access fees, and consulting fees as required by the Planning Board.

C. In addition to the above Application requirements the following the following Aesthetic, Concealment and Design Standards for Small Cell Wireless Facilities and Microcell Wireless Facilities shall apply to all applications for site plan approval. Deployments shall conform to the following design standards:

(1) **Small wireless facilities attached to existing or replacement non-wooden light poles and other non-wooden poles in the right-of-way or non-wooden poles outside of the right-of-way shall conform to the following design criteria:**
a) Antennas and the associated equipment enclosures (including disconnect switches and other appurtenant devices) shall be fully concealed within the pole, unless such concealment is otherwise technically infeasible, or is incompatible with the pole design, then the antennas and associated equipment enclosures must be camouflaged to appear as an integral part of the pole or flush mounted to the pole, meaning no more than six (6) inches off of the pole, and must be the minimum size necessary for the intended purpose, not to exceed the volumetric dimensions of small wireless facilities. If the equipment can’t be concealed within the pole and requires an enclosure, the applicant is required to detach the equipment enclosure and locate such enclosure behind the pole or underground, provided that such location does not interfere with roads and sidewalks, underground infrastructure, or traffic line of sight.

b) The furthest point of any antenna may not extend more than twelve (12) inches from the face of the pole.

c) All conduit, cables, wires and fiber must be routed internally in the light pole. Full concealment of all conduit, cables, wires and fiber is required within mounting brackets, shrouds, canisters or sleeves if attaching to exterior antennas or equipment.

d) An antenna on top of an existing pole may not extend more than six (6) feet above the height of the existing pole and the diameter may not exceed sixteen (16) inches, measured at the top of the pole, unless the applicant can demonstrate that more space is needed. The antennas shall be integrated into the pole design so that it appears as a continuation of the original pole, including colored or painted to match the pole, and shall be shrouded or screened to blend with the pole except for canister antennas which shall not require screening. All cabling and mounting hardware/brackets from the bottom of the antenna to the top of the pole shall be fully concealed and integrated with the pole.
e) Any replacement pole shall substantially conform to the design of the pole it is replacing or the neighboring pole design standards utilized within the contiguous right-of-way.

f) Additional height of any replacement pole shall be the minimum additional height necessary but shall not exceed 10 feet above the pole it replaces; provided that the height of the replacement pole cannot be extended further by additional antenna height.

g) The diameter of a replacement pole shall comply with all standards required by the right of way jurisdiction having authority for sidewalk clearance requirements and shall, to the extent technically feasible, not be more than a 25% increase of the existing non-wooden pole measured at the base of the pole, unless additional diameter is needed in order to conceal equipment within the base of the pole, and shall comply with the requirements in subsection E (4) below.

h) The use of the pole for the siting of a small wireless facility shall be considered secondary to the primary function of the pole. If the primary function of a pole serving as the host site for a small wireless facility becomes unnecessary, the pole shall not be retained for the sole purpose of accommodating the small wireless facility and the small wireless facility and all associated equipment shall be removed.

(2) Wooden pole design standards. Small wireless facilities located on wooden poles shall conform to the following design criteria:

(a) The wooden pole at the proposed location may be replaced with a taller pole for the purpose of accommodating a small wireless facility; provided, that the replacement pole shall not exceed a height that is a maximum of ten (10) feet taller than the existing pole, unless a further height increase is required and confirmed in writing by the pole owner and that such height extension is the minimum extension possible to provide sufficient separation and/or clearance from electrical and wireline facilities.

(b) A pole extender may be used instead of replacing an existing pole but the overall height of the extender and all equipment may not increase the height of the existing pole by more than ten (10) feet, unless a further height increase is required and confirmed in writing by the pole owner and that such height increase is the minimum extension possible to provide sufficient separation and/or clearance from electrical and wireline facilities. A “pole extender” as used herein is an object affixed between the pole and the antenna for the purpose of increasing the height of the antenna above the pole. The pole extender shall be painted to approximately match the
color of the pole and shall substantially match the diameter of the pole measured at the top of the pole.

(c) Replacement wooden poles must either match the approximate color and materials of the replaced pole or shall be the standard new wooden pole used by the primary pole owner in the Town.

(d) All ancillary equipment, boxes, and conduit, shall be colored or painted to match the approximate color of the surface of the wooden pole on which they are attached and appear as an integral part of the pole or flush mounted to the pole, and must be the minimum size necessary for the intended purpose, not to exceed the volumetric dimensions of small wireless facilities. All ancillary equipment and boxes that cannot be mounted to the pole and requires an enclosure, the applicant is required to detach the equipment enclosure and locate such enclosure behind the pole or underground, provided that such location does not interfere with roads and sidewalks, underground infrastructure, or traffic line of sight.

(e) All microcell antennas on wooden poles should be of a top mount canister or omnidirectional type when feasible to appear as an integral part of the pole. The antenna shall not exceed sixteen (16) inches wide, measured at the top of the pole, and shall be colored or painted to match the pole. The canister antenna must be placed to look as if it is an extension of the pole.

(f) Antennas should be placed in an effort to minimize visual clutter and obtrusiveness. Multiple antennas are not permitted on a single wooden pole and shall not be more than three (3) cubic feet in volume and shall not exceed the height requirement in subsection 2(B).

(g) All cables shall be concealed either within the canister antenna or within a sleeve between the antenna and the wooden pole.

(h) The furthest point of any ancillary equipment, brackets, boxes, and conduit may not extend more than six (6) inches from the face of the pole. All equipment that would exceed the allowed distance should be detached next to pole or located underground within the vicinity of the pole.

(i) An Omni-directional antenna may be mounted on the top of an existing wooden pole, provided such antenna is no more than four (4) feet in height and is mounted directly on the top of a pole or attached to an extender made to look like the exterior of the pole at the top of the pole. All cables shall be concealed within the sleeve between the bottom of the antenna and the mounting bracket.

(j) All related equipment, including but not limited to ancillary equipment, radios, cables, associated shrouding, microwaves, and conduit which are mounted on wooden poles shall not be mounted more than six (6) inches from the surface of the pole, unless a further distance is technically required, and is confirmed in writing by the pole owner.
(k) The equipment must be placed in the smallest enclosure possible for the intended purpose. The equipment enclosure and all other wireless equipment associated with the utility pole, including wireless equipment associated with the antenna and any pre-existing associated equipment on the pole may not exceed twenty-eight (28) cubic feet. Multiple equipment enclosures may be acceptable if designed to more closely integrate with the pole design and does not cumulatively exceed twenty-eight (28) cubic feet. The applicant is encouraged to place any attached equipment associated with the antenna on the back side of the pole, provided that such location does not interfere with the operation of existing banners or signs.

