1. Call to Order  
   Mr. LaGrange

2. Pledge of Allegiance

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

4. Approval of the Minutes of the Following:  
   Ms. Deschenes
   - February 8, 2019       Special Town Board Meeting
   - February 13, 2019     Public Hearing Proposed Local Law A of 2019
   - February 13, 2019     Regular Town Board Meeting
   - February 28, 2019     Special Town Board Meeting
   - March 6, 2019            Bid Opening

5. Presentation by Ingrid Haeckel of DEC re: Conservation Advisory Councils  
   Mr. Greenberg

6. Proclamation honoring Eagle Scouts John K. Bievenue & Henry C. Bievenue  
   Mr. LaGrange
   Attachment A

7. Discussion/Action re: Facility Use Agreements with Board of Election regarding Town Hall and Community Center  
   Ms. Deschenes
   Attachment #1

8. Request for use of 1 Town truck, 1 Town employee for truck, and the Town Hall on Community Care Day  
   Mr. LaGrange

9. Discussion/Action regarding speed limit on Hilton Rd.  
   Mr. LaGrange

10. Discussion/Action re: Proposed Local Law B of 2019 amending cell tower law  
    Mr. Hennessy, Jr
    Attachment #2

11. Discussion/Action re: shared purchase of a Packer Truck with Village of Voorheesville  
    Mr. LaGrange
    Attachment #3

12. Discussion/Action re: proposals for replacement of sign at Community Center  
    Mr. Greenberg
    Attachment #4

13. Engineering:  
   - Stantec Engineering Task Order re: Swift Rd Water Booster Station  
   - Stantec Engineering Task Order re: Highway Garage Floor Drain  
   Mr. LaGrange
   Attachment #5
   Attachment #5a
14. Dedication of Phase 2 (includes Phase 6) roadway and utility infrastructure – Kensington Woods Subdivision
   • Stantec Engineering letter with conditional recommendations
   • Agreement between Town and Garrison Projects regarding infrastructure dedication
   • Offer of Cession & Deed
   • Utility Easement
   • Resolution accepting dedication of infrastructure improvements for Phase 2 of Kensington Woods Subdivision

15. Highway/Parks:
   • Summer Field Use applications
   • Authorize Highway Superintendent to advertise for summer help

16. Fire/Ambulance:
   • UBS Certification & Agreement re: Onesquethaw Volunteer Fire LOSAP fund
   • UBS Certification & Agreement re: New Salem Volunteer Fire LOSAP fund
   • Resolution authorizing establishment of accounts with UBS

17. Discussion re: Community Choice Aggregation

18. Discussion/Action re: proposal for GIS audit of streetlights

19. Liaison Reports:

20. Departmental Monthly Reports:
   • Town Clerk, Feb 2019
   • Tax Collector, Feb 2019
   • Registrar, Feb 2019
   • Justice Johnson, Feb 2019
   • Justice Wukitsch, Annual 2018
   • Building Dept.
   • Code Enforcement

21. Pay the Bills

22. Approve any Budget Modifications

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

22. Adjourn
P R O C L A M A T I O N

CONGRATULATING EAGLE SCOUT JOHN K. BIEVENUE

WHEREAS, John Bievenue will be honored on April 7th in the year two thousand nineteen in a ceremony recognizing his attainment of the rank of Eagle Scout, the highest and most coveted rank in scouting; and,

WHEREAS, John has clearly demonstrated that he is a responsible member of the community, having planned, organized, and carried out the construction of new bluebird houses at the Five Rivers Environmental Education Center. He also worked on existing birdhouses by ensuring they are oriented properly and brush is cleared. John’s project is an important part of a state-wide effort to increase the population of our beautiful State bird and his dedication to natural conservation is admirable.

WHEREAS, Scouting has inculcated in our Nation’s young people the goals of building solid values of brotherhood and service to family, community, and country, stimulating minds and bodies, instilling pride and inspiring those involved to important achievements; and,

WHEREAS, the broadest spectrum of business, government and community leaders have been recipients of Scouting’s select recognition – the rank of Eagle Scout; John Bievenue’s name is now added to that roster of successful men; and

WHEREAS, this award is tangible evidence of John’s outstanding character and commitment, and a measure of his future importance to his community.

NOW, THEREFORE, IT IS RESOLVED that the Town Board of the Town of New Scotland as representatives of the Community, warmly congratulates John Bievenue, recognizing and memorializing his achievement, its importance to him and to our community and wishing him success, health and happiness.

BY ORDER OF THE NEW SCOTLAND TOWN BOARD:

WILLIAM HENNESSY, JR.
PATRICIA SNYDER
ADAM GREENBERG
DANIEL LEINUNG

______________________________
DOUGLAS LAGRANGE, TOWN SUPERVISOR

DATED: MARCH 13, 2019
Town of New Scotland  
Albany County, NY  

P R O C L A M A T I O N  


WHEREAS, Henry Bievenue will be honored on April 7th in the year two thousand nineteen in a ceremony recognizing his attainment of the rank of Eagle Scout, the highest and most coveted rank in scouting; and, 

WHEREAS, Henry has clearly demonstrated that he is a responsible member of the community, having planned, organized, and carried out the construction of ten new moveable benches at the Five Rivers Environmental Education Center. The benches are particularly useful as they can be used at various locations throughout the Center. Along with the hard work involved in completing this project Henry also participated in Track & Field and Volleyball at Bethlehem Central High School. 

WHEREAS, Scouting has inculcated in our Nation’s young people the goals of building solid values of brotherhood and service to family, community, and country, stimulating minds and bodies, instilling pride and inspiring those involved to important achievements; and, 

WHEREAS, the broadest spectrum of business, government and community leaders have been recipients of Scouting’s select recognition – the rank of Eagle Scout; Henry Bievenue’s name is now added to that roster of successful men; and 

WHEREAS, this award is tangible evidence of Henry’s outstanding character and commitment, and a measure of his future importance to his community. 

NOW, THEREFORE, IT IS RESOLVED that the Town Board of the Town of New Scotland as representatives of the Community, warmly congratulates Henry C. Bievenue, recognizing and memorializing his achievement, its importance to him and to our community and wishing him success, health and happiness. 

BY ORDER OF THE NEW SCOTLAND TOWN BOARD:  
William Hennessy, Jr.  
Patricia Snyder  
Adam Greenberg  
Daniel Leinung  

Douglas LaGrange, Town Supervisor  

DATED: March 13, 2019
Town of New Scotland

Local Law B 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. The Order permits local municipalities to adopt aesthetic guidelines to ensure that the design, appearance, and other features of buildings and structures are (1) 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 only through 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 interests of the public health, safety and welfare.

SECTION II. Effective Date

This Local Law shall be effective immediately upon passage and filing with the NYS Secretary of State.

SECTION III. 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 not erected in a municipal right-of-way, 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 for Wireless Telecommunications Facilities or Site Plan Approval for Small Cell 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 pursuant to Section 8 of this law or Site Plan Approval for Small Cell Wireless Facilities pursuant to Section 23-A of this law.

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 by using the least visually and physically intrusive facility.

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’.

32. “Small Cell Wireless Facilities” or “Microcell Wireless Facilities” shall be used interchangeably and both shall mean and include facilities that meet the following conditions:

a. The facilities—

   i. are mounted on structures 50 feet or less in height including their antennas as defined in 47 CFR 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;

b. Each antenna associated with the deployment, excluding associated antenna equipment is no more than three cubic feet in volume;

c. 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;

d. The facilities do not require antenna structure registration under 47 CFR Part 17; and

e. The facilities do not result in human exposure to radiofrequency radiation in excess of the applicable safety standards specified in section 47 CFR 1.1307(b).

33. “Site Plan Approval” means the official document or permit by which an Applicant is allowed to construct and use Small Cell Wireless Facilities as granted or issued by the Town.
34. “Right of Way (ROW) access fees” are recurring charges that are assessed, in some instances, to compensate a state or locality for a Small Cell 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).

35. 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.

Section 23-A: Site Plan Applications and Requirements for Small Cell Wireless Facilities.

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

Small Cell Wireless Facilities are only permitted with site plan review in accordance with the regulations set forth in Section II below in zones where it is determined that there is a coverage need in accordance with this Section.

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 Wireless Facility as of the effective date of this Local Law without having first obtained Site Plan Approval from the Town of New Scotland Planning Board.

A. All Applicants for Site Plan Approval for Small Cell Wireless Facilities or any modification of such facility shall comply with the requirements set forth in this section. The Planning Board is the officially designated agency or body of the Town to whom applications for Site Plan Approval of Small Cell Wireless Facilities 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. Pre-Submittal Conference. Prior to submitting an application for a Small Cell Wireless Facility, Applicants are encouraged (but not required) to schedule and attend a pre-submittal conference with the Town of New Scotland Building Inspector and one or more members of the Planning Board to receive informal feedback on the proposed facility and application materials. The pre-submittal conference is intended to identify potential concerns and streamline the formal application review process after submittal.
C. Application Requirements. All applications for Site Plan Approval shall be signed by Applicant, and, if the proposed site is not in a public right-of-way, the landowners. 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:
   a. The proposed Small Cell Wireless Facility shall be maintained in a safe manner, and in compliance with conditions of the Site Plan Approval, without exception, unless specifically granted relief by the Planning Board in writing, as well as all applicable local laws, ordinances, and regulations, and all applicable Town, State and Federal laws, rules, and regulations; and
   b. The construction of the Small Cell 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 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 which 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 application;

4. The name, address, and phone number of the property owner, operator, and Applicant, and the legal status of the Applicant. If the proposed location is within a municipal right-of-way the site plan must show the legal bounds of the right-of-way;

5. If the proposed site is not within a municipal right-of-way, 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. If the proposed site is not within a municipal right-of-way, a copy of the deed and any easements or restrictions and shall include field monumentation of property corners;

9. The location of the nearest residential structure and all property owners within 1000 feet from the proposed site;

10. If the proposed site is not within a municipal right-of-way, the location, size and height of all existing 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 existing landscaping, vegetation and fencing and of all proposed 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 and foundation are appropriately sized and have sufficient strength to accommodate the additional small cell equipment structural loads, including, but not limited to: plan, elevation, and section views of facilities, structural design in accordance with the New York State Building Code including foundation, wind, and seismic, electrical power design plans as well as back-up generator plans/requirements. The small cell equipment structural shall be provided by the network provider as per the current Telecommunications Industry Association (TIA) Rev-G standard;

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
19. Certification that the proposed antenna(a) 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;

21. If the application proposes to install the Small Cell Wireless Facility on a utility pole or structure, certification must be provided that said pole or structure and foundation 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 Facilities 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 and/or as set by the Town Board.

D. In addition to the above application requirements the following the following Aesthetic, Concealment and Design Standards for Small Cell Wireless shall apply to all applications for Site Plan Approval. Deployments shall conform to the following design standards:

1. If the Applicant is able to meet the range of the Small Cell Wireless Facilities by the addition of a macro-antennae to an existing cell tower, then the Applicant must establish that the addition of a macro-antennae is not commercially practicable before a Site Plan Approval for a Small Cell Wireless Facility may be granted.

2. General requirements.
   a. Ground mounted equipment enclosures should be located in the right-of-way, including equipment installed 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 Cell 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 pole and new pole locations shall comply with the Americans with Disabilities Act (ADA) and the authority having jurisdiction over 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 right-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 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 is on an existing tower facility. A Small Cell 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 Cell Wireless Facilities’ preferred locations are on a pole located with the least visible impact.

k. Antennas, ancillary equipment, conduit, and cable shall not dominate the structure or pole upon which they are attached.
1. Except for locations in the right-of-way, Small Cell 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 Cell Wireless Facilities mounted on poles within the right-of-way when assessing proposed siting locations so as to not adversely affect the visual character of the Town. In doing so the Planning Board may require a visual assessment, use of photo-simulations, or other visual analysis tools to aid in its consideration. 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. In the event that installation of the proposed Small Cell Wireless Facilities require disturbance to surrounding land, the Applicant shall be responsible for restoring the site to its original condition.

o. 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.

3. All Small Cell Wireless Facilities shall be placed on existing structures unless the Applicant meets the requirements of Section (D)(7)(a) below.

a. Locations of Small Cell Wireless Facilities. Applicants for Small Cell Wireless Facilities shall locate, site and erect said facilities in accordance with the following priorities, one (i) being the highest priority and four (iv) being the lowest priority:

i. Existing Town-owned structures or facilities. Small Cell Wireless Facilities shall be prohibited on residential buildings and commercial buildings which are not Town-owned structures or facilities.

ii. On, in, or adjacent to, existing electrical power line transmission towers or power poles in the municipal right-of-way. If public utilities are currently located along rear property lines, then Small Cell Wireless Facilities shall be located within the same rear right-of-way as those utilities as opposed to the front yard right-of-way.

iii. On or adjacent to existing structures or facilities within the Town such as existing water towers, church steeples, silos etc.
iv. On or in a proposed new structure if the requirements of Section (D)(7)(a) below have been met by the Applicant.

b. If the proposed site is not proposed for the highest priority listed above, then a detailed explanation must be provided as to why a site of a higher priority was not selected. The Applicant must satisfactorily demonstrate the reason(s) why such Approval should be granted for the proposed site, and the hardship that would be incurred by the Applicant, if the permit was not granted for the proposed site.

c. Notwithstanding that a potential site may be situated in an area of highest priority or highest available priority, the Planning Board may, if otherwise permitted by law, disapprove an application for any of the following reasons:

i. conflicts with safety and safety-related codes and requirements;

ii. interferes with line of sight for pedestrian and vehicular traffic;

iii. conflicts with the historic nature or character of a neighborhood or historical district;

iv. the placement and location of said facilities would create an unacceptable risk, or the reasonable probability of such, to residents, the public, employees and agents of the Town, or employees of the service provider or other service providers;

v. conflicts with the provisions of this Local Law;

vi. conflicts with the nature and character of the neighborhood.