(l) An applicant who desires to enclose both its antennas and equipment within one unified enclosure may do so, provided that such enclosure is the minimum size necessary for its intended purpose and the enclosure and all other wireless equipment associated with the pole, including wireless equipment associated with the antenna and any pre-existing associated equipment on the pole does not exceed twenty-eight (28) cubic feet. The unified enclosure shall be placed so as to appear as an integrated part of the pole.

(m) The visual effect of the small wireless facility on all other aspects of the appearance of the wooden pole shall be minimized to the greatest extent possible.

(n) The use of the wooden pole for the siting of a small wireless facility shall be considered secondary to the primary function of the pole. If the primary function of a pole serving as the host site for a small wireless facility becomes unnecessary, the pole shall not be retained for the sole purpose of accommodating the small wireless facility and the small wireless facility and all associated equipment shall be removed.

(o) The diameter of a replacement pole shall comply with the authority having jurisdiction sidewalk clearance requirements and shall not be more than a 25% increase of the existing utility pole measured at the base of the pole.

(p) All cables and wires shall be routed through conduit along the outside of the pole. The outside conduit shall be colored or painted to match the pole. The number of conduit shall be minimized to the number technically necessary to accommodate the small wireless.

(3) Small Cell Wireless Facilities attached to existing buildings, shall be prohibited.

(4) Small Cell Wireless Facilities mounted on cables strung between existing utility poles shall be prohibited.
(5) **General requirements.**

a) Ground mounted equipment enclosures should be located in the right of way, unless such facilities are placed underground. The applicant shall submit a concealment element plan.
b) Generators located in the rights of way are prohibited.
c) No equipment shall be operated so as to produce noise that is considered a nuisance.
d) Small wireless facilities are not permitted on traffic signal poles unless denial of the siting could be a prohibition or effective prohibition of the applicant’s ability to provide telecommunications service in violation of 47 USC §§ 253 and 332.
e) Replacement poles and new poles locations shall comply with the Americans with Disabilities Act (ADA) and the authority having jurisdiction’s construction and sidewalk clearance standards, local laws, and state and federal laws and regulations in order to provide a clear and safe passage within the rights-of-way. Further, the location of any replacement or new pole must: be physically possible, comply with applicable traffic warrants, not interfere with utility or safety fixtures (e.g., fire hydrants, traffic control devices), and not adversely affect the public welfare, health or safety.
f) Replacement poles shall be located as near as possible to the existing pole with the requirement to remove the abandoned pole.
g) No signage, message or identification other than the manufacturer’s identification or identification required by governing law is allowed to be portrayed on any antenna, equipment enclosure, or all other related equipment. Any permitted signage shall be located where required and be of the minimum amount possible to achieve the intended purpose (no larger than 4x6 inches); provided that, signs are permitted as concealment element techniques where appropriate.
h) Antennas and related equipment shall not be illuminated except for security reasons, required by a federal or state authority, or unless approved as part of a concealment element plan.
i) The preferred location of any antenna would be on an existing tower facility. A Small Cell Wireless or microcell wireless facility would only be allowed in areas not covered by existing telecommunication facilities or where it is determined that there is a need due to a concentrated area.
j) Small wireless facility preferred location should be on a pole is the location with the least visible impact.
k) Antennas, ancillary equipment, conduit, and cable shall not dominate the structure or pole upon which they are attached.
l) Except for locations in the right-of-way, small wireless facilities are not permitted on any property containing a residential use in any zoning district.
m) The Town may consider the cumulative visual effects of small wireless facilities mounted on poles within the rights-of-way when assessing proposed siting locations so as to not adversely affect the visual character of the Town. This provision shall not be applied to limit the number of permits issued when no alternative sites are reasonably available or to impose a technological requirement on the applicant.

n) These design standards are intended to be used solely for the purpose of concealment and siting. Nothing herein shall be interpreted or applied in a manner which dictates the use of a particular technology. When strict application of these requirements would unreasonably impair the function of the technology chosen by the applicant, alternative forms of concealment or deployment may be permitted which provide similar or greater protections from negative visual impacts to the streetscape.

(6) New poles in the rights-of-way for small wireless facilities and installations in a Residential District.

(a) New poles within the rights-of-way are only permitted if the applicant can establish that:

(i) The proposed small wireless facility cannot be located on an existing utility or light pole, electrical transmission tower, or on a site outside of the public rights of way such as a public park, public property, transmission tower, water tower;

(ii) The proposed Small Cell Wireless facility receives approval for a concealment element design, as described in subsection 3 below;

(iii) The proposed Small Cell Wireless facility also complies with SEQR regulations; and

(iv) No new poles shall be located in a Protected Watercourse Area.

(b) The concealment element design shall include the design of the screening, fencing or other concealment technology for a tower, pole, or equipment structure, and all related transmission equipment or facilities associated with the proposed small wireless facility, including but not limited to fiber and power connections.

(c) The concealment element design should seek to minimize the visual obtrusiveness of the small wireless facility. The proposed pole or structure should have similar designs to existing neighboring poles in the rights of way, including similar height to the extent technically feasible.
If the proposed Small Cell Wireless facility is placed on a replacement pole in a Residential District, then the replacement pole shall be of the same general design as the pole it is replacing, unless the Building Inspector/Planning board or designee otherwise approves a variation due to aesthetic or safety concerns. Any concealment element design for a small wireless facility on a decorative pole should attempt to mimic the design of such pole and integrate the small wireless facility into the design of the decorative pole. Other concealment methods include, but are not limited to, utilization of coverings or concealment devices of similar material, color, and texture - or the appearance thereof - as the surface against which the installation will be seen or on which it will be installed, landscape design, or other camouflage strategies appropriate for the type of installation. Applicants are required to utilize designs in which all conduit and wirelines are installed internally in the structure. Further, applicant designs should, to the extent technically possible, comply with the generally applicable design standards adopted pursuant to this section.

(1) If the Building Inspector/Planning Board or designee has already approved a concealment element design either for the applicant or another small wireless facility along the same public right-of-way or for the same pole type, then the applicant shall utilize a substantially similar concealment element design, unless it can show that such concealment element design is not physically or technologically feasible, or that such deployment would undermine the generally applicable design standards.

(e) Even if an alternative location is established pursuant to subsection (1)(a) and (1)(b), the Building Inspector/Planning Board may determine that a new pole in the right-of-way is in fact a superior alternative based on the impact to the Town, the concealment element design, the Town’s Comprehensive Plan and the added benefits to the community.

(f) Prior to the issuance of a permit to construct a new pole or ground mounted equipment in the right-of-way, the applicant must obtain a site-specific agreement from the Town to locate such new pole or ground mounted equipment. This requirement also applies to replacement poles that are higher than the replaced pole, and the overall height of the replacement pole and the proposed small wireless facility is more than fifty (50) feet.

(g) These design standards are intended to be used solely for the purpose of concealment and siting. Nothing herein shall be interpreted or applied in a manner which dictates the use of a particular technology. When strict application of these requirements would unreasonably impair the function of the technology chosen by the applicant, alternative forms of concealment or deployment may be permitted which provide similar or greater protections of the street scape.

D. Public Hearing. A public hearing shall be mandatory for all site plan applications submitted hereunder. Said public hearing shall be held by the Planning Board, notice of which shall be published in the official newspaper of the Town no less than five (5) calendar days prior to the scheduled date of the public hearing. In order that the Town
notify nearby landowners, the Application shall contain the names and addresses of all landowners who property is located within five hundred (500) feet of any property line of the lot or parcel on which the new Small Cell Wireless or Microcell Wireless Facility is proposed to be located. Said public hearing shall be scheduled for the first Planning Board Meeting following the submission of a complete application to the Building Inspector which complies with all requirements herein.

E. Timeframe for Action by Building Inspector. The Building Inspector shall notify the Applicant within ten (10) days of the submission of any application if said application is incomplete.

F. Timeframe for Planning Board Action.
   (i) All determinations to approve, deny, or modify an application for site plan approval for small cell or Microcell Wireless Facilities to be sited on existing structures must be made by the Planning Board within 45 days from the date the application is submitted to the Building Inspector.
   (ii) All determination to approve, deny, or modify an application for site plan approval for Small Cell Wireless or Microcell Wireless Facilities requiring placement on a new structure must be made by the Planning Board within 60 days from the date the application is submitted to the Building Inspector.
   (iii) In the case of an incomplete application, the timeframe for approval resets upon the Building Inspector’s receipt of supplemental information from the Applicant satisfying the application requirements of this section.
RESOLUTION NO. _____ OF 2019
Town of New Scotland, New York

RESOLUTION REGARDING REAL PROPERTY TAX PAYMENT EXTENSION FOR FURLOUGHED FEDERAL EMPLOYEES

A meeting of the Town Board of the Town of New Scotland, Albany County, New York was convened in public session at the Town Hall located at 2029 New Scotland Road, Slingerlands, New York 12159 on February 13, 2019 at 7:00 o’clock p.m.

WHEREAS, certain federal employees were furloughed during the government shut down during the period that included December 22, 2018 to January 25, 2019;

WHEREAS, the State of New York enacted a law, entitled “An Act to amend the real property tax law, in relation to the extension for payment of real property taxes by furloughed or designated non-pay federal employees” (S.2523/A.881 and S.1675/A.881) (collectively, the “Temporary Extension Law”), which provides certain eligible furloughed employees with certain temporary relief, including: 1) authorization for local municipal governments to extend, for a period of 90 days, the deadline for payment of real property taxes that were due on January 31, 2019, and 2) waiver of penalties for late payment of taxes received on or before April 1, 2019.

NOW, THEREFORE, IT IS HEREBY

RESOLVED, that Town of New Scotland, New York hereby adopts the policy embodied in the Temporary Extension Law with respect to late payment of real property taxes that were due on January 31, 2019 for eligible, furloughed federal employees who are owners of taxable property in the Town of New Scotland, New York, and waives any late fees for such persons who are eligible under the Temporary Extension Law, provided payment is received on or before April 1, 2019 for the tax period January 1, 2019 to December 31, 2019. For the purposes of this Resolution, the term “eligible, furloughed federal employees” shall include those persons described in the Temporary Extension Law as eligible for such relief. The Town Clerk is hereby authorized to require written proof that the party seeking a waiver of late payment penalties/charges under this Resolution is eligible under the Temporary Extension Law.

A motion by Member ____________, seconded by Member ____________, to adopt Resolution No. ___ of 2019.

In favor: ____________________________
Opposed: ____________________________
Motion Approved: ____________________________

The Resolution was adopted at a meeting of the Town Board of the Town of New Scotland duly conducted on February 13, 2019.
RESOLUTION NO. _____ OF 2019
Town of New Scotland, New York

RESOLUTION DESIGNATING STEPHEN P. WALLACE (SWIFT ROAD) PARK
AS A PARK PERMITTING DOGS TO BE WALKED OFF-LEASH
DURING CERTAIN TIMES

A meeting of the Town Board of the Town of New Scotland, Albany County, New York
was convened in public session at the Town Hall located at 2029 New Scotland Road,
Slingerlands, New York 12159 on February 13, 2019 at 7:00 o’clock p.m.

WHEREAS, Local Law No. 2 of 2019 authorizes the Town Board to establish “dog
parks” and areas within a town park as areas that allow residents of the town to allow their dogs
to run off-leash, under the dog owner’s supervision, at certain times of the day;

WHEREAS, certain residents have requested that the Town Board permit dogs to run
off-leash at the Stephen P. Wallace Park during certain designated times of the day when there is
limited use of the park;

NOW, THEREFORE, IT IS HEREBY

RESOLVED, that for the period commencing February 18, 2019 and ending December
31, 2019 (the “Expiration Date”), and during the hours of 6:00 a.m. to 8:00 a.m. (and only during
that two (2) hour period) residents of the Town shall be permitted to walk their dogs off-leash at
the Stephen P. Wallace Park, located at 148 Swift Road in the Town of New Scotland subject to
the rules and regulations set forth in Schedule A attached to this Resolution. (The time
limitations and rules and regulations shall be known as the Swift Road Park Dog Policy); and it
is further

RESOLVED, that on or before the Expiration Date, the Town Board, after consultation
with the Superintendent of Highways and the Animal Control Officer (Dog Warden), shall
determine whether to continue the Swift Road Park Dog Policy. The Animal Control Officer is
hereby directed to keep records regarding any incidents or complaints involving dogs at the
Wallace Park, and provide a report to the Town Board thirty (30) days prior to the Expiration
Date; and it is further

RESOLVED, that Superintendent of Highways is hereby authorized to purchase and
install a sign setting forth the Rules and Regulations, and install such sign or signs at the Park;
and it is further

RESOLVED, that any dog off-leash must display a valid dog license issued by the Town
of New Scotland. Any dog found off-leash at the Wallace Park that does not possess a tag to
demonstrate that the dog has a valid New Scotland dog license shall be removed from the park,
and, in the discretion of the Animal Control Officer (Dog Warden), 1) be impounded; and/or 2)
the dog owner shall be subject to fines and penalties; and it is further
RESOLVED, if the Town Board does not continue the Swift Road Dog Park Policy after the Expiration Date, the policy, and the authorization to walk dogs off-leash at the Wallace Park, shall automatically expire.

A motion by Member __________, seconded by Member __________, to adopt Resolution No. __ of 2019.