4. Small Cell 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 technically infeasible, or is incompatible with the pole design, in which case 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 Cell Wireless Facilities. If the equipment cannot be concealed within the pole and requires an enclosure, the enclosure should be detached and located behind the pole or underground, provided that such location does not interfere with roads and sidewalks, underground infrastructure, or traffic line of sight or is otherwise determined by the Planning Board to negatively affect the aesthetics of the premises or adjacent properties.

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 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 authority having jurisdiction 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 Section 23-A(II)(D)(7).
5. Wooden pole design standards. Small Cell 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 Cell 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 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. 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 Cell Wireless Facilities. All ancillary equipment and boxes that cannot be mounted to the pole and require an enclosure must be located in an enclosure that is detached and located behind the pole or underground, provided that such location does not interfere with roads and sidewalks, underground infrastructure, or traffic line of sight or is otherwise determined by the Planning Board to negatively affect the aesthetics of the premises or adjacent properties.

e. All Small Cell Wireless Facility 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 Section 23-A(II)(D)(4)(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 beyond the face of the pole. All equipment that would exceed the allowed distance should be detached and installed next to the 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 28 cubic feet. Multiple equipment enclosures may be acceptable if designed to more closely integrate with the pole design and does not cumulatively exceed 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-
exiting 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 Cell 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 Cell 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 Cell Wireless Facility becomes unnecessary, the pole shall not be retained for the sole purpose of accommodating the Small Cell Wireless Facility and the Small Cell Wireless Facility and all associated equipment shall be removed.

o. The diameter of a replacement pole shall comply with the authority which has jurisdiction over 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 Cell Wireless Facility.

6. Small Cell Wireless Facilities mounted on cables strung between existing utility poles shall be prohibited.

7. Concealment requirements for new poles in the right-of-way for Small Cell Wireless Facilities.

a. New poles within the right-of-way are only permitted if the Applicant can establish that:

   i. The proposed Small Cell Wireless Facility cannot be located on an existing utility or light pole, electrical transmission tower, or on a site outside of the public right-of-way such as a public park, public property, transmission tower, or water tower;

   ii. The proposed Small Cell Wireless Facility receives approval for a concealment element design; and

   iii. 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 Cell 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 Cell Wireless Facility. The proposed pole or structure should have similar designs to existing neighboring poles in the right-of-way, including similar height to the extent technically feasible.

d. 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 Planning Board or designee otherwise approves a variation due to aesthetic or safety concerns. Any concealment element design for a Small Cell Wireless Facility on a decorative pole should attempt to mimic the design of such pole and integrate the Small Cell 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.

e. If the Planning Board or designee has already approved a concealment element design either for the Applicant or another Small Cell 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.

f. 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 that provide similar or greater protections of the street scape.
E. Height and Setback Requirements. Small Cell Wireless Facilities proposed in a municipal right-of-way shall adhere to the height requirement set forth in Section 23-A herein and be excepted from the height and setback regulations set forth in Section 190-29 of the Town of New Scotland Zoning Code. In the instance that the Small Cell Wireless is proposed on an existing building or structure the Small Cell Wireless cannot increase the height of the existing building by more than five (5) feet.

F. Small Cell Wireless Facility Modification Permit. A Small Cell modification permit is required prior to (1) replacing transmission equipment at a permitted Small Cell Wireless Facility that increases the overall volume or height of the facility or (2) adding new transmission equipment to a permitted facility. Modifications of original Small Cell Wireless Facilities shall require Site Plan Approval in accordance with the procedure set forth in Section 23-A(I)(D)-(G) above.

G. Application. The Building Inspector shall specify, in writing, the application submittal requirements to the Applicant. If the application for a modification permit is made within two (2) years or less after the original application for permit and the Building Inspector determines that certain application materials as required in Section (C) above for the modification are duplicative of those provided with the original application for Permit then the Building Inspector after consultation with the Planning Board Chair may waive specific submittal requirements as unnecessary for review of any particular application. The Building Inspector may require additional material when the Building Inspector determines such material is needed to adequately assess the proposed modification.

1. Application fees. All applications for modifications of permits shall be accompanied by a reasonable application fee and a map in an amount to be determined by the Town Board by periodic resolution to cover the Town’s costs in processing the application, including application review, permit issuance and facility inspection. The Planning Board may also assess necessary reasonable consultant fees as permitted by Local Law.

2. Public Hearing. A public hearing shall be mandatory for all Small Cell Wireless Facility applications, including modification 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. 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.

H. Timeframe for Action by Building Inspector. If the Building Inspector determines that an application is incomplete, the Building Inspector shall notify the Applicant in writing within 10 days of receipt of the application with a statement listing the additional information needed to make the application complete and the basis for requiring the submission of such information. The Building Inspector may issue
additional notices that an application is incomplete if any supplemental submittal
does not contain all of the information requested by the Building Inspector in the
original notice of incompleteness. The Building Inspector shall issue any such
additional notices within 10 business days of receipt of the supplemental submittal. If
the Applicant does not supply a complete response within 120 days of the Building
Inspector’s initial request, the Building Inspector may deem the application expired in
which case a new application may be resubmitted with new application fees.

I. Timeframe for Planning Board Action.

1. All determinations to approve, deny, or modify an application for Site Plan
   Approval for Small Cell Wireless Facilities to be sited on existing structures must
   be made by the Planning Board within 45 days from the date the complete
   application is submitted to the Building Inspector.

2. All determinations to approve, deny, or modify an application for Site Plan
   Approval for Small Cell Wireless Facilities requiring placement on a new
   structure must be made by the Planning Board within 60 days from the date the
   complete application is submitted to the Building Inspector.

3. 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 23-A(II) (C).

Section 28. ANNUAL NIER CERTIFICATION shall be amended to read:

The holder of the Special Use Permit or Site Plan Approval granted pursuant to this law
shall, annually, certify to the Town of New Scotland Building Inspector that the NIER levels at
the site are within the threshold levels adopted by the FCC.

Section 29. LIABILITY INSURANCE shall be amended to read:

A. A holder of a Special Use Permit for Wireless Telecommunications Facilities or Site
   Plan Approval for Small Cell Wireless Facilities shall secure and at all times maintain
   public liability insurance for personal injuries, death, and property damage, and
   umbrella insurance coverage for the duration of the Special Use Permit or Site Plan
   Approval in amounts as set forth below:

   1. Commercial General Liability covering personal injuries, death and property
      damage: $1,000,000 per occurrence/$2,000,000 aggregate;

   2. Automobile Coverage: $1,000,000.00 per occurrence/$2,000,000 aggregate;

   3. Workers Compensation and Disability: Statutory amounts.
B. The commercial general liability insurance policy shall specifically include the Town and its officers, boards, employees, committee members, attorneys, agents and consultants as additional named insureds.

C. The insurance policies shall be issued by an agent or representative of an insurance company licensed to do business in the State and with a Best's rating of at least A.

D. The insurance policies shall contain an endorsement obligating the insurance company to furnish the Building Inspector with at least 30 days prior written notice in advance of the cancellation of the insurance.

E. Renewal or replacement policies or certificates shall be delivered to the Building Inspector at least 15 days before the expiration of the insurance that such policies are to renew or replace.

F. Before construction of a permitted Wireless Telecommunications Facility or Small Cell Wireless Facility is initiated, but in no case later than 15 days after the grant of the Special Use Permit or Site Plan hereunder, the holder of the Special Use Permit or Site Plan Approval shall deliver to the Town a copy of each of the policies or certificates representing the insurance in the required amounts.

Section 30. INDEMNIFICATION shall be amended to read:

A. Any application for Wireless Telecommunication Facilities or Small Cell Wireless Facilities that is proposed on Town-owned property, pursuant to this Local Law, shall contain a provision with respect to indemnification. Such provision shall require the Applicant, to the extent permitted by the Law, to at all times defend, indemnify, protect, save, hold harmless, and exempt the Town, and its officers, boards, employees, committee members, attorneys, agents, and consultants from any and all penalties, damages, costs, or charges arising out of any and all claims, suits, demands, causes of action, or award of damages, whether compensatory or punitive, or expenses arising therefrom, either at law or in equity, which might arise out of, or are caused by, the placement, construction, erection, modification, location, products performance, use, operation, maintenance, repair, installation, replacement, removal, or restoration of said Facility, excepting, however, any portion of such claims, suits, demands, causes of action or award of damages as may be attributable to the negligent or intentional acts or omissions of the Town, or its servants or agents. With respect to the penalties, damages or charges referenced herein, reasonable attorneys' fees, consultants' fees, and expert witness fees are included in those costs that are recoverable by the Town.

B. Notwithstanding the requirements noted in subsection (A) of this section, an indemnification provision will not be required in those instances where the Town itself applies for and secures a Special Use Permit for Wireless Telecommunications Facilities or Site Plan Approval for Small Cell Wireless Facilities.
Section 31. FINES shall be amended to read:

A. In the event of a violation of this Local Law or any Special Use Permit issued or Site Plan Approval granted pursuant to this Local Law, the Town Board may impose and collect, and the holder of said Special Use Permit or Approval shall pay to the Town, fines or penalties as set forth below.

B. A violation of this Local Law is hereby declared to be an offense, punishable by a fine not exceeding ($350.00) three hundred fifty dollars per day per occurrence or imprisonment for a period not to exceed 15 days, or both for conviction of a first offense; for conviction of a second offense both of which were committed within a period of five years, punishable by a fine not less than ($350.00) three hundred fifty dollars per day nor more than ($700.00) seven hundred dollars per day or imprisonment for a period not to exceed 15 days, or both; and, upon conviction for a third or subsequent offense all of which were committed within a period of five years, punishable by a fine not less than ($700.00) seven hundred dollars per day nor more than ($1,000.00) one thousand dollars per day or imprisonment for a period not to exceed 15 days, or both. However, for the purpose of conferring jurisdiction upon courts and judicial officers generally, violations of this article or of this Local Law or regulation shall be deemed misdemeanors and for such purpose only all provisions of Law relating to misdemeanors shall apply to such violations. Each day's continued violation shall constitute a separate additional violation.

C. Notwithstanding anything in this Local Law, the holder of the Special Use Permit or Site Plan Approval may not use the payment of fines, liquidated damages or other penalties, to evade or avoid compliance with this Local Law or any section of this Local Law. An attempt to do so shall subject holder of the Special Use Permit or Approval to termination and revocation of said Permit/Approval. The Town may also seek injunctive relief to prevent the continued violation of this Local Law, without limiting other remedies available to the Town.

Section 32. DEFAULT AND/OR REVOCATION shall be amended to read

A. If Wireless Telecommunications Facilities or Small Cell Wireless Facilities are repaired, rebuilt, replaced, moved, relocated, modified or maintained in a way that is inconsistent or not in compliance with the provisions of this Local Law or the permits or approvals granted hereunder, then the Building Inspector shall notify the holder of the Permit or Approval in writing of such violation. Such notice shall specify the nature of the violation or non-compliance and that the violations must be corrected within 10 days of the date of the postmark of the Notice, or of the date of the personal service of the Notice, whichever is earlier. Notwithstanding anything to the contrary in this subsection or any other section of this Local Law, if the violation causes, creates or presents an imminent danger or threat to the health or safety of lives or property, the Building Inspector may, at its sole discretion, order the violation remedied within 24 hours.
B. If within the period set forth in (A) above the Wireless Telecommunications Facilities and/or Small Cell Wireless Facilities are not brought into compliance with the provisions of this Local Law, or Permit or Approvals granted hereunder, or substantial steps are not taken in order to bring the affected Wireless Telecommunications Facilities and/or Small Cell Wireless Facilities into compliance, then the Building Inspector may revoke such Permits and/or Approvals granted hereunder, and shall notify the holder of the Permits and/or Approvals within 48 hours of such action.

Section 33. REMOVAL OF WIRELESS TELECOMMUNICATIONS FACILITIES shall be amended to read:

REMOVAL OF WIRELESS TELECOMMUNICATIONS AND SMALL CELL WIRELESS FACILITIES

A. Under the following circumstances, the Planning Board may determine that the health, safety, and welfare interests of the Town warrant and require the removal of Wireless Telecommunications Facilities and/or Small Cell Wireless Facilities:

1. Wireless Telecommunications Facilities and/or Small Cell Wireless Facilities have been abandoned (i.e. not used as Wireless Telecommunications Facilities and/or Small Cell Wireless Facilities) for a period exceeding 90 consecutive days or a total of 180 days in any 365 day period, except for periods caused by Acts of God, in which case, repair or removal shall commence within 90 days of notification by the Building Inspector;

2. Permitted Wireless Telecommunications Facilities and/or Small Cell Wireless Facilities fall into such a state of disrepair that it creates a health or safety hazard;

3. Wireless Telecommunications Facilities and/or Small Cell Wireless Facilities have been located, constructed, or modified without first obtaining, or in a manner not authorized by, the required Special Use Permit, or approval, or any other necessary authorization.