In favor: ______________________
Opposed: ______________________
Motion Approved: ______________________

The Resolution was adopted at a meeting of the Town Board of the Town of New Scotland duly conducted on __________ __, 2019.

_________________________________________
The following are the rules and regulations relating to walking dogs at the park:

- Except during designated hours (see below), all dogs must be on a leash while in the park.

- The Town has adopted a town-wide Dog Control Law, which requires all dogs on public property to be on a leash. A leash is a physical restraint. A shock collar or “electronic leash” does not constitute a leash. The law is available on the Town website.

- During designated hours, residents of the Town of New Scotland are permitted to walk a dog off-leash, under the owner’s supervision and control. Any dog harassing or intimidating walkers, runners and other park users will be removed from the park.

- **OFF-LEASH HOURS:** The hours when a dog may be walked off-leash are: **6:00 a.m. to 8:00 a.m.** At all other times dogs must be on a leash.

- Any dog off-leash must display a valid dog license issued by the Town of New Scotland.

- The animal control officer (Dog Warden) shall take all necessary steps to enforce these rules and regulations, including impounding any dog that is running off-leash and not displaying a valid dog license.

- Only residents of the Town of New Scotland are authorized to walk their dogs off-leash at designated hours.

- Owners of dogs using the park must clean up after their dogs.

- Dogs displaying aggressive behavior, and any dogs considered dangerous by the Animal Control Officer, shall be removed from the park immediately.

- Failure to abide by these Rules and Regulations and the Town’s Dog Control Law shall result in immediate removal of the dog from the park and imposition of fines.
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____, and was deemed duly adopted 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.
December 28, 2018

Town of New Scotland
2029 New Scotland Road
Slingerlands, New York 12159

Attn: Town Supervisor Douglas LaGrange

Re: 2019 Animal Shelter Agreement

Dear Mr. LaGrange:

Enclosed, please see the proposed 2019 Animal Shelter Agreement for Mohawk Hudson River Humane Society for your review and approval.

Please be aware that the proposed 2019 Animal Shelter Agreement includes a table summarizing fees for added clarity. There is no across the board fee increase this year. We have also increased the time to pay before incurring late charges from 30 days to 45 days.

Please review the enclosed contract and, once signed and duly executed, remit to MHHS at your earliest convenience. A duly executed copy signed by a MHRHS representative will then be returned to you for your records. As always, do not hesitate to contact me with any questions.

Best,

Todd Cramer
President & CEO
2019 Animal Shelter Agreement between
Mohawk and Hudson River Humane Society and the
Town of New Scotland

THIS AGREEMENT, (hereinafter, "AGREEMENT") made this __________ day of
______________________, 2018, and effective January 1, 2019 to December 31, 2019
between the Town of New Scotland a municipal corporation in the County of Albany, State
of New York, hereinafter "MUNICIPALITY" and the MOHAWK AND HUDSON RIVER
HUMANE SOCIETY, a domestic non-profit corporation, with its principal place of business
at 3 Oakland Avenue, County of Albany and the State of New York, hereinafter
"SOCIETY".

WITNESSETH

WHEREAS, the MUNICIPALITY has the obligation to seize dogs pursuant to Agriculture and
Markets Law Article 7 and Article 26 (hereinafter LAW), and to assure that the dogs are
properly sheltered, fed and watered and the MUNICIPALITY desires to obtain the services of
the SOCIETY to perform such services as required in Article 7 of the LAW for the redemption
periods specified; and

WHEREAS, the SOCIETY maintains a shelter for dogs, cats and other animals (individually, an
“Animal” or collectively, “Animals”) brought to it from residents and/or animal control officers
of the MUNICIPALITY.

NOW THEREFORE, IT IS AGREED between the parties hereto as follows:

ARTICLE I

1.) The SOCIETY will provide and maintain a shelter for dogs seized under Section 117 of
the LAW, will properly care for all dogs in its care, and will humanely euthanize, make
available for adoption or transfer seized dogs not redeemed as provided in the LAW and the
rules and regulations promulgated by the New York State Department of Agriculture and
Markets pursuant thereto.

2.) The SOCIETY will accept domestic dogs and cats from the MUNICIPALITY under the
terms of this agreement. The MUNICIPALITY must secure prior authorization from SOCIETY
management prior to bringing any other animal to the SOCIETY.

3.) All impoundment fees imposed by the municipality will be paid and licenses shall be
issued by the MUNICIPALITY to the dog's owner at the municipal clerk's office. All
impoundment and license fees shall be the property of the MUNICIPALITY. Animals may be
redeemed at the SOCIETY during normal business hours. The operating hours of the
SOCIETY will be provided to the Municipal clerk's office at the beginning of the year, and will
be updated if changed. The SOCIETY will permit redemption by the lawful owners of seized
animals during its posted hours for redemptions, directly from the SOCIETY'S location in
Menands, New York. Dogs must be properly licensed by the MUNICIPALITY. All redemption
fees must be paid to the MUNICIPALITY. The MUNICIPALITY shall provide the owner with proof of compliance of licensure and payment of redemption fees, and the owner of the animal shall present said proof to the SOCIETY.

4.) The SOCIETY will operate an animal shelter as required in the LAW and will make itself accessible daily to the MUNICIPALITY for the acceptance of dogs and non-canine animals brought to the SOCIETY by the MUNICIPALITY and its officers. The SOCIETY agrees to provide SOCIETY staff to aid in the entry process for municipal animals into the shelter during business hours only. Officers of the MUNICIPALITY will be given twenty-four (24) hour access, for the limited purpose of bringing animals to the SOCIETY’S incoming area. If the SOCIETY’S incoming area is full, the MUNICIPALITY officer will page the on-call SOCIETY staff for assistance in kenneling the MUNICIPALITY’S animals. The SOCIETY will file and maintain a complete record of any seizure and subsequent disposition of any dog in the manner described by the Commissioner of Agriculture & Markets, as well as any record required by Article 7 and the rules and regulations promulgated pursuant thereto.

5.) The MUNICIPALITY agrees that all animals suffering from illness or injury will be treated by a licensed veterinarian at the MUNICIPALITY’S expense before being brought to the SOCIETY for holding. Other than prophylactic care provided for in Article II, if veterinary care is required during the redemption period or during the court mandated holding period, the SOCIETY will bill the MUNICIPALITY for the cost of the service. The SOCIETY’S professional staff will determine the need for veterinary care.

6.) The SOCIETY’S records relative to the dispositions of any dogs seized by the MUNICIPALITY shall be available for inspection by the MUNICIPALITY at the times at which the SOCIETY’S offices are open to the public.

7.) The MUNICIPALITY will complete intake forms provided by the Society at the time the animals are brought to the Society for each animal including desired holding time, seizure reason and release date.

8.) The redemption period for identified dogs is seven (7) days or nine (9) days if served by mail. The redemption period is five (5) days for dogs with no identification. The MUNICIPALITY will inform the SOCIETY of the method of notification. The MUNICIPALITY may request in writing that a dog may be held by the SOCIETY for a period greater than the redemption period. The MUNICIPALITY will notify the SOCIETY of the final date of the redemption period at the time the animal is brought to the SOCIETY.

ARTICLE II

1.) The MUNICIPALITY agrees to pay the SOCIETY for service rendered under this agreement. The following are the fees that will be charged to the MUNICIPALITY:

- $70.00 per dog per day commencing on the day the dog is brought to the SOCIETY (base fee). The base fee includes health and temperament assessment, prophylactic medical treatment and testing, vaccinations, deworming and flea treatment.
• If the MUNICIPALITY requests, or per court order directs that a dog be held for a period greater than the statutory redemption period in the LAW, the MUNICIPALITY will be charged an additional $35.00 per dog per day fee by the SOCIETY after the expiration of the redemption period in addition to the above Base Fee, and such fee shall accrue until a written request is made to release the dog.

• Adoptable dogs surrendered to the MUNICIPALITY by residents of the MUNICIPALITY: $35.00 per dog.

• Adoptable cats and other domestic pet animals surrendered to the MUNICIPALITY, $14.00 flat fee per animal.

• Unadoptable dogs surrendered to the MUNICIPALITY by residents of the MUNICIPALITY for euthanasia and cremation: $70.00.

• Unadoptable cats and other domestic animals surrendered to the MUNICIPALITY by residents of the MUNICIPALITY for euthanasia and cremation: $32.00.

• If the MUNICIPALITY requests, or per court order directs that a domestic pet other than a dog be held, the MUNICIPALITY will be charged $35.00 per dog per day fee by the SOCIETY, or $28.00 per animal per day for cats or other domestic animals, in addition to the Base Fee, and such fee shall accrue until a written request is made to release the domestic pet animal.

• Deceased animals brought to the SOCIETY by the MUNICIPALITY for cremation only: $30.00.

<table>
<thead>
<tr>
<th>Per Day Housing</th>
<th>Per Animal Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Seized Holds, Days 1-7</td>
<td></td>
</tr>
<tr>
<td>Additional Days (by request)</td>
<td>Rabies Confinement</td>
</tr>
<tr>
<td>Dog $70.00</td>
<td>$70.00</td>
</tr>
<tr>
<td>Cat $28.00</td>
<td>$28.00</td>
</tr>
<tr>
<td>Other Domestic Animal $28.00</td>
<td>$28.00</td>
</tr>
<tr>
<td></td>
<td>$14.00</td>
</tr>
<tr>
<td></td>
<td>$14.00</td>
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</tbody>
</table>

2.) All fees due under this agreement shall be paid within 45 days of a monthly invoice being sent by the SOCIETY to the MUNICIPALITY. In the event monthly fees are not paid in full, SOCIETY may assess a late payment charge equivalent to ten percent (10%) per year of the unpaid balance, or the maximum amount permitted by law, whichever is less. Failure of the MUNICIPALITY to make such payment in full within 45 days of the due date shall constitute grounds for termination of the Agreement, and notification to the Commissioner of Agriculture and Markets of the MUNICIPALITY'S violation of Article 7 of the Agriculture and Markets Law.

ARTICLE III
1.) This Agreement shall become effective on January 1, 2019 and shall continue in effect until December 31, 2019. Notwithstanding the foregoing, either party shall have the right to terminate this contract with or without cause upon thirty (30) days written notice of such termination.

2.) Notwithstanding the prior terms hereof, the SOCIETY by its Board of Directors reserves the right, on thirty (30) days written notice, to terminate this Agreement without further responsibility on its part in the event that the MUNICIPALITY adopts any local law or ordinance which requires the SOCIETY to perform any act inconsistent with its humane principles.

3.) If any term or provision of the Agreement or the application thereof to any person, firm or corporation or circumstance shall, to any extent, be determined to be invalid or unenforceable, the remainder of the Agreement, or the application of such terms or provisions to persons, firms, or corporations or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term or provision of the Agreement shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have signed as of the date indicated on the first page of this agreement.

By:

______________________________
Signature

______________________________
Municipal Official Name (Please Print)

Title

Date

MOHAWK AND HUDSON RIVER HUMANE SOCIETY

By:

______________________________
Date:

Todd Cramer
President & CEO
Mohawk & Hudson River Humane Society
TOWN DESIGNATED ENGINEER
MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (the “Agreement”) dated as of January 1, 2019, is between Barton & Loguidice, D.P.C., with its place of business located at 10 Airline Drive, Suite 200, Albany, NY 12205 (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 12151 (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 provide 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.
3. **Duties of Engineer.** Engineer shall perform the Service in a good and workmanlike manner in accordance with generally accepted professional standards and the terms of an applicable Task Order. Accordingly, the Engineer will:

   (a) Furnish the management, technical and other personnel required to perform the Service;

   (b) Furnish such supplies, equipment and apparatus, if any, as may be specific to perform the Service;

   (c) Deliver to the Owner all reports, drawings, specifications, summary of analysis and recommendations, and other deliverables, if any, in both electronic and paper versions as well as in the products software format (i.e. Microsoft word, excel, autocad, etc.) required to be furnished as in delivery of the Service.

   (d) Provide the Owner with prompt notification of anticipated and/or recommended changes in the necessary scope of services related to a Task Order, and any anticipated adjustments of the cost and/or delivery schedule in the performance of the Service.

   (e) Designate one or more individuals to act on behalf of the Engineer with respect to the Service and with whom Owner may confer with respect to the Service.

4. **Duties of Owner.** Owner will:

   (a) Provide Engineer with such facilities, utilities and space at the work site as may be required to provide the Services;

   (b) Designate one or more individuals to act on behalf of the Owner and with whom Engineer may confer with respect to the Service.

5. **Ownership of Documents.** Original notes, memorandum, outlines, calculations, tracings and drawings prepared by or for the Engineer, except those furnished directly to the Engineer by the Owner, are and shall remain the property of the Engineer until paid for by the Owner. It is also agreed that direct copies or other representations of the content of said original materials, being instruments of service, shall be considered the property of the Engineer until paid for as herein set forth, and the rights to same shall not pass from the Engineer until all payments agreed to hereunder have been fully made.