B. If the Building Inspector makes a determination as noted in subsection (A) of this section, then the Building Inspector shall notify the holder of the Special Use Permit for the Wireless Telecommunications Facilities and/or Small Cell Wireless Facilities within 48 hours that said Wireless Telecommunications Facilities and/or Small Cell Wireless Facilities are to be removed. The Building Inspector may approve an interim temporary use agreement/permit, such as, for example, to enable the sale of the Wireless Telecommunications Facilities or Small Cell Wireless Facilities.

C. The holder of the Permit or Approval granted hereunder, or its successors or assigns, shall dismantle and remove such Wireless Telecommunications Facilities and/or Small Cell Wireless Facilities, and all associated structures and facilities, from the site and restore the site to as close to its original condition as is possible, such
restoration being limited only by physical or commercial impracticability, within 90 days of receipt of written notice from the Building Inspector. However, if the owner of the property upon which the Wireless Telecommunications Facilities and/or Small Cell Wireless Facilities are located wishes to retain any access roadway to the Wireless Telecommunications Facilities, the owner may do so with the approval of the Building Inspector.

D. If Wireless Telecommunications Facilities and/or Small Cell Wireless Facilities are not removed or substantial progress has not been made to remove the Facilities within 90 days after the Permit/Approval holder has received notice, then the Building Inspector may order officials or representatives of the Town to remove the Wireless Telecommunications Facilities and/or Small Cell Wireless Facilities at the sole expense of the owner or holder of the Permits/Approvals granted hereunder.

E. If, pursuant to this section, the Town removes, or causes to be removed, Wireless Telecommunications Facilities and/or Small Cell Wireless Facilities, and the owner of the same does not claim and remove it from the site to a lawful location within 10 days, then the Building Inspector may take steps to declare the Wireless Telecommunications or Small Cell Wireless Facilities abandoned, and sell them and their components and keep the proceeds from such Facilities sale.

F. Notwithstanding anything in this Section to the contrary, the Building Inspector may approve a temporary use permit/agreement for the Wireless Telecommunications Facilities and/or Small Cell Wireless Facilities, for no more than 90 days, during which time a suitable plan for removal, conversion, or re-location of the affected Wireless Telecommunications Facilities and/or Small Cell Wireless Facilities shall be developed by the holder of the Special Use Permit or Site Plan Approval, subject to the approval of the Planning Board, and an agreement to such plan shall be executed by the holder of the Special Use Permit or Site Plan Approval and the Planning Board. If such a plan is not developed, approved and executed within the 90 day time period, then the Town may take possession of and dispose of the affected Wireless Telecommunications Facilities and/or Small Cell Wireless Facilities in the manner provided in this Section.

Section 34. RELIEF shall be amended to read:

Any Applicant desiring relief, waiver or exemption of procedures required by this Local Law may request such, provided that the relief or exemption is contained in the original application for either a Special Use Permit or Site Plan Approval, or in the case of an existing or previously granted Special Use Permit or Site Plan Approval a request for modification of its Tower and/or facilities. Such relief may be temporary or permanent, partial or complete. However, the burden of proving the need for the requested relief, waiver or exemption is solely on the Applicant to prove. The Applicant shall bear all costs of the Town in considering the request and the relief, waiver or exemption. No such relief or exemption shall be approved unless the Applicant demonstrates by clear and convincing evidence that, if granted the relief, the requested waiver or exemption will have no significant effect on the health and safety,
including but not limited to the nature and character of the community, and welfare of the Town, its residents and other service providers.

Section 35. ADHERENCE TO STATE AND/OR FEDERAL RULES AND REGULATIONS shall be amended to read:

A. To the extent that the holder of a Special Use Permit for Wireless Telecommunications Facilities or Approval for Small Cell Wireless Facility has not received relief, or is otherwise exempt, from appropriate State and/or Federal agency rules or regulations, then the holder of such a Special Use Permit or Approval shall adhere to, and comply with, all applicable rules, regulations, standards, and provisions of any State or Federal agency, included, but not limited to, the FAA and the FCC. Specifically included in this requirement are any rules and regulations regarding height, lighting, security, electrical and radio frequency (RF) emission standards.

B. To the extent that applicable rules, regulations, standards, and provisions of any State or Federal agency, including but not limited to, the FAA and the FCC, and specifically including any rules and regulations regarding height, lighting, and security are changed and/or are modified during the duration of a Special Use Permit for Wireless Telecommunications Facilities or Approval for Small Cell Wireless/Microcell Wireless Facility, then the holder of such a Special Use Permit or Approval shall conform the permitted Facilities to the applicable changed and/or modified rule, regulation, standard, or provision within a maximum of 24 months of the effective date of the applicable changed and/or modified rule, regulation, standard, or provision, or sooner as may be required by the issuing entity.
INTERMUNICIPAL SHARED EQUIPMENT AGREEMENT

[For 2019 International Packer Truck]

This Agreement made as of this ___ day of ______________, 2019, by and between the Town of New Scotland (the “Town”), a municipal corporation organized and existing under the laws of the State of New York, with offices located at the Town Hall, 2029 New Scotland Road, Slingerlands, New York 12159, and the Village of Voorheesville (the “Village”), a municipal corporation organized and existing under the laws of the State of New York, with offices located at 29 Voorheesville Avenue, Voorheesville, New York 12186 (collectively, “The Municipalities”).

RECITALS

WHEREAS, the Municipalities desire to work cooperatively to purchase equipment and reduce expenses by sharing equipment;

WHEREAS, the Village and the Town have authorized the purchase from Onondaga County Contract #8996 of one (1) 2019 International Packer Truck [HV607] single axle chassis with 20 yard Pac-Mor R100C refuse packer body, and which is described on Exhibit A to this Agreement (the “Equipment”);

WHEREAS, delivery of the Equipment is expected in August, 2019. The Municipalities plan to jointly own the Equipment, each pay fifty percent (50%) of the purchase price, and share use of the Equipment;

NOW, THEREFORE for good and valuable consideration the receipt and sufficiency of which is acknowledged, it is hereby agreed as follows:

1. **Purchase Price/Ownership**: The Town and the Village shall each contribute fifty percent (50%) of the purchase price to pay for the Equipment. The estimated total cost of the Equipment is $141,956.00. The Town and the Village shall jointly own the Equipment in the following proportions: Town – 50%; Village – 50%.

2. **Storage**: During the period that the Equipment is not in use, each Municipality shall store the equipment in a safe location during the period the Equipment is assigned to it and/or according to mutual agreement.

3. **Usage Schedule**: The parties shall mutually agree upon a usage schedule such that each Municipality is able to use the Equipment fifty percent (50%) of the time. If a party does not intend to use the Equipment during the period it is assigned to such party, the other party shall be notified and offered the use of the Equipment during such period. The Superintendent of Highways or Commissioner of the Department of Public Works who has been assigned responsibility for scheduling the use of the Equipment shall maintain a schedule and coordinate usage with his/her counterpart.
4. **Repair:**

   (A) If the Equipment requires repair, each party shall pay, on a 50/50 basis, the cost of the repair. Prior to proceeding with repair, an estimate will be obtained and shared; each party must agree to proceed with repair prior to commencing work. Payment of any repair invoice shall be due no later than 45 days after payment is requested.

   (B) The parties shall have the right to opt out of this Agreement after the Equipment is no longer operable. If any party elects to opt out of repairing or replacing the Equipment, then and in that event, the remaining party shall distribute to the opting out party its proportionate share of the Equipment’s trade-in or salvage value, whichever is greater.

5. **Maintenance:** Repairs and maintenance to the Equipment beyond the expertise of the Town/Village employees are to be made by a factory approved service center or comparable facility. Responsibility for transportation to and from such service facility is to be handled by the Municipality whose possession the Equipment is in at the time service is required.

6. **Recordkeeping:** Each party shall maintain a log of the location of usage of the Equipment (e.g. street name and nearest cross street), and share the log via email.

7. **Insurance:** Each party shall maintain insurance on the Equipment. If primary responsibility for insuring the Equipment is required by the insurer, the Town shall assume primary responsibility for insuring the Equipment.

8. **Loaning Equipment to Third Parties:** Neither party shall loan, license, or lease the Equipment to any third-party without the prior written consent of each Municipality. Any municipality renting said Equipment to a third-party shall agree to indemnify and hold harmless the Village and the Town for any and all claims arising out of the use and operation of the Equipment.

9. **Term of the Agreement:** This Agreement shall be binding upon the parties hereto for the life of the Equipment being purchased and so long as the Equipment is no longer operable or the cost of maintaining same in an operable condition becomes prohibitive.

10. **Good Faith:** The parties agree for the life of this Agreement to participate in good faith towards the administration of this contract. The parties will review this contract annually to consider whether or not any changes may be required for the most efficient and effective use, operation and scheduling of said Equipment.

11. **Insurance Company Approval:** Each party shall obtain approval from their respective insurance carriers for the purpose of confirming that insurance coverage can and will be provided for the use of this Equipment.
12. **Default:** Should any party be found to be in violation of any of the terms, covenants or conditions of this Agreement including maintenance responsibilities, then, and in that event, the party alleging a default shall promptly notify the defaulting municipality. If a default is not cured, and continues in excess of thirty (30) days, then the non-defaulting party may commence an action to enforce its rights under this Agreement.

13. **Grant Application:** The Municipalities shall apply for a grant through the County of Albany, and request reimbursement for a portion of the purchase price of the Equipment.

14. **Miscellaneous:**

   (A) **Partial Invalidity:** If any provision of this Agreement shall be held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

   (B) **Binding Effect:** Except as otherwise stated herein, all provisions of this Agreement shall be binding upon the parties hereto, their respective governing boards and successors in interest.

   (C) **Indemnity/Hold Harmless:** The Municipalities that are signatories to this Agreement agree to indemnify and hold each other harmless from any costs, damages, claims and expenses attributable to the negligence of their agents or employees performing duties or services under this Agreement.

   (D) **Assignment:** This contract may not be assigned by any party without the express written consent of the other party.

   (E) **Notices:** Any notice required to be given by any party to this Agreement shall be delivered via the United States mail (certified-return receipt) or by overnight courier to the address listed above or such other address designated in writing by the parties.

   (F) **Complete Agreement:** This Agreement contains the entire agreement between the parties hereto with respect to the matters contained herein and it may not be changed, altered, modified, limited, terminated, or extended orally or by any agreement between the parties unless such agreement is in writing and signed by the parties hereto.

   (G) **Law Governing:** This Agreement shall be construed in accordance with the laws of the State of New York. The venue of any action arising out of this Agreement shall be in the Supreme Court of the State of New York, Albany County.
(H) **Survival.** The provisions of the Agreement relating to indemnification from one party to the other party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

(I) **Execution in Counterparts.** This Agreement may be executed in one or more counterparts, any one or all of which shall constitute one agreement. This Agreement may be executed and delivered via facsimile or email transmission.

TOWN OF NEW SCOTLAND

By: ____________________________

Douglas LaGrange, its Supervisor

Date: ________________________, 2019

VILLAGE OF VOORHEESVILLE

By: ____________________________

Robert Conway, its Mayor

Date: ________________________, 2019
EXHIBIT A
<table>
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<tr>
<td>MSRP Chassis Options</td>
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<td>20 Yard Packer Body</td>
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**WARRANTY AND LOCAL PURCHASES**

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<tr>
<td>NY State Inspection, Fire Extinguisher, Tri Angle Kit P &amp; D, Delivery</td>
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<tr>
<td>60 Month 100,000 Mile Engine Extended Warranty</td>
<td>4,380.00</td>
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<tr>
<td>60 Month 100,000 Mile Extended After Treatment Warranty</td>
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LETTER, PURCHASE ORDER OR VOUCHER MUST BE MADE OUT TO:

**NAVISTAR, INC.**
399 Albany Shaker Road
Suite 202
Loudonville, NY 12211

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<tr>
<td>PRICE PACKAGE</td>
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<tr>
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<td>ADDITIONAL DISCOUNT</td>
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<td>TOTAL DELIVERED PRICE</td>
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</tbody>
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WB 207 CA/CT 138 AF 75 RATIO 5.57

PAINT COLOR Forest Green PAINT CODE# 5F79
QUOTATION

JOB No: WDC CC DATE: 2/8/19
ORDERED BY: WALTER LA GORELLE 46 DOW LN LACAUCE
BUSINESS NAME: TOWN OF NEW SCOTLAND
ADDRESS: 46 DOW LN LACAUCE
CITY/STATE/ZIP: SUTERTSVILL, NY 12159
PHONE: 518-439-0938. FAX:
ESTIMATED DELIVERY DATE: 4-SWEEKS
No. OF SIGNS IN THIS ORDER: ONE

DESCRIPTION: (INCLUDE TYPE OF SIGN, SIZE, COLORS AND EXACT WORDING)

1. Custom. 3D. MDO Wood Sign. Single Sided
   Size: Updated to Cover Holes in Building
   Sign: 36" x 144" Wyman Osterhout and Community Center. 1/2" and 1/4" Raised Lettering,
   Colors as per Drawing.

INSTALLATION:

40% DEPOSIT REQUIRED ON ALL SIGN ORDERS
BALANCE DUE UPON COMPLETION

CUSTOMER: DATE:

NOTE: ALL SIGN PERMITS ARE THE RESPONSIBILITY
OF THE CUSTOMER UNLESS STATED. IT IS AGREED THAT
ANY ADDITIONS TO THIS ORDER BY THE CUSTOMER SHALL
RESULT IN A CHANGE OF PRICE.