6. **Compensation.**

   (a) **Special Project Services.** Owner shall pay Engineer for the performance of Special Project Services at the rates and in the manner set forth in each Task Order. Methods of compensation are set forth in Exhibit B. Standard billing rates are set forth in Exhibit C.
(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 than 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.
12. **Not Used/Intentionally Deleted.**

13. **Confidentiality.** Engineer and Owner agree that:

   (a) neither party nor any of their employees or authorized representatives will disclose, sell, transfer or make available to third parties any Confidential Information (as defined below) of the other party except to employees, agents or subcontractors who need to know such Confidential Information in the performance of their duties;

   (b) each party will use the Confidential Information solely for the purposes of carrying out their responsibilities and obligations under the terms of this Agreement;

   (c) each party will take those precautions reasonably necessary to maintain the confidentiality of the other party’s Confidential Information; and

   (d) the Engineer will destroy or return any proprietary information supplied by the Town or the Developer at the conclusion of the project at the request of the Town.

For purposes of this Agreement, Confidential Information shall mean all trade secrets, proprietary information, know-how, processes, and other information and any tangible evidence, record or representation thereof, financial information, business information and documents, the intellectual property of each party and other information, not generally known to the public which is confidential or proprietary.

14. **Insurance.** The Engineer shall maintain in force insurance policies issued by reputable insurance companies providing the minimum coverage's set forth on Exhibit D through completion of the Service. If requested by Owner, prior to the commencement of any Service, Engineer will furnish certificates of insurance evidencing the existence of the required insurance policies. Each certificate of insurance shall provide that Owner will receive at least 30 days prior notice in the event of any cancellation of coverage and shall name Owner as an additional insured with respect to each policy of general liability insurance.

15. **Services Limited.** It is hereby agreed that the Consultant shall not provide engineering services to developers, businesses, or residents of the Town, for project(s) within the Town during the terms of this Agreement which would result in a conflict of interest. The Engineer agrees to comply with the Town’s Ethics Law, as amended.

16. **Severability.** The provisions of this Agreement and any Task Order are severable and if any provision(s) is held to be illegal, void or invalid under applicable law, such provision(s) may be changed to the extent reasonably necessary to make the provision(s), as so changed, legal, valid and binding, and to reflect the original intentions of the parties as nearly as possible in accordance with applicable law. This Agreement shall be construed according to its fair meaning and not strictly for or against either party.

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 that 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 supercede 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.
IN WITNESS WHEREOF, the parties have executed this Master Services Agreement as of the day and year first above written.

Barton & Loguidice, LLP

By: ____________________________

Richard A. Straut, Executive Vice President

1/9/2019

Town of New Scotland

By: ____________________________

Douglas LaGrange, Supervisor
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
EXHIBIT B

METHODS OF COMPENSATION FOR SPECIAL PROJECT SERVICES

Method of Payment

A. Owner shall pay Engineer for Special Project Services in accordance with one or more of the following methods as identified in each Task Order:

1. Method A: Lump Sum

2. Method B: Standard Billing Rates

Explanation of Methods

A. Method A – Lump Sum:

1. Owner shall pay Engineer a Lump Sum amount for the specified Scope of Services, which lump sum amount and scope of services will be mutually agreed to in writing prior to the Engineer commencing the Services.

2. Engineer’s total compensation shall not exceed the total lump sum amount for the specified scope of Services unless approved in writing by Owner.

3. The Lump Sum will include compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead, and profit. The Lump Sum amount will include Reimbursable Expenses only if stipulated in the Task Order; otherwise Reimbursable Expenses will be in addition to the Lump Sum amount.

4. The portion of the Lump Sum amount invoiced periodically for Engineer’s services will be based upon Engineer’s estimate of the proportion of the total services actually completed during the billing period to the Lump Sum amount.

B. Method B – Standard Billing Rates:

1. Owner shall pay engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer’s employees times Standard Hourly Rates in effect at the time the service is provided for each applicable billing class for all services performed on the specific project (Task Order), plus Reimbursable Expenses and Engineer’s Consultant’s charges, if any.

2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
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.
Barton & Loguidice, D.P.C.
Billing Rates For Calendar Year 2019

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<thead>
<tr>
<th>TITLE/NAME</th>
<th>RATE</th>
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INDIVIDUAL PRINCIPALS AND TECHNICAL EMPLOYEES AT THE FOLLOWING HOURLY RATES:

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<th>TITLE/NAME</th>
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<td>Senior Managing Industrial Hygienist</td>
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<td>Senior Managing Land Use Planner</td>
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<td>Vice President</td>
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</table>

*Approved IRS mileage rate in effect at time of billing ** Does not include operator
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:

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<th>Type</th>
<th>Limit</th>
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<tbody>
<tr>
<td>General Aggregate</td>
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<tr>
<td>Products-Comp/Op Agg.</td>
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<td>Personal/Adv. Injury</td>
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<tr>
<td>Each Occurrence</td>
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<td>Fire Damage</td>
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<tr>
<td>Medical Expense</td>
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</table>

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

   Each Occurrence     Aggregate
   $1,000,000           $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).
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 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: 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.
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.
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.
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
Town of New Scotland
2029 New Scotland Rd.
Slingerlands, NY 12159

Attention: Diane Deschenes- Town Clerk

January 15, 2019

Onesquethaw Volunteer Fire Company, Inc. has accepted application for membership from the following individual who reside within Onesquethaw’s fire district:

David Reed Warren, 316 Kenwood Ave, Delmar, NY (Out of District--Auxiliary Member)

We are requesting the Town of New Scotland Town Board to review and approve the above listed individual to be accepted and appointed as fire company members and join the Onesquethaw Volunteer Fire Company. The membership has met with the above individual and has accepted them for membership.

If there are any questions, I can be contacted at the number listed below.

Respectfully,

Jessica Latham
Membership Secretary
Onesquethaw Volunteer Fire Company, Inc.
518-300-9272
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<thead>
<tr>
<th>Last Name</th>
<th>First Name</th>
<th>MI</th>
<th>Date of Birth</th>
<th>Gender</th>
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<th>2018 Points</th>
<th>Mailing Address</th>
<th>City, State &amp; Zip</th>
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<td>Carter</td>
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<td>M</td>
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<td>L</td>
<td></td>
<td>M</td>
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<td>22 Pebble Court</td>
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<tr>
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<td>M</td>
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<td>M</td>
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<td>John</td>
<td>D</td>
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<td>M</td>
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<td>0</td>
<td>146 Game Farm Road</td>
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<td>Leland</td>
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<td>105 Marah Lane</td>
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<td>Aloisi</td>
<td>David</td>
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<td>PO Box 374</td>
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<td>49 Fansburg Lane</td>
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Please reference the Instructions before completing the listing. All blank entries must be completed prior to certification.
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<thead>
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<th>Last Name</th>
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<th>MI</th>
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<th>Gender</th>
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<td>O'Keefe</td>
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<td>P</td>
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<td>M</td>
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<td>0</td>
<td>6 S. Acres</td>
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<td>Susanne</td>
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<td></td>
<td>F</td>
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<td>2705 New Scotland Road</td>
<td>Voorheesville, NY 12186</td>
<td>Vested/Left Dept. '05</td>
</tr>
</tbody>
</table>