SUB TOTAL: $1,985.00
SALES TAX: EXEMPT
TOTAL: $1,985.00
LESS DEPOSIT: $1,000.00
CRed BALANCE DUE: $985.00
QUOTATION

JOB No: WLEC #2. DATE: 2/18/19.
ORDERED BY: WAYNE LACHAPELLE. 96 DUX LACMAULIE.
BUSINESS NAME: TOWN OF NEW SCOTLAND.
ADDRESS: DT 55 NEW SCOTLAND RD.
CITY/STATE/ZIP: SPARKLANDS, NY 12159.
PHONE: 518-434-0938. FAX: _______________________
ESTIMATED DELIVERY DATE: ____________________
No. OF SIGNS IN THIS ORDER: 1 PC.

DESCRIPTION: (INCLUDE TYPE OF SIGN, SIZE, COLORS AND EXACT WORDING)

INSTALLATION OF 36"X 144" SIGN AT WYMAN:
... DISTERHOUT COMMUNITY BUILDING, CWER WER
AREA FROM PREVIOUS SIGN.

INSTALLATION: INC.

40% DEPOSIT REQUIRED ON ALL SIGN ORDERS
BALANCE DUE UPON COMPLETION

CUSTOMER: ____________________ DATE: ______________

NOTE: ALL SIGN PERMITS ARE THE RESPONSIBILITY
OF THE CUSTOMER UNLESS STATED. IT IS AGREED THAT
ANY ADDITIONS TO THIS ORDER BY THE CUSTOMER SHALL
RESULT IN A CHANGE OF PRICE.

SUB TOTAL: $400.00
SALES TAX: EXEMPT
TOTAL: $400.00
LESS DEPOSIT: ____________________
CASH BALANCE DUE: $400.
March 8, 2019
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 Booster Station Consulting Engineering
Town of New Scotland, Albany County, New York
Town Fund HSR 8320.2

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, for services related to the Swift Road Water District booster station.

PROJECT UNDERSTANDING:

The Department of Public Works has requested that Stantec review the 3 proposals received to date and assist with construction administration for installation of VFD’s at the Swift Road Booster Station. Several concerns presented by the DPW commissioner were related to water storage, operating pressures, and the emergency alarm system. The original scope was intended to provide proposal review with DPW oversight into construction. With the recent news of DPW commissioner departure we have been requested to provide a minor increase in construction oversight and administration.

SCOPE OF SERVICES:

Tasks to be undertaken for DPW assistance services for the Swift Road Booster Station VFD’s:

- Review of proposals received by DPW commissioner providing Stantec’s recommendation. Review efforts have already commenced and efforts to date total $2,365. Stantec’s recommendation letter to be composed upon receipt of final quote;

- Effort of technical staff to support DPW on design or construction issues (20 hours);

Assumptions:

- Construction observation services are provided on a time and material basis.
The estimated effort for construction relies heavily on the proficiency and competence of the contractor selected to complete the work.

This estimate does not include any bid phase or project closeout assistance.

This effort is part-time and relies heavily on Town forces to provide regular oversight and direction to the contractor.

**Professional Services Budget and Schedule:**

Stantec proposes to bill each task as indicated in the Budget and Schedule Summary table below. The budget estimates included in the table are based on our understanding and assumptions and the scope of work described previously. Invoices will be issued monthly for all services performed during that month, and are payable upon receipt. Lump sum tasks will be billed as percentage of completion. Time and material tasks will be billed based on the actual hours and reimbursable expenses incurred, at the contract rates established under our term contract with the Town. Reimbursable expenses associated with lump sum tasks are included within the stated budgets.

**BUDGET AND SCHEDULE SUMMARY**

<table>
<thead>
<tr>
<th>TASKS</th>
<th>BUDGET ESTIMATE</th>
<th>PROPOSED SCHEDULE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task #</td>
<td>Task Description</td>
<td>Lump Sum Fee</td>
</tr>
<tr>
<td>300</td>
<td>Booster Station VFD Engineering Services</td>
<td>$5,500</td>
</tr>
<tr>
<td>TOTAL ESTIMATED COST</td>
<td>$5,500</td>
<td></td>
</tr>
</tbody>
</table>

Design with community in mind
PROFESSIONAL SERVICES AGREEMENT CHANGE ORDER

Change Order # 2  Date 8 March 2019

“STANTEC”  STANTEC CONSULTING SERVICES INC.
STANTEC Project # 195115011
3 Columbia Circle, Suite 6, Albany, NY 12203
Ph: (518) 452-4358  Fx: (518) 452-9234
email: Garrett.Freuh@stantec.com

CLIENT  TOWN OF NEW SCOTLAND
Client Project #
2029 New Scotland Road, Slingerlands, NY 12159
Ph: (518) 439-9153  Fx: (518) 439-1215
email: dlagrange@townofnewscotland.com; Attention: Douglas LaGrange - Town Supervisor

Project Name and Location:  Highway Garage Floor Drains

In accordance with the original Professional Services Agreement dated 19 May 2014 and Change Orders thereto, the Agreement changes as detailed below are hereby authorized.

This project has experienced several unforeseen restrictions imposed by NYSDEC. Coordinating and incorporating these additional design measures has led to additional timeframe of project and additional scope of design. This project has received the final SPDES Permit from NYSDEC to utilize well water for washing of trucks without detergents. Ken Guyer is planning to get the existing onsite well operational with minimal efforts to obtain a recent sample and test against the SPDES Permit effluent limits. Once the results are received the well can be further evaluated to ensure this is a viable option.

At this time, Stantec has no remaining budget to assist with this project. To keep this project on schedule with the SPDES Permit requirements, Stantec is requesting that the supplemental budget below be approved to assist with development of the Best Management Practices (BMP) plan and to assist with construction administration utilizing Bethlehem’s emergency contractor list on a time and materials basis. Supplements to the previous approved tasks are further described as follows:

Task 3. Plans & Specifications  $3,600

Scope:  Costs for TDE services were originally based on an agreed amount between the Town and Stantec, which has been surpassed.

The Final SPDES Permit issued by NYSDEC has required that a BMP plan be developed and submitted within 6 months to the Regional Water Engineer. Stantec estimates roughly 30 hours on a time and material basis will be necessary to prepare this plan for the Highway Garage.

Task 9. Construction Observation  $2,000

Scope:  Costs for TDE services were originally based on an agreed amount between the Town and Stantec, which has been surpassed.

The Construction Task budget was previously shifted to the Permitting/Environmental Review Task and requires supplemental deposit to carry through the end of this project. It is anticipated that 3 site visits at 2 hours, along with 10 hours of Construction Administration will be necessary to assist the Highway Department.
with overseeing this project. Stantec Consulting Services, Inc. will continue to assist the Town with the following:

1. Construction Administration.
2. Shop Drawing Review.

Duration and frequency of continued submissions and review work is unpredictable, therefore, Stantec estimates a supplemental budget of $2,000 for continued services under this task.

Assumptions:

1. These efforts do not include design of well water treatment if determined to be necessary from the well water samples obtained.
2. Construction observation services are provided on a time and material basis.
3. The estimated effort for construction relies heavily on the proficiency and competence of the contractor selected to complete the work.
4. This estimate does not include any bid phase or project closeout assistance.
5. This effort is part-time and relies heavily on Town forces to provide regular oversight and direction to the contractor.

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total fees this Change Order</td>
<td>2</td>
<td>$ 5,600.00</td>
</tr>
<tr>
<td>Original agreement amount</td>
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<td>$ 15,300.00</td>
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<td>Change Order Number 1</td>
<td>1</td>
<td>$ 1,795.00</td>
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<td>Total Agreement</td>
<td></td>
<td>$ 22,695.00</td>
</tr>
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</table>

Effect on Schedule: Estimated time of construction will vary depending on the contractor’s schedule. Estimated time to construction is 4 weeks.

Payments shall be made in accordance with the original agreement terms. All other items and conditions of the original Agreement shall remain in full force and effect.

STANTEC CONSULTING SERVICES INC.

Noel Guercio, PE, Chief Civil Conveyance Engineer, Water

Print Name and Title

Signature

Date Signed: 03/08/19

TOWN OF NEW SCOTLAND

Douglas LaGrange, Town Supervisor

Print Name and Title

Signature

Date Signed: ___________________________
March 7, 2019  
File: 195115020

Attention: Douglas LaGrange, Supervisor  
Town of New Scotland – Town Board  
2029 New Scotland Road  
Slingerlands, New York 12159

Dear Supervisor LaGrange,

Reference: Kensington Woods Subdivision Phase 2  
Acceptance of Roadway and Utility Infrastructure  
Town of New Scotland, Albany County, New York

This letter transmits our conditional recommendation to the Town Board for consideration in accepting the road Right-of-Way (ROW), Storm Sewer conveyance system, Sanitary Sewer conveyance system, Water system, and various land parcels, within Phase 2 of the Kensington Woods subdivision located on Hilton Road.

The ROW to be considered for acceptance includes:

  a) Fairfax Boulevard (Approximately 1,980’ in length)

The resolution describes the exact stationing of the ROW’s. The ROW descriptions and other legal paperwork have been reviewed and forwarded to J. Michael Naughton, Town Attorney, with a copy of this letter.

**Constructed Works**

The road and stormwater drainage facilities were constructed from 2017 to the present, in accordance with the approved project plans dated November 14, 2011, last revised August 9, 2016. Work completed substantially complies with the specifications for acceptance of streets and all public utilities within the street ROW for the Town of New Scotland.

All water system components were installed in 2017 and were satisfactorily tested under Stantec observation. All water system components were installed in accordance with the approved project plans and substantially comply with the specifications for acceptance of public utilities within the street ROW for the Town of New Scotland. Stantec has prepared a letter to Albany County Department of Health (ACDOH), NYS Department of Health (NYSDOH), and NYS Department of Environmental Conservation (NYSDEC), notifying the achievement of Substantial Completion. A copy of the Stantec letter is attached for your reference.

All sewage conveyance system components were installed in 2017 and were satisfactorily tested under Stantec observation. All sewage conveyance components were installed in accordance with the approved project plans and substantially comply with the specifications for acceptance of public utilities within the street ROW for the Town of New Scotland. Stantec has prepared a letter to ACDOH, NYSDOH, and
NYSDEC, notifying the achievement of Substantial Completion. A copy of the Stantec letter is attached for your reference.

**Phase 2 Remaining Work (Required Security)**

Work that remains to be completed in Phase 2 along with the estimated cost is given in the table below. The total amount should be placed in escrow or irrevocable letter of credit by the owner/developer and released only upon satisfactory completion as outlined for each individual work item.

<table>
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<tr>
<th>Remaining Work Item</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Estimated Cost</th>
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<td>400 ton</td>
<td>$100 / ton Installed</td>
<td>$40,000</td>
<td>Upon complete and satisfactory repairs after 90% lot buildout. Quantity and secured amount shall be escalated by 5% per year until work is complete.</td>
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<tr>
<td>Furnish and Install Roadway Pavement Top Course</td>
<td>800 ton</td>
<td>$80 / ton Installed</td>
<td>$64,000</td>
<td>Upon complete and satisfactory installation after 90% lot buildout.</td>
</tr>
<tr>
<td>ROW/PL Monuments</td>
<td>23</td>
<td>$150 ea.</td>
<td>$3,450</td>
<td>Upon complete and satisfactory installation.</td>
</tr>
<tr>
<td>PL Markers</td>
<td>60</td>
<td>$75 ea.</td>
<td>$4,500</td>
<td>Upon complete and satisfactory installation.</td>
</tr>
<tr>
<td>Landscaping (Street Trees on Fairfax Blvd. Phase 2)</td>
<td>1 LS</td>
<td></td>
<td>$15,000</td>
<td>Upon complete and satisfactory installation.</td>
</tr>
<tr>
<td>Trail Systems</td>
<td>1 LS</td>
<td></td>
<td>$15,000</td>
<td>Upon complete and satisfactory installation.</td>
</tr>
</tbody>
</table>

**Phase 2 TOTAL** | $141,950

As evidenced above, the Phase 2 total that should be placed in escrow at this time is $141,950. Phase 1 remaining work and associated escrow is separate from this phase and should be reviewed annually to assess additional work completed and amended escrow value required.
A punchlist titled “Kensington Woods Subdivision Phase 2, Roadway and Utility Punchlist”, dated 03/04/2019, prepared by Stantec, has been distributed to the Developer and Contractor. The punchlist outlines and describes remaining work items identified to date associated with the Phase 2 portion of the subdivision. A copy of the punchlist is attached to this letter for your reference.

**Requirements of Dedication – Executed Development Agreement**

Summarized below are various items extracted from the executed Development agreement which are related to dedication of infrastructure:

Article IV – Part 4.04(g) – Easements for sewer facility inspections during Transportation Corporation operation have been provided.

Article VI – Part 6.05 Warranty - Executed Water System warranty has been received.

Article VIII – Development Agreement – Reimbursement for TDE expenses has been provided.

Article X – Liability Coverage and Indemnification – Updated insurance certificates have been provided.

Article XI – Part 11.10 – Mechanic’s Liens – Lien Waiver has been provided for the Prime Contractor.

**Requirements of Dedication – Planning Board Conditions of Approval**

Summarized below are various Planning Board conditions of approval which are related to dedication of infrastructure and Stantec comments regarding status:

No. 10 – The well heads for the existing wells adjacent to the Vly Creek and associated structures and devices shall be satisfactorily remediated prior to the issuance of the first certificate of occupancy.

- Well heads have been satisfactorily decommissioned.

No. 11 – The creation of the operating entity for the Stormwater Management Facilities as approved by the Town Board. Town shall approve the agreement governing the maintenance and operation of the stormwater management facilities.