Please reference the Instructions before completing the listing. All blank entries must be completed prior to certification.
<table>
<thead>
<tr>
<th>Last Name</th>
<th>First Name</th>
<th>MI</th>
<th>Date of Birth</th>
<th>Gender</th>
<th>Credit</th>
<th>Points</th>
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<td>M</td>
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<td>New Salem F.D.</td>
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<td>Omeragic</td>
<td>Hussein D.</td>
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<tr>
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<td>Christopher W.</td>
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<td>M</td>
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<td>18 Whitbeck Lane</td>
<td>Slingerlands, NY</td>
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</tbody>
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*Note: The form is a record of Service Award Program Firefighter Records for New Salem Fire Protection District Service Award Program.*
To: Proposed bidder  
Re: Request For Proposal of floor covering for the New Scotland Community Center  
Date: January 3, 2019

Dear Bidder,
Please provide in writing, a detailed proposal for the following work to be performed;
Phase 1.)
Supply and install new 1/4" plywood subfloor in the meeting room, kitchen and pantry
Supply and install Amtico Spacia commercial vinyl wood plank flooring in same
Supply and install new primed wood quarter round where needed
Move appliances and furniture from work areas and replace when done

Provide material and labor costs

Phase 2.)
Remove present carpets in the front and rear entrances
Supply and install new 1/4" plywood subfloor in same
Supply and install new Amtico Spacia commercial vinyl wood plank flooring in same
Supply and install new primed wood quarter round where needed

Material and labor costs

Please provide this quote no later than January 25, 2019

Thank You,

Wayne D. LaChappelle
Commissioner of Public Works
NEW SCOTLAND COMMUNITY CENTER
11 OLD SALEM ROAD
NEW SCOTLAND, NEW YORK 12159

DATE: 01/14/2018
PHONE: 518-810-3038
E-MAIL: wlachappelle@townofnewscotland.com

SUPPLY AND INSTALL NEW PLYWOOD SUBFLOOR IN COMMUNITY ROOM,
KITCHEN, AND PANTRY.
SUPPLY AND INSTALL AMTICO SPACIA, COMMERCIAL VINYL WOOD
PLANK FLOORING IN SAME.
SUPPLY AND INSTALL NEW PRIMED WOOD QUARTER ROUND WHERE NEEDED.
MOVE AND REPLACE APPLIANCES.
MOVE AND REPLACE FURNITURE IN COMMUNITY ROOM.

MATERIAL AND LABOR (TAX EXEMPT) $13,995.50

PAYMENT: 50% DEPOSIT WITH SIGNED PROPOSAL.
BALANCE DUE NET UPON COMPLETION.

PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 DAYS.
THERE IS A 2% PER MONTH FINANCE CHARGE ON BALANCES NOT PAID AFTER 30 DAYS.
IN THE EVENT OF LEGAL ACTION FOR NON PAYMENT OF WORK DONE,
COURT COST AND ATTORNEY FEES WILL BE ADDED

AUTHORIZED SIGNATURE

ACCEPTANCE SIGNATURE
## Vinyl Pricing 2018

**Customer:** New Scotland Community Center  
**Address:** 11 Old New Salem Road  
**City & Zip:** New Scotland, New York  
**Attention:** Wayne Lachapelle  
**Main Room - Kitchen - Pantry**

<table>
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<td>$70.00</td>
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<td>0.00</td>
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</table>
NEW SCOTLAND COMMUNITY CENTER
11 OLD SALEM ROAD
NEW SCOTLAND, NEW YORK 12159

DATE: 01/14/2018
PHONE: 518-810-3038
E-MAIL: wlahappelle@townofnewscotland.com

REMOVE PRESENT CARPET IN FRONT AND REAR ENTRANCES.
SUPPLY AND INSTALL NEW PLYWOOD SUBFLOOR IN SAME.
KITCHEN, AND PANTRY.
SUPPLY AND INSTALL AMTICO SPACIA, COMMERCIAL VINYL WOOD
PLANK FLOORING IN SAME.
SUPPLY AND INSTALL NEW PRIMED WOOD QUARTER ROUND WHERE NEEDED.

MATERIAL AND LABOR (TAX EXEMPT) $4,352.75

PAYMENT: 50% DEPOSIT WITH SIGNED PROPOSAL.
BALANCE DUE NET UPON COMPLETION.

PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 DAYS.
THERE IS A 2% PER MONTH FINANCE CHARGE ON BALANCES NOT PAID AFTER 30 DAYS.
IN THE EVENT OF LEGAL ACTION FOR NON PAYMENT OF WORK DONE,
COURT COST AND ATTORNEY FEES WILL BE ADDED

AUTHORIZED SIGNATURE

ACCEPTANCE SIGNATURE
# Vinyl Pricing 2018

**Customer:** New Scotland Community Center  
**Address:** 11 Old New Salem Road  
**City & Zip:** New Scotland, New York  
**Attn:** Wayne Lachapelle  
**Front & Rear Entrance**  
**Date:** 01/14/2019  
**Salesman:** MDM  
**Style:** Spacia Planks  
**Email:**  

<table>
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<tr>
<th>Item</th>
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<th>Cost Per</th>
<th>Subtotal</th>
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<tr>
<td>Base</td>
<td>0.00</td>
<td>$1.60</td>
<td>$0.00</td>
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<td>$0.00</td>
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<tr>
<td>Move Appliances</td>
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<td>$35.00</td>
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# TOWNE DECORATORS

2891 GUILDERLAND AVE. ROTTERDAM, NY 12306  
355-2142 355-0274 FAX  
ROTTERDAM.ABBEYCARPET.COM

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**Invoice #** | **Terms** | **Installed**
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**Job Site:**

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<td>$16,800.00</td>
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<tr>
<td>Meeting rooms and kitchens over newly installed plywood</td>
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<td></td>
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<tr>
<td>Supply and install new quarter round</td>
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</tr>
<tr>
<td>Install vinyl plank flooring in hallways over newly installed plywood</td>
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**Purchaser**  
one third deposit required on all orders  

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<th>TAX</th>
<th>TOTAL</th>
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<th>BALANCE</th>
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**FOR TAX PURPOSES AND REIMBURSEMENT**