- For now, the developer is retaining ownership of Stormwater basins and continuing operation and maintenance (O&M). A formal agreement for Homeowner’s Association (HOA) O&M, with Town ownership of land will be required prior to close out of the construction SPDES permit.

No. 14 – Each trail system shall be completed within 6 months of the dedication of the road adjacent to the particular trail.

- The water tower to Fairfax Boulevard trail shall be completed within 6 months of this dedication and monetary security will be included in the Phase 2 Letter of Credit.
Reference: Kensington Woods Subdivision Phase 2
Acceptance of Roadway and Utility Infrastructure
Town of New Scotland, Albany County, New York

- The trail from the end of Hazelwood Boulevard through the WWTP parcel and along the access road is currently being constructed and is secured in the Phase 1 Letter of Credit.

No. 18 – Preparation of Legal Descriptions (Metes and Bounds) approved by the Town, for the following:

b) All Roadways, Easements for Stormwater, Utilities, Park Land, Open Space, and other improvements to be dedicated to the Town;

- All required documents have been provided and reviewed.

No. 23 – Permanent Reference Monuments, with ties as recommended by the Town’s Engineers and Markers shall be set at the beginning and ending of all curves and angle points along streets lines, at all angle points in rear interior property lines of the project, at all rear property intersections where buffer areas exist on all corner lots, as shown on the final plat. Markers shall be placed for each phase of the project prior to dedication of infrastructure within that particular phase, as approved by the Planning Board and Town’s Engineers.

- The quantities required for Phase 1 were previously assessed and the value for Phase 2 work is included in the LOC/Escrow table above. The Developer proposes to postpone installation of monuments and markers to avoid potential impact during individual lot development. The Developer proposes having the monument and marker installation confirmed through the Building Permit process. Stantec concurs with this approach.

No. 24 – As-Built drawings shall be provided for all improvements pursuant to Town Code §164-49.

- Drawings have been provided and reviewed.

No. 26 – All construction demolition material that is buried on site shall be so delineated on a map and filed with the town building department.

- A map delineating the buried construction demolition to date has been generated and provided to the building department. Additional construction demolition debris may be generated in future phases of construction and this map shall be updated accordingly and provided to the town building department if this area is expanded.

Other Requirements of Dedication

Future work remains to be completed on certain lands being conveyed now to the Town of New Scotland, and a temporary construction license should be considered to allow the Developer/Contractor to perform this work post-dedication. License was prepared and provided as component of final Phase 1 dedication documents for Phase 1 areas. An addendum or additional agreement is needed for Phase 2 areas shown as Phase 6 on the approved plans.
Reference: Kensington Woods Subdivision Phase 2
Acceptance of Roadway and Utility Infrastructure
Town of New Scotland, Albany County, New York

Recommendation

Stantec recommends the board consider a conditional acceptance, contingent upon satisfaction of the following items, each to be certified as complete by the Building Inspector, Stantec and the Town Attorney:

1. Submission of 1 complete Mylar set; 3 complete paper sets; and 1 complete electronic set (CADD or PDF) of final record drawings (pending satisfactory completion of revisions requested, provide final approved drawings by March 30th, 2019);

2. Submission of a separate monetary check made to the Albany County Clerk's Office for filing easements and street right-of-way’s. (This amount may be determined by calling the Albany County Clerk's Office);

3. Submission of a separate monetary check for a property Tax Report from Albany County;

4. Submission of escrow or irrevocable letters of credit meeting the values outlined above;

5. Punchlist items should be fully satisfied prior to release of any associated security;

6. Satisfaction of any other conditions as determined necessary upon Building Inspector, Town Attorney, and other Town Staff review.

Stantec is requesting that the Town Board review and consider this dedication package for conditional approval at the March Town Board meeting. Should there be additional questions, please feel free to contact us at your earliest convenience.

Regards,

STANTEC CONSULTING SERVICES INC.

Garrett Frueh, PE, ENV SP
Project Manager
Tel: (518) 218-5847
Fax: (518) 452-9234
Garrett.Frueh@stantec.com

Attachment: Stantec Letter - Water System Substantial Completion
Stantec Letter – Sewer Conveyance Substantial Completion
Stantec Punchlist – Phase 2 Roadway and Utility
Reference: Kensington Woods Subdivision Phase 2  
Acceptance of Roadway and Utility Infrastructure  
Town of New Scotland, Albany County, New York

c. Town Board Members
   J. Michael Naughton, Town Attorney  
   Ken Guyer, Highway Superintendent  
   Wayne LaChappelle, Commissioner of Public Works  
   Charles Voss, Planning Board Chairman  
   Jeremy Cramer, Building Inspector  
   Diane Deschenes, Town Clerk  
   Steve Masullo, Masullo Brothers Builders Inc.  
   Mary Elizabeth Slevin, Stockli Slevin & Peters LLP
Kensington Woods Subdivision Phase 2

Roadway and Utility Punchlist – 03/04/2019

Fairfax Blvd:

1. Proposed Trail water tower to cul-de-sac, signage (to be completed within 6 months of Dedication of Phase 2 Fairfax Blvd west of Edinburgh intersection, monitor/control via Planning/Building Department)

Landscaping:

1. Landscaping in boulevard islands of Phase 2 to be completed.
To: Mr. David Phillips, PE (NYSDOH)  
Mr. Derek Thorsland, (NYSDEC)  
Mr. Thomas J. Brady, PhD (ACDOH)  

From: Garrett Frueh, PE  
Stantec, Albany NY Office  

File: KW:195115020  
Date: March 1, 2019  

Reference: Substantial Completion of Proposed Sewerage Facilities #14-201  
Kensington Woods Phase 2 Subdivision  
DEC #4-0134-00172/00002, Kensington Woods Sewer District  
Installation of 2" SDR Sewer Force Main  
Town of New Scotland  

Tom, Derek, Dave:  

We are writing you regarding notification of substantial completion for Phase 2 of the above referenced project.  

Engineering plans for the referenced sewerage improvements for installation of the collection force mains were approved by Albany County DOH in November 2016.  

Construction of Phase 2 commenced in February of 2017 and was completed in June of 2017. In summary, the sewerage improvements herein included installation of approximately 1,800 LF of new sanitary sewer force main on lower Fairfax Blvd. (1800LF 2" SDR21) and installation of 46 new sewer service laterals (main to curb stop).  

The completed works were constructed in accordance with the previously submitted plans approved by the ACDOH. No substantial changes were made outside of the approved plans, and that only the sewerage force main improvements contained within the limits of Phase 2 were constructed.  

Stantec staff was present for the hydrostatic pressure tests, which were successful and conducted in accordance with Section 4 of the AWWA c-600 latest Edition  

We trust this information is satisfactory to issue a notice of completion letter from the Department for the Phase 2 collection piping of the project. Should there be additional questions, please contact me at your earliest convenience.  

STANTEC CONSULTING SERVICES INC.  

Garrett Frueh, PE, ENV-SP  
Project Manager  
Phone: (518) 218-5847  
Fax: (518) 452-9234  
Garrett.Frueh@stantec.com
To: Mr. David Phillips, PE (NYSDOH)  
Mr. Derek Thorsland, (NYSDEC)  
Mr. Thomas J. Brady, PhD (ACDOH)  

From: Garrett Frueh, PE  
Stantec, Albany NY Office

File: KW:195115020  
Date: March 1, 2019

Reference: Substantial Completion of Proposed Water Supply Improvements  
#14-303 Kensington Woods Phase 2 Subdivision  
DEC #4-0134-00201/00001; WWP #11,512  
Kensington Woods Water District, Town of New Scotland

Tom, Derek, Dave:

We are writing you regarding notification of Phase 2 substantial completion for the above referenced project.

Engineering plans for the referenced water supply improvements were approved by Albany County DOH in November 2016, and NYSDEC approved WWP #11,512 in September 2015.

Construction of Phase 2 commenced in February of 2017 and was completed in May of 2017. In summary, the water supply improvements included installation of approximately 1,800 LF of new distribution watermain on lower Fairfax Blvd, installation of 4 fire hydrants and installation of 46 new water service laterals (main to curb stop).

The completed works were constructed in accordance with the previously submitted plans approved by the ACDOH. No substantial changes were made outside of the approved plans, and that only the water supply improvements contained within the limits of Phase 2 were constructed.

Stantec staff was present for the hydrostatic pressure tests, which were successful and conducted in accordance with Section 4 of the AWWA c-600 latest Edition

Disinfection of the completed improvements were also successful and were conducted in accordance with American Water Works Association (AWWA) Standard for Disinfection of Water Mains – AWWA C-651. All collected samples were negative for Total Coliform. (See attached reports).

We trust this information is satisfactory to issue a notice of completion letter from the Department for Phase 2 of the project. Should there be additional questions, please contact me at your earliest convenience.

STANTEC CONSULTING SERVICES INC.

Garrett Frueh, PE, ENV-SP  
Project Manager  
Phone: (518) 218-5847  
Fax: (518) 452-9234  
Garrett.Frueh@stantec.com
AGREEMENT

[REGARDING PHASE VI OF KENSINGTON WOODS]
{Kensington Woods Dedication #2}

THIS AGREEMENT is made as of the 13th day of March, 2019 by and between the Town of New Scotland, a municipal corporation organized under the laws of the State of New York ("Town") with an address at Town Hall, 2029 New Scotland Road, Slingerlands, New York 12159 and Garrison Projects, LLC (the "Developer"), a New York limited liability company with an address at 395 Mariaville Road, Schenectady, New York 12306 and Kensington Woods Sewer Works Corporation, ("Transportation Corp.") a New York Transportation Corporation with an address at 395 Mariaville Road, Schenectady, New York 12306.

WITNESSETH:

WHEREAS, the Developer has requested that the Town accept for dedication the road and infrastructure improvements including water and stormwater associated with Phase VI of the development/subdivision known as "Kensington Woods" in the Town of New Scotland, Albany County, New York (the "Project"); and

WHEREAS, the Project has been designed to be constructed in phases, and the various phases were approved by the Planning Board;

WHEREAS, the Developer has certain work it needs to complete regarding the above referenced infrastructure, and funds will be escrowed to ensure that certain future work is completed to the satisfaction of the Town Engineers; and

WHEREAS, the Town is willing to accept the proposed dedication of Phase VI infrastructure, provided that the Developer posts a supplemental letter of credit in an amount sufficient to fulfill the Developer's obligations as outlined in a certain letter prepared by Stantec Consulting Services, Inc. dated March 7, 2019, which is annexed to this Agreement as Exhibit A (the "Stantec Letter").

NOW, THEREFORE, in consideration of the mutual promises herein made and other consideration, the sufficiency of which is hereby acknowledged, the parties mutually covenant and agree as follows:

1. Subject to: (A) the provisions of this Agreement, (B) the conditions of the Planning Board approvals for the Project, as amended and including the State Environmental Quality Review Act ("SEQRA") Findings Statement Final Environmental Impact Statement; (C) the Development Agreement, dated as of December 17, 2014; (D) Development Agreement dated June 14, 2017, including all Exhibits thereto; and (E) representations and commitments of the Developer set forth in the Offer of Cession for the Kensington Woods Dedication #2 and related documents.
2. The Town’s acceptance of the dedication of the Phase VI improvements is conditioned on the following:

   (A) Submission by the Developer of one complete Mylar set, and 3 complete paper sets of final record drawings.

   (B) Submission by Developer of a separate check made to the Albany County Clerk's Office for filing all deeds, easements, and street right-of-ways. (Amount determined by Albany County Clerk's Office);

   (C) Submission by Developer of a separate check for a property Tax Report from Albany County in the amount of $25.00;

   (D) Satisfaction of the conditions set forth in paragraph 1 of this Agreement.

   (E) Grant of an Addendum #1 to the License to the Town of New Scotland, in the form attached hereto.

4. The Dedication Letter of Credit shall remain in place, or reduced, in accordance with the scopes of work (and values) set forth in the Stantec Letter for each phase of the Project.

5. This Agreement does not relieve the Developer of its obligation to comply with all conditions and terms of the Planning Board approvals for the Project. Failure to materially comply with the conditions of this Agreement, after a ten (10) date Notice to cure any such failure, shall authorize the Building Inspector to withhold the issuance of future Building Permits until such failure has been cured to the reasonable satisfaction of the Building Inspector.

6. Miscellaneous.

   (A) Notices: Any notice required to be given by any party to this Agreement shall be delivered via the United States mail (certified-return receipt) or by overnight courier to the address listed above or such other address designated in writing by the parties.

   (B) Complete Agreement: This Agreement contains the entire agreement between the parties hereto with respect to the matters contained herein and it may not be changed, altered, modified, limited, terminated, or extended orally or by any agreement between the parties unless such agreement is in writing and signed by the parties hereto.

   (C) Law Governing: This Agreement shall be construed in accordance with the laws of the State of New York. The venue of any action arising out of this
Agreement shall be in the Supreme Court of the State of New York, Albany County.

(D) **Survival.** Any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

(E) **Execution in Counterparts.** This Agreement may be executed in one or more counterparts, any one or all of which shall constitute one agreement. This Agreement may be executed and delivered via facsimile or email transmission.

**IN WITNESS WHEREOF** the parties have executed this Agreement as of the date first written above:

**TOWN OF NEW SCOTLAND**

By: ____________________________  
Douglas LaGrange, its Supervisor

**GARRISON PROJECTS, LLC**

By: ____________________________  
[Signature]

[Note: The signature is not legible.]

3
March 7, 2019
File: 195115020

Attention: Douglas LaGrange, Supervisor
Town of New Scotland – Town Board
2029 New Scotland Road
Slingerlands, New York 12159

Dear Supervisor LaGrange,

Reference: Kensington Woods Subdivision Phase 2
Acceptance of Roadway and Utility Infrastructure
Town of New Scotland, Albany County, New York

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Reference: Kensington Woods Subdivision Phase 2  
Acceptance of Roadway and Utility Infrastructure  
Town of New Scotland, Albany County, New York

NYSDEC, notifying the achievement of Substantial Completion. A copy of the Stantec letter is attached for your reference.

**Phase 2 Remaining Work (Required Security)**

Work that remains to be completed in Phase 2 along with the estimated cost is given in the table below. The total amount should be placed in escrow or irrevocable letter of credit by the owner/developer and released only upon satisfactory completion as outlined for each individual work item.

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|                                                          |          |                 |                | Quantity and secured amount shall be escalated by 5% per year until work is complete          |
| Furnish and Install Roadway Pavement Top Course         | 800 ton  | $80 / ton Installed | $64,000        | Upon complete and satisfactory installation after 90% lot buildout                           |
| ROW/PL Monuments                                        | 23       | $150 ea.        | $3,450         | Upon complete and satisfactory installation                                                   |
| PL Markers                                              | 60       | $75 ea.         | $4,500         | Upon complete and satisfactory installation                                                   |
| Landscaping (Street Trees on Fairfax Blvd. Phase 2)     | 1        | LS              | $15,000        | Upon complete and satisfactory installation                                                   |
| Trail Systems                                           | 1        | LS              | $15,000        | Upon complete and satisfactory installation                                                   |
| **PHASE 2 TOTAL**                                       |          |                 | **$141,950**   |                                                                                              |

As evidenced above, the Phase 2 total that should be placed in escrow at this time is $141,950. Phase 1 remaining work and associated escrow is separate from this phase and should be reviewed annually to assess additional work completed and amended escrow value required.
A punchlist titled “Kensington Woods Subdivision Phase 2, Roadway and Utility Punchlist”, dated 03/04/2019, prepared by Stantee, has been distributed to the Developer and Contractor. The punchlist outlines and describes remaining work items identified to date associated with the Phase 2 portion of the subdivision. A copy of the punchlist is attached to this letter for your reference.

Requirements of Dedication – Executed Development Agreement

Summarized below are various items extracted from the executed Development agreement which are related to dedication of infrastructure:

Article IV – Part 4.04(g) – Easements for sewer facility inspections during Transportation Corporation operation have been provided.

Article VI – Part 6.05 Warranty - Executed Water System warranty has been received.

Article VIII – Development Agreement – Reimbursement for TDE expenses has been provided.

Article X – Liability Coverage and Indemnification – Updated insurance certificates have been provided.

Article XI – Part 11.10 – Mechanic’s Liens – Lien Waiver has been provided for the Prime Contractor.

Requirements of Dedication – Planning Board Conditions of Approval

Summarized below are various Planning Board conditions of approval which are related to dedication of infrastructure and Stantee comments regarding status:

No. 10 – The well heads for the existing wells adjacent to the Vly Creek and associated structures and devices shall be satisfactorily remediated prior to the issuance of the first certificate of occupancy.
   • Well heads have been satisfactorily decommissioned.

No. 11 – The creation of the operating entity for the Stormwater Management Facilities as approved by the Town Board. Town shall approve the agreement governing the maintenance and operation of the stormwater management facilities.
   • For now, the developer is retaining ownership of Stormwater basins and continuing operation and maintenance (O&M). A formal agreement for Homeowner’s Association (HOA) O&M, with Town ownership of land will be required prior to close out of the construction SPDES permit.

No. 14 – Each trail system shall be completed within 6 months of the dedication of the road adjacent to the particular trail.
   • The water tower to Fairfax Boulevard trail shall be completed within 6 months of this dedication and monetary security will be included in the Phase 2 Letter of Credit.
Reference: Kensington Woods Subdivision Phase 2
Acceptance of Roadway and Utility Infrastructure
Town of New Scotland, Albany County, New York

- The trail from the end of Hazelwood Boulevard through the WWTP parcel and along the access road is currently being constructed and is secured in the Phase 1 Letter of Credit.

No. 18 – Preparation of Legal Descriptions (Meets and Bounds) approved by the Town, for the following:

  b) All Roadways, Easements for Stormwater, Utilities, Park Land, Open Space, and other improvements to be dedicated to the Town;

- All required documents have been provided and reviewed.

No. 23 – Permanent Reference Monuments, with ties as recommended by the Town’s Engineers and Markers shall be set at the beginning and ending of all curves and angle points along streets lines, at all angle points in rear interior property lines of the project, at all rear property intersections where buffer areas exist on all corner lots, as shown on the final plat. Markers shall be placed for each phase of the project prior to dedication of infrastructure within that particular phase, as approved by the Planning Board and Town’s Engineers.

- The quantities required for Phase 1 were previously assessed and the value for Phase 2 work is included in the LOC/Escrow table above. The Developer proposes to postpone installation of monuments and markers to avoid potential impact during individual lot development. The Developer proposes having the monument and marker installation confirmed through the Building Permit process. Stantec concurs with this approach.

No. 24 – As-Built drawings shall be provided for all improvements pursuant to Town Code §164-49.

- Drawings have been provided and reviewed.

No. 26 – All construction demolition material that is buried on site shall be so delineated on a map and filed with the town building department.

- A map delineating the buried construction demolition to date has been generated and provided to the building department. Additional construction demolition debris may be generated in future phases of construction and this map shall be updated accordingly and provided to the town building department if this area is expanded.

Other Requirements of Dedication

Future work remains to be completed on certain lands being conveyed now to the Town of New Scotland, and a temporary construction license should be considered to allow the Developer/Contractor to perform this work post-dedication. License was prepared and provided as component of final Phase 1 dedication documents for Phase 1 areas. An addendum or additional agreement is needed for Phase 2 areas shown as Phase 6 on the approved plans.
March 7, 2019
Douglas LaGrange, Supervisor
Page 5 of 6

Reference: Kensington Woods Subdivision Phase 2
Acceptance of Roadway and Utility Infrastructure
Town of New Scotland, Albany County, New York

Recommendation

Stantec recommends the board consider a conditional acceptance, contingent upon satisfaction of the following items, each to be certified as complete by the Building Inspector, Stantec and the Town Attorney:

1. Submission of 1 complete Mylar set; 3 complete paper sets; and 1 complete electronic set (CADD or PDF) of final record drawings (pending satisfactory completion of revisions requested, provide final approved drawings by March 30th, 2019);

2. Submission of a separate monetary check made to the Albany County Clerk’s Office for filing easements and street right-of-way’s. (This amount may be determined by calling the Albany County Clerk’s Office);

3. Submission of a separate monetary check for a property Tax Report from Albany County;

4. Submission of escrow or irrevocable letters of credit meeting the values outlined above;

5. Punchlist items should be fully satisfied prior to release of any associated security;

6. Satisfaction of any other conditions as determined necessary upon Building Inspector, Town Attorney, and other Town Staff review.

Stantec is requesting that the Town Board review and consider this dedication package for conditional approval at the March Town Board meeting. Should there be additional questions, please feel free to contact us at your earliest convenience.

Regards,

STANTEC CONSULTING SERVICES INC.

Garrett Frueh, PE, ENV SP
Project Manager
Tel: (518) 218-5847
Fax: (518) 452-9234
Garrett.Frueh@stantec.com

Attachment: Stantec Letter - Water System Substantial Completion
Stantec Letter – Sewer Conveyance Substantial Completion
Stantec Punchlist – Phase 2 Roadway and Utility

Design with community in mind
March 7, 2019
Douglas LaGrange, Supervisor
Page 6 of 6

Reference: Kensington Woods Subdivision Phase 2
Acceptance of Roadway and Utility Infrastructure
Town of New Scotland, Albany County, New York

c. Town Board Members
J. Michael Naughton, Town Attorney
Ken Guier, Highway Superintendent
Wayne LaChappelle, Commissioner of Public Works
Charles Voss, Planning Board Chairman
Jeremy Cramer, Building Inspector
Diane Deschenes, Town Clerk
Steve Masullo, Masullo Brothers Builders Inc.
Mary Elizabeth Slevin, Stockli Slevin & Peters LLP

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Design with community in mind
Kensington Woods Subdivision Phase 2

Roadway and Utility Punchlist – 03/04/2019

Fairfax Blvd:

1. Proposed Trail water tower to cul-de-sac, signage (to be completed within 6 months of Dedication of Phase 2 Fairfax Blvd west of Edinburgh intersection, monitor/control via Planning/Building Department)

Landscaping:

1. Landscaping in boulevard islands of Phase 2 to be completed.
To: Mr. David Phillips, PE (NYSDOH)
    Mr. Derek Thorsland, (NYSDEC)
    Mr. Thomas J. Brady, PhD (ACDOH)

From: Garrett Fruheh, PE

Stantec, Albany NY Office

File: KW:195115020

Date: March 1, 2019

Reference: Substantial Completion of Proposed Sewerage Facilities #14-201
            Kensington Woods Phase 2 Subdivision
            DEC #4-0134-00172/00002, Kensington Woods Sewer District
            Installation of 2" SDR Sewer Force Main
            Town of New Scotland

Tom, Derek, Dave:

We are writing you regarding notification of substantial completion for Phase 2 of the above referenced project.

Engineering plans for the referenced sewerage improvements for installation of the collection force mains were approved by Albany County DOH in November 2016.

Construction of Phase 2 commenced in February of 2017 and was completed in June of 2017. In summary, the sewerage improvements herein included installation of approximately 1,800 LF of new sanitary sewer force main on lower Fairfax Blvd. (1800LF 2" SDR21) and installation of 46 new sewer service laterals [main to curb stop].

The completed works were constructed in accordance with the previously submitted plans approved by the ACDOH. No substantial changes were made outside of the approved plans, and that only the sewerage force main improvements contained within the limits of Phase 2 were constructed.

Stantec staff was present for the hydrostatic pressure tests, which were successful and conducted in accordance with Section 4 of the AWWA c-600 latest Edition.

We trust this information is satisfactory to issue a notice of completion letter from the Department for the Phase 2 collection piping of the project. Should there be additional questions, please contact me at your earliest convenience.

STANTEC CONSULTING SERVICES INC.

Garrett Fruheh, PE, ENV-SP
Project Manager
Phone: (518) 218-5847
Fax: (518) 452-9234
Garrett.Fruheh@stantec.com
To:          Mr. David Phillips, PE (NYS DOH) 
             Mr. Derek Thorsland, (NYSDEC) 
             Mr. Thomas J. Brady, PhD (ACDOH) 

From:       Garrett Frueh, PE 

File:       KW:195115020 

Date:       March 1, 2019 

Reference:  Substantial Completion of Proposed Water Supply Improvements 
             #14-303 Kensington Woods Phase 2 Subdivision 
             DEC #4-0134-00201/00001; WWP #11,512 
             Kensington Woods Water District, Town of New Scotland 

Tom, Derek, Dave: 

We are writing you regarding notification of Phase 2 substantial completion for the above referenced project.

Engineering plans for the referenced water supply improvements were approved by Albany County DOH in November 2016, and NYSDEC approved WWP #11,512 in September 2015.

Construction of Phase 2 commenced in February of 2017 and was completed in May of 2017. In summary, the water supply improvements included installation of approximately 1,800 LF of new distribution watermain on lower Fairfax Blvd, installation of 4 fire hydrants and installation of 46 new water service laterals (main to curb stop).

The completed works were constructed in accordance with the previously submitted plans approved by the ACDOH. No substantial changes were made outside of the approved plans, and that only the water supply improvements contained within the limits of Phase 2 were constructed.

Stantec staff was present for the hydrostatic pressure tests, which were successful and conducted in accordance with Section 4 of the AWWA c-600 latest Edition.

Disinfection of the completed improvements were also successful and were conducted in accordance with American Water Works Association (AWWA) Standard for Disinfection of Water Mains – AWWA C-651. All collected samples were negative for Total Coliform. (See attached reports).

We trust this information is satisfactory to issue a notice of completion letter from the Department for Phase 2 of the project. Should there be additional questions, please contact me at your earliest convenience.

STANTEC CONSULTING SERVICES INC.

Garrett Frueh, PE, ENV-SP 
Project Manager 
Phone: (518) 218-5847 
Fax: (518) 452-9234 
Garrett.Frueh@stantec.com
ADDENDUM #1
TO LICENSE AGREEMENT
[Regarding Phase #6 of Kensington Woods Subdivision Development]

This Addendum is made and entered into this 13th day of March, 2019 by and between the Town of New Scotland, a municipal corporation organized under the laws of the State of New York ("Town") with an address at Town Hall, 2029 New Scotland Road, Slingerlands, New York 12159 and Garrison Projects, LLC (the "Developer"), a New York limited liability company with an address at 395 Mariaville Road, Schenectady, New York 12306.