1.梵雅地毯
2.梵雅地毯
3.梵雅地毯
4.梵雅地毯
5.梵雅地毯
6.梵雅地毯
7.梵雅地毯
8.梵雅地毯
9.梵雅地毯
10.梵雅地毯
11.梵雅地毯

**For VAT purposes and reimbursement:**

1.梵雅地毯
2.梵雅地毯
3.梵雅地毯
4.梵雅地毯
5.梵雅地毯
6.梵雅地毯
7.梵雅地毯
8.梵雅地毯
9.梵雅地毯
10.梵雅地毯
11.梵雅地毯

**VAT Registration Number:**

1.梵雅地毯
2.梵雅地毯
3.梵雅地毯
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5.梵雅地毯
6.梵雅地毯
7.梵雅地毯
8.梵雅地毯
9.梵雅地毯
10.梵雅地毯
11.梵雅地毯

**VAT Registration Address:**

1.梵雅地毯
2.梵雅地毯
3.梵雅地毯
4.梵雅地毯
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6.梵雅地毯
7.梵雅地毯
8.梵雅地毯
9.梵雅地毯
10.梵雅地毯
11.梵雅地毯

**VAT Registration Details:**

1.梵雅地毯
2.梵雅地毯
3.梵雅地毯
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8.梵雅地毯
9.梵雅地毯
10.梵雅地毯
11.梵雅地毯

**VAT Registration Contact:**

1.梵雅地毯
2.梵雅地毯
3.梵雅地毯
4.梵雅地毯
5.梵雅地毯
6.梵雅地毯
7.梵雅地毯
8.梵雅地毯
9.梵雅地毯
10.梵雅地毯
11.梵雅地毯

**VAT Registration Notes:**

1.梵雅地毯
2.梵雅地毯
3.梵雅地毯
4.梵雅地毯
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6.梵雅地毯
7.梵雅地毯
8.梵雅地毯
9.梵雅地毯
10.梵雅地毯
11.梵雅地毯
# GENTILE’S FLOOR CENTER
1100 Central Avenue
ALBANY, NEW YORK 12205

(518) 459-2440
FAX (518) 459-2841

PROPOSAL ACCEPTANCE

PROPOSAL SUBMITTED TO

New Scotland Comm. Center

PHONE

DATE

4/30/19

STREET

11 Old New Salem Rd

JOB NAME

CITY, STATE AND ZIP CODE

New Scotland, NY 12159

JOB LOCATION

SAME

ARCHITECT

DATE OF PLANS

JOB PHONE

We hereby submit specifications and estimates for:

1) Activities Room and Kitchen Storage
   - New Plywood Installed
   - Install Vinyl Plank w/ Base Shoe
   - Move Appliances

   Labor + Material $16,045.00

2) 2 Entrance Areas
   - New Plywood Installed
   - Install Vinyl Plank w/ Base Shoe

   Labor + Material $5050.00

Total 21,145.00

We propose hereby to furnish material and labor—complete in accordance with above specifications, for the sum of twenty-one thousand, one hundred forty-five dollars ($21,145.00).

Payment to be made as follows:

Net 30

All material is guaranteed to be as specified. All work to be completed in a workman-like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen’s Compensation Insurance.

Authorized
Rudy L. Paublen
Signature

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

Date of Acceptance

Signature
<table>
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<tr>
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<th>Fee Description</th>
<th>Account#</th>
<th>Qty</th>
<th>Local Share</th>
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Total State, County & Local Revenues: $3,254,156.66

Total Non-Local Revenues: $205.02

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] 2-1-2019

Diane R. Deschenes 2-1-19
TO THE SUPERVISOR OF THE TOWN OF NEW SCOTLAND:
Pursuant to section 27, subdivision 1, of the Town Law, I hereby make the following statement of all fees and moneys received by me during the month of January 2019 in connection with my office excepting only such fees and moneys the application and payment of which are otherwise provided for by law:

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</table>

State of New York  
County of Albany County  
Town of New Scotland

[Signature]
Diane R. Deschenes  
Town Clerk / Tax Collector

2029 New Scotland Road  
Slingerlands, NY 12159  
Phone:(518) 439-4865
Fax:(518) 478-0217
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 January 2019 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>
</tr>
</thead>
<tbody>
<tr>
<td>1/16</td>
<td>Myers, O'Connor Smith &amp; Co.</td>
<td>(2) death certificate fees</td>
<td>$20.00</td>
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</table>

TOTAL $20.00

STATE OF NEW YORK
COUNTY OF
TOWN OF NEW SCOTLAND

PATRICIA BARKER
Register

, being duly sworn, says that she is the
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 1st day of February, 2019

PATRICIA BARKER
Town Clerk

RECEIPT OF SUPERVISOR

Total amount Fees Remitted to the Supervisor $ 20.00

RECEIVED PAYMENT

Dated: 2/1/2019

Supervisor
February 1, 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 **JANUARY 2019**.

**STARTED:** 72
(both Judges)

**CLOSED:** 60

Money collected: **$9,840**

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,

[Signature]

Hon. Robert W. Johnson, Jr.
January 28, 2019

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 December 2018:

Started Cases – 81
Closed Cases - 62

Money collected - $8,803.00

Sincerely,

[Signature]

David J. Wukitsch
Town Justice
February 1, 2019

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 January 2019

Started Cases – 72 (Both Judges)
Closed Cases - 69

Money collected - $ 8,187.00

Sincerely,

[Signature]
David J. Wukitsch
Town Justice
Pay the Bills  
February 13, 2019

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</table>

The Town of New Scotland is an equal opportunity provider and employer. Discrimination is prohibited by Federal Law. Complaints of discrimination may be filed with USDA, Director, Office of Civil rights Room 326-W, Whitten Building, 14th and Independence Ave., SW, Washington, DC 20250-9410
<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
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<tbody>
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<td>2096</td>
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<td>$91.43</td>
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</table>
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:

<table>
<thead>
<tr>
<th>FROM</th>
<th>CODE</th>
<th>TO</th>
<th>CODE</th>
<th>AMOUNT</th>
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<tbody>
<tr>
<td>Insurance Recoveries</td>
<td>A2680</td>
<td>Senior Outreach/contr.</td>
<td>A6772.4</td>
<td>$206.20</td>
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</table>

To increase revenue (Ins. Recov.) and expenditure (senior outreach/contractual) for amount needed to replace drivers side mirror and buff out drivers side of Nissan after 1/14/19 accident and insurance payment ($885.89).

| Fund Balance | WN0909 | Interfund Loan Interest | WN9795.7 | $50.00 |

To appropriate money from fund balance to interfund loan interest for amount not budgeted for – currently $3.64 in 2019 as interest to repay due to/from.

| Fund Balance | A0909 | Town Clerk/equip. | A1410.2 | $259.99 |

To appropriate money from Fund Balance to Town Clerk/ equipment for purchase of shredder. Town Clerk had begun purchase in 2018 with a sufficient budget in .4/contractual but the shredder did not arrive until 2019.

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