Recitals:

WHEREAS, the parties entered into a License Agreement, dated as of June 14, 2017 regarding Phase I of the Kensington Woods Subdivision development (the "Development") in the Town of New Scotland, New York in connection with the dedication of certain properties and infrastructure for Phase I of the Development;

WHEREAS, the Developer has offered to dedicate certain properties and infrastructure associated with Phase #6 of the Development, which will require the Developer to have access to certain Town owned land for purposes of landscaping, maintenance, and completion of certain work;

WHEREAS, the Town has accepted dedication of the property and infrastructure described in an Offer of Cession, dated as of March 13, 2019;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged and agreed:

1. Grant of License. Subject to the terms, conditions and responsibilities set forth in the License Agreement, the Town hereby grants to Developer, its employees, contractors, and subcontractors (collectively "Developer") responsible for landscaping, construction, restoration and any related activity as described herein the license, privilege and permission ("the License") to access and use for the period of one year from the date of this Addendum that portion of the Town’s property being offered for dedication pursuant to an Offer of Cession dated as of March, 2019 attached hereto as Exhibit A and incorporated herein by reference ("Town Property").

2. Scope of License. The license shall be for the limited purpose of accessing the Town’s Property in order to complete all work as required by the approved plans and Dedication Agreement between the Town and the Developer (the "Work").
3. **Miscellaneous:**

(A) **Notices:** Any notice required to be given by any party to this Agreement shall be delivered via the United States mail (certified-return receipt) or by overnight courier to the address listed above or such other address designated in writing by the parties.

(B) **Complete Agreement:** The License Agreement and this Addendum contains the entire agreement between the parties hereto with respect to the license contained herein and it may not be changed, altered, modified, limited, terminated, or extended orally or by any agreement between the parties unless such agreement is in writing and signed by the parties hereto.

(C) **Law Governing:** This Agreement shall be construed in accordance with the laws of the State of New York. The venue of any action arising out of this Agreement shall be in the Supreme Court of the State of New York, Albany County.

(D) **Survival.** The provisions of the Agreement relating to indemnification from one party to the other party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

(E) **Execution in Counterparts.** This Agreement may be executed in one or more counterparts, any one or all of which shall constitute one agreement. This Agreement may be executed and delivered via facsimile or email transmission.

**IN WITNESS WHEREOF** the parties have executed this Agreement as of the date first written above:

**TOWN OF NEW SCOTLAND**

By: ________________________________
Douglas LaGrange, its Supervisor

**GARRISON PROJECTS, LLC**

By: ________________________________
Steven Masullo
EXHIBIT A
OFFER OF CESSION
{Kensington Woods Dedication #2}

THIS IRREVOCABLE OFFER OF CESSION made this ___ th day of March, 2019, from GARRISON PROJECTS, LLC, a Limited Liability Company organized and existing under the laws of the State of New York, with offices located at 395 Mariaville Road, Schenectady, New York, 12306 (hereinafter referred to as "Garrison Projects") to the TOWN OF NEW SCOTLAND, a Municipal Corporation, organized and existing by virtue of the laws of the State of New York, having its offices at 2029 New Scotland Road, Slingerlands, New York, 12159 (hereinafter referred to as "New Scotland").

WITNESSETH:

WHEREAS, Garrison Projects is the owner of certain lands located within the Town of New Scotland, County of Albany and State of New York, more particularly described in deeds: 1) from PURDY'S TALL TIMBERS, LLC, dated December 30, 2010, and recorded in the Albany County Clerk's Office on January 13, 2011, in Liber 2996 Page 918; and

WHEREAS, New Scotland, as a condition for the dedication to and acceptance of the roads, other lands, water and infrastructure (but not including stormwater detention basins) and improvements and easements and all related appurtenances, has required Garrison Projects, LLC to file with New Scotland a formal irrevocable Offer of Cession of the proposed subdivision roadways and easements as shown on said maps;

NOW, THEREFORE, Garrison Projects hereby irrevocably offers to grant, cede and convey to New Scotland all those tracts, pieces or parcels of land and related improvements as are more particularly described in Schedule “A” annexed hereto, said parcels to be used as a public roadway, public utility infrastructure or as utility easements, all as shown of the aforementioned subdivision maps.

This irrevocable offer of cession shall continue indefinitely and may be accepted by the Town of New Scotland at any time, it being the intent that this offer will be accepted at the Town Board's discretion. It is expressly understood that the receipt of this offer of cession by the Town of New Scotland, and/or the recording hereof, does not constitute any actual acceptance of the offer herein contained.

IN WITNESS WHEREOF, Garrison Projects has executed this irrevocable offer of cession as of the day and year first above written.

GARRISON PROJECTS, LLC

By: __________________________, Member

STATE OF NEW YORK : SS.

COUNTY OF ALBANY : SS.

On the ____ day of March, 2019 before me, the undersigned, _________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within Instrument and he acknowledged to me that he executed the same in his capacity, and that by his signature on the Instrument, the individual or person upon behalf of which the individual acted, executed the Instrument.

Notary Public
SCHEDULE “A”
A PORTION OF FAIRFAX BOULEVARD TO BE CONVEYED TO THE TOWN OF NEW SCOTLAND KENSINGTON WOODS PHASE 1

TOWN OF NEW SCOTLAND ALBANY COUNTY, NEW YORK

SCALE: 1' = 250' DATE: SEPTEMBER 18, 2019

SUCCESSIVE ALTERATIONS OR ADDITIONS TO THIS SURVEY MAP IS A VIOLATION OF SECTION 5020 OF THE NEW YORK STATE EDUCATION LAW. ONLY COPY OF THIS SURVEY MAP HEARING THE LAND SURVEYOR'S ORIGINAL SIGNATURE AND EMBOSSED SEAL SHALL BE CONSIDERED VALID.

GILBERT VANGUARDER PLLC
Professional Land Surveyors
988 Route 146, Clifton Park, New York 12065
gvlandsurveyors.com
Gilbert VanGuilder
Land Surveyor, PLLC
988 Route 146, Clifton Park, NY 12065
518-383-0694
FAX 518-371-8437

Members:
Gilbert G. VanGuilder, PLS
Robert A. Wilklow, PLS

Associate:
Duane Rabideau, PLS

September 18, 2018

SUGGESTED DESCRIPTION
LANDS TO BE DEDICATED TO
THE TOWN OF NEW SCOTLAND
PORTION OF "FAIRFAX BOULEVARD"
KENSINGTON WOODS SUBDIVISION

All that certain tract, piece or parcel of land situate in the Town of New Scotland, County of
Albany, State of New York, lying westerly of Hilton Road and along the northwesterly line of the
previously dedicated portion of Fairfax Boulevard to the Town of New Scotland, being designated
as Fairfax Boulevard, as shown on a map entitled, "Kensington Woods -- Phase 1" dated November
1, 2011, last revised August 9, 2016, prepared by Lansing Engineering and filed in the Albany
County Clerk's Office as Instrument No. 13369 and being further bounded and described as
follows:

Beginning at the point of intersection of the northwesterly line of Edinburgh Court and the
southeasterly line of Lot C-12 with the northeasterly line of Fairfax Boulevard, all as shown on said
filed map, thence from said point of beginning through said Fairfax Boulevard and along the
northwesterly line of the previously dedicated portion of Fairfax Boulevard to the Town of New
Scotland, South 36° 02' 20" West, 80.00 feet to a point in the northeasterly line of Lot C-10, thence
generally along the northeasterly, easterly, southerly and southwesterly lines of Lots C-10, C-11,
Lots TT-1 through TT-13, lands to be conveyed to The Town of New Scotland, Lots TT-14
through TT-22, lands to be conveyed to The Town of New Scotland and Lot C-12 the following
nineteen courses (19) courses: 1.) North 53° 57' 40" West, 164.58 feet to a point of curvature,
thence 2.) along a curve to the right having a radius of 290.00 feet, an arc length of 134.43 feet and
a chord of North 40° 40' 50" West, 133.23 feet to a point, thence 3.) North 27° 24' 00" West,
145.11 feet to a point of curvature, thence 4.) along a curve to the left having a radius of 260.00
feet, an arc length of 130.00 feet and a chord of North 41° 43' 30" West, 128.65 feet to a point,
thence 5.) North 56° 02' 50" West, 357.03 feet to a point, thence 6.) North 42° 00' 40" West, 41.23
feet to a point, thence 7.) North 56° 02' 50" West, 278.22 feet to a point of curvature, thence 8.)
along a curve to the left having a radius of 970.00 feet, an arc length of 229.28 feet and a chord of
North 62° 49' 10" West, 228.74 feet to a point, thence 9.) North 69° 35' 30" West, 114.89 feet to a
point of curvature, thence 10.) along a curve to the right having a radius of 90.00 feet, an arc length
of 420.55 feet and a chord of North 64° 16' 20" East, 129.78 feet to a point of reverse curvature,
thence 11.) along a curve to the left having a radius of 35.00 feet, an arc length of 53.26 feet and a
chord of South 25° 30' 30" East, 48.27 feet to a point of reverse curvature, thence 12.) along a
curve to the right having a radius of 1,030.00 feet, an arc length of 233.78 feet and a chord of South
62° 33’ 00” East, 233.28 feet to a point, thence 13.) South 56° 02’ 50” East, 278.22 feet to a point, thence 14.) South 70° 05’ 00” East, 41.23 feet to a point, thence 15.) South 56° 02’ 50” East, 357.03 feet to a point of curvature, thence 16.) along a curve to the right having a radius of 340.00 feet, an arc length of 170.00 feet and a chord of South 41° 43’ 30” East, 168.24 feet to a point, thence 17.) South 27° 24’ 00” East, 145.11 feet to a point of curvature, thence 18.) along a curve to the left having a radius of 210.00 feet, an arc length of 97.35 feet and a chord of South 40° 40’ 50” East, 96.48 feet to a point, thence 19.) South 53° 57’ 40” East, 164.58 feet to the point of beginning and containing 3.15± acres.

Todd Westerveld
P.L.S. No. 49,755
Gilbert VanGuilder
Land Surveyor, PLLC
988 Route 146, Clifton Park, NY 12065
383-0634
FAX 371-8437

Members:
Gilbert G. VanGuilder, PLS
Robert A. Wilklow, PLS
Kevin H. Weed, PLS

Associate:
Duane Rabideau, PLS

January 24, 2019

SUGGESTED DESCRIPTION
LANDS TO BE CONVEYED TO
THE TOWN OF NEW SCOTLAND
(10,212± SQ. FT.)
KENSGINGTON WOODS – PHASE 1

All that certain tract, piece or parcel of land situate in the Town of New Scotland, County of Albany, State of New York, lying along the southwesterly line of Fairfax Boulevard, being designated as “Lands to be Conveyed to The Town of New Scotland Area = 10,212 Sq. Ft.”, as shown on a map entitled, “Kensington Woods – Phase 1" dated November 14, 2011, last revised August 9, 2016, prepared by Lansing Engineering and filed in the Albany County Clerk’s Office as Instrument No. 13369, being further bounded and described as follows:

Beginning at the point of intersection of the common lot line between Lot C-11 to the northeast and lands herein described to the southwest, with the southwesterly line of Fairfax Boulevard, thence from said point of beginning along said common lot line, South 36° 02’ 20” West, 150.00 feet to a point in the northeasterly line of lands of Delaware and Hudson Railway Company, thence along said northeasterly line, North 53° 57’ 40” West, 65.23 feet to the point of intersection of said northeasterly line with the southeasterly line of Lot TT-1, thence along said southeasterly line, North 33° 57’ 10” East, 151.78 feet to a point in the southwesterly line of Fairfax Boulevard, thence along said southwesterly line the following two (2) courses: 1.) along a curve to the left, having a radius of 290.00 feet, an arc length of 31.24 feet and a chord of South 50° 52’ 30” East, 31.23 feet to a point, thence 2.) South 53° 57’ 40” East, 39.58 feet to the point of beginning and containing 10,212± sq. ft. of land.

Todd Westerveld, P.L.S.
No. 50,319

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SUGGESTED DESCRIPTION
EASEMENT TO BE GRANTED TO
THE TOWN OF NEW SCOTLAND
DRAINAGE AREA – 4.03± ACRES
KENNINGTON WOODS SUBDIVISION

All that certain easement situate in the Town of New Scotland, County of Albany, State of New York, lying along the northerly line of Fairfax Boulevard and westerly of Hilton Road, being designated as lands to be conveyed to The Town of New Scotland (Drainage Area), as shown on a map entitled, "Kensington Woods – Phase 1" dated November 14, 2011, last revised August 9, 2016, prepared by Lansing Engineering and filed in the Albany County Clerk's Office as Instrument No. 13369 and being further bounded and described as follows:

Beginning at the point of intersection of the common lot line of Lands to be conveyed to The Town of New Scotland (Drainage Area 4.03± acres) to the North and Lot TT-13 to the South, with the northwesterly line of Fairfax Boulevard, all as shown on said filed map, thence from said point of beginning along said common lot line the following two (2) courses: 1.) North 53° 55' 10" West, 171.48 feet to a point, thence 2.) South 25° 29' 40" West, 97.41 feet to the point of intersection of said common lot line with the northerly line of Lands to be conveyed to The Town of New Scotland, as shown on said filed map, thence along said northerly line North 65° 05' 50" West, 116.24 feet to the point of intersection of said northerly line with the easterly line of lands of Warner Family Trust as described in Book 2780 of Deeds at Page 1011, thence along said easterly line North 04° 52' 10" East, 343.86 feet to the point of intersection with the southerly line of lands to be conveyed to The Town of New Scotland (Town Passive Space Area), as shown on said filed map, thence along said southerly, southwesterly and northwesterly lines the following three (3) courses: 1.) South 84° 37' 10" East, 364.23 feet to a point, thence 2.) South 39° 51' 10" East, 380.20 feet to a point, thence 3.) South 66° 24' 00" West, 72.58 feet to the point of intersection with the common lot line between said lands to be conveyed to The Town of New Scotland, to the North and Lot TT-14, to the South, thence along said common lot line the following two (2) courses: 1.) North 74° 12' 30" West, 72.81 feet to a point, thence 2.) South 50° 16' 40" West, 116.25 feet to a point on the northerly line of said Fairfax Boulevard, thence along said line along a curve to the left, having a radius of 90.00 feet, an arc length of 136.25 feet and a chord of North 87° 42' 30" West, 123.61 feet to the point of beginning.

Duane J. Rabideau, P.L.S. No. 49,755
EASEMENT TO BE GRANTED TO
THE TOWN OF NEW SCOTLAND
DRAINAGE AREA − 1.54± ACRES
KENSINGTON WOODS − PHASE I

TOWN OF NEW SCOTLAND          ALBANY COUNTY, NEW YORK
SCALE: 1" = 100'                  DATE: JANUARY 24, 2019
TELEPHONE NO.: (518) 893-0634      MAP NO.: 06 − 06 − 1206A

Gilbert VanGuilder
Land Surveyor, PLLC
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Members:
Gilbert G. VanGuilder, PLS
Robert A. Wilklow, PLS

Associate:
Duane Rabideau, PLS

January 24, 2019

SUGGESTED DESCRIPTION
EASEMENT TO BE GRANTED TO
THE TOWN OF NEW SCOTLAND
DRAINAGE AREA – 1.54± Acres
KENNINGTON WOODS SUBDIVISION

All that certain easement situate in the Town of New Scotland, County of Albany, State of New York, lying along the southerly line of Fairfax Boulevard and westerly of Hilton Road, being designated as lands to be conveyed to The Town of New Scotland (Drainage Area), as shown on a map entitled, “Kensington Woods – Phase I” dated November 14, 2011, last revised August 9, 2016, prepared by Lansing Engineering and filed in the Albany County Clerk’s Office as Instrument No. 13369 and being further bounded and described as follows:

Beginning at the point of intersection of the common lot line of Lands to be conveyed to The Town of New Scotland (Drainage Area 1.54± acres) to the East and Lands to be conveyed to The Town of New Scotland (Bike Trail Park) to the West, with the southerly line of Fairfax Boulevard, all as shown on said filed map, thence from said point of beginning along said southerly line the following two (2) courses: 1.) South 86° 34’ 10” East, 226.95 feet to a point of curvature, thence 2.) along a curve to the right, having a radius of 25.00 feet, an arc length of 39.00 feet and a chord of South 41° 52’ 50” East, 35.16 to a point in the westerly line of lands to be conveyed to The Town of New Scotland, as shown on said filed map, thence along said westerly line the following two (2) courses: 1.) South 02° 48’ 40” West, 135.08 feet to a point, thence 2.) South 00° 46’ 40” West, 134.25 feet to the point of intersection of said westerly line with the common lot line between said Lands to be conveyed to The Town of New Scotland (Drainage Area 1.54± acres) to the North and East and said Lands to be conveyed to The Town of New Scotland (Bike Trail Park) to the South and West, thence along said common lot line the following two (2) courses: 1.) North 74° 05’ 30” West, 265.91 feet to a point, thence 2.) North 03° 25’ 50” East, 236.45 feet to the point of beginning.

Duane J. Rabideau, P.L.S. No. 49,755
SUGGESTED DESCRIPTION
BASEMENT TO BE GRANTED TO
THE TOWN OF NEW SCOTLAND
9.28± ACRES
KENSINGTON WOODS SUBDIVISION

All that certain easement situate in the Town of New Scotland, County of Albany, State of New York, lying along the northeasterly line of Hazelwood Boulevard and the northerly line of Fairleigh Court, being designated as lands to be conveyed to The Town of New Scotland (9.28± acres), as shown on a map entitled, "Kensington Woods -- Phase 1" dated November 14, 2011, last revised August 9, 2016, prepared by Lansing Engineering and filed in The Albany County Clerk’s Office as Instrument No. 13369 and being further bounded and described as follows:

Beginning at the point of intersection of the common lot line of Lands to be conveyed to The Town of New Scotland (9.28± acres), to the East and Lot BS-7, to the West, with the northwesterly line of Hazelwood Boulevard, all as shown on said filed map, thence from said point of beginning, along said common lot line North 05° 53’ 10” West, 133.92 feet to a point in the southerly line of lands of Coughtry as described in Book 947 of Deeds at Page 370, thence along said southerly line and the southerly line of lands of Donato as described in Book 880 of Deeds at Page 439, North 84° 07’ 00” East, 1,212.24 feet to a point, thence along the northwesterly, westerly and southwesternly line of said lands of Donato the following eight (8) courses: 1.) South 39° 01’ 40” West, 541.53 feet to a point, thence 2.) South 19° 58’ 00” West, 82.75 feet to a point, thence 3.) South 14° 56’ 20” West, 104.00 feet to a point, thence 4.) South 11° 31’ 30” West, 126.27 feet to a point, thence 5.) South 03° 57’ 20” West, 41.31 feet to a point, thence 6.) South 16° 47’ 50” East, 86.63 feet to a point, thence 7.) South 29° 41’ 40” East, 124.49 feet to a point, thence 8.) South 45° 27’ 10” East, 362.49 feet to a point in the northerly line of Fairleigh Court, thence along said northerly line South 83° 54’ 10” West, 51.73 feet to a point in the northeasterly line of Lot C-15, thence along said northeasterly line and the northeasterly, easterly and southerly lines of H.O.A. Open Space No.5 and lands to be conveyed to The Town of New Scotland (Drainage Area) the following seven (7) courses: 1.) North 45° 27’ 10” West, 204.92 feet to a point, thence 2.) North 41° 01’ 00” West, 129.31 feet to a point, thence 3.) North 29° 41’ 40” West, 132.03 feet to a point, thence 4.) North 16° 47’ 50” West, 90.02 feet to a point, thence 5.) North 10° 54’ 30” West, 178.48 feet to a point, thence 6.) North 16° 36’ 40” West, 92.73 feet to a point, thence 7.) South 75° 09’ 40” West, 299.99 feet to a point in the northeasterly line of H.O.A. Open Space No. 4, thence along said northeasterly and northerly line the following three (3) courses: 1.) North 22° 51’ 40” West, 247.20 feet to a point, thence 2.) North 47° 16’ 00” West, 149.55 feet to a point, thence 3.) South 81° 21’ 20” West, 65.91 feet to a point in the northeasterly line of Hazelwood Boulevard, thence along said line along
a curve to the left having a radius of 60.00 feet, an arc length of 209.02 feet and a chord of North 85° 55' 30" West, 118.25 feet to the point of beginning.

Duane J. Rabideau, P.L.S. No. 49,755
Gilbert VanGuilder
Land Surveyor, PLLC
988 Route 146, Clifton Park, NY 12065
383-0634
FAX 371-8437

Members:
Gilbert G. VanGuilder, PLS
Robert A. Wilklow, PLS

SUGGESTED DESCRIPTION
EASEMENT TO BE GRANTED TO
THE TOWN OF NEW SCOTLAND
DRAINAGE AREA – 3.73± ACRES
KENSINGTON WOODS SUBDIVISION

All that certain easement situate in the Town of New Scotland, County of Albany, State of New York, lying along the southeasterly line of Hazelwood Boulevard, being designated as lands to be conveyed to The Town of New Scotland (Drainage Area 3.73± acres), as shown on a map entitled, "Kensington Woods – Phase 1" dated November 14, 2011, last revised August 9, 2016, prepared by Lansing Engineering and filed in the Albany County Clerk’s Office as Instrument No. 13369 and being further bounded and described as follows:

Beginning at the point of intersection of the common lot line of Lands to be conveyed to The Town of New Scotland (Drainage Area 3.73± acres) to the East and Lot ES-8, to the West, with the southeasterly line of Hazelwood Boulevard, all as shown on said filed map, thence from said point of beginning, along said southeasterly line of Hazelwood Boulevard the following two (2) courses:
1.) along a curve to the left, having a radius of 180.00 feet, an arc length of 10.54 feet and a chord of North 47° 14' 40" East, 10.54 to a point, thence 2.) North 45° 34' 00" East, 26.55 to a point in the southwesterly line of H.O.A. Open Space No. 4, thence along said southwesterly line and the southerly and westerly lines of lands to be conveyed to The Town of New Scotland, the following four (4) courses:
1.) South 24° 26' 00" East, 317.04 to a point, thence 2.) North 75° 09' 40" East, 524.60 to a point, thence 3.) South 16° 36' 40" East, 92.73 to a point, thence 4.) South 10° 54' 30" East, 109.55 to a point in the northerly line of H.O.A. Open Space No. 5, thence along said northerly, westerly and northwesterly line the following four (4) courses:
1.) North 79° 02' 30" West, 140.37 feet to a point, thence 2.) South 73° 53' 00" West, 66.19 feet to a point, thence 3.) South 09° 41' 00" West, 134.19 feet to a point, thence 4.) South 53° 38' 00" West, 357.14 feet to a point in the easterly line of Lot ES-11, thence along said easterly line and the northeasterly and easterly lines of Lots ES-10, ES-9 and ES-8 the following three (3) courses:
1.) North 03° 25' 50" East, 195.03 feet to a point, thence 2.) North 38° 32' 40" West, 217.88 feet to a point, thence 3.) North 14° 31' 10" West, 305.35 feet to the point of beginning.

Duane J. Rabideau, P.L.S. No. 49,755
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FAX 371-8437

Members:
Gilbert G. VanGuilder, PLS
Robert A. Wilklow, PLS
Kevin H. Weed, PLS

Associate:
Duane Rabideau, PLS

September 26, 2018

SUGGESTED DESCRIPTION
DRAINAGE EASEMENT TO BE GRANTED TO
THE TOWN OF NEW SCOTLAND
THROUGH LOTS TT-3 & TT-4

All that certain drainage easement situate in the Town of New Scotland, County of Albany, State of New York, lying along the southwesterly line of Fairfax Boulevard, being designated as “Drainage Easement to be Granted to The Town of New Scotland”, as shown on a map entitled, “Kensington Woods – Phase 1” dated November 14, 2011, last revised August 9, 2016, prepared by Lansing Engineering and filed in the Albany County Clerk’s Office as Instrument No. 13369, being further bounded and described as follows:

Beginning at the point of intersection of the common lot line between Lot TT-3 to the northeast and Lot TT-4 to the southwest, with the southwesterly line of Fairfax Boulevard, thence from said point of beginning along said southwesterly line the following two (2) courses: 1.) South 56° 02’ 50” East, 10.63 feet to a point, thence 2.) along a curve to the right having a radius of 260.00 feet, an arc length of 4.37 feet and a chord of South 55° 34’ 00” East, 4.37 feet to a point, thence through said Lot TT-3 and Lot TT-4 the following three (3) courses: 1.) South 33° 57’ 10” West, 128.79 feet to a point, thence 2.) North 56° 02’ 50” West, 30.00 feet to a point, thence 3.) North 33° 57’ 10” East, 128.83 feet to a point in the southwesterly line of Fairfax Boulevard, thence along said southwesterly line South 56° 02’ 50” East, 15.00 feet to the point of beginning.

Todd Westerveld, P.L.S.
No. 50,319
SUGGESTED DESCRIPTION
DRAINAGE EASEMENT TO BE_GRANTED TO
THE TOWN OF NEW SCOTLAND
THROUGH LOTS TT-5 & TT-6

All that certain drainage easement situate in the Town of New Scotland, County of Albany, State of
New York, lying along the southwesterly line of Fairfax Boulevard, being designated as “Drainage
Easement to be Granted to The Town of New Scotland”, as shown on a map entitled, “Kensington
Woods – Phase 1” dated November 14, 2011, last revised August 9, 2016, prepared by Lansing
Engineering and filed in the Albany County Clerk’s Office as Instrument No. 13369, being further
bounded and described as follows:

Beginning at the point of intersection of the common lot line between Lot TT-5 to the northeast
and Lot TT-6 to the southwest, with the southwesterly line of Fairfax Boulevard, thence from said
point of beginning along said southwesterly line South 56° 02’ 50” East, 14.97 feet to a point,
thence through said Lot TT-5 and Lot TT-6 the following three (3) courses: 1.) South 33° 56’ 10”
West, 128.82 feet to a point, thence 2.) North 56° 03’ 50” West, 30.00 feet to a point, thence 3.)
North 33° 56’ 10” East, 128.83 feet to a point in the southwesterly line of Fairfax Boulevard,
thence along said southwesterly line South 56° 02’ 50” East, 15.03 feet to the point of beginning.

Todd Westerveld, P.L.S.
No. 50,319
Gilbert VanGuilder  
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383-0634  
FAX 371-8437

Members:  
Gilbert G. VanGuilder, PLS  
Robert A. Willdow, PLS  
Kevin H. Weed, PLS

Associate:  
Dunne Rabideau, PLS

September 26, 2018

SUGGESTED DESCRIPTION  
DRAINAGE EASEMENT TO BE GRANTED TO  
THE TOWN OF NEW SCOTLAND  
THROUGH LOTS TT-7 & TT-8

All that certain drainage easement situate in the Town of New Scotland, County of Albany, State of New York, lying along the southwesterly line of Fairfax Boulevard, being designated as “Drainage Easement to be Granted to The Town of New Scotland”, as shown on a map entitled, “Kensington Woods – Phase 1” dated November 14, 2011, last revised August 9, 2016, prepared by Lansing Engineering and filed in the Albany County Clerk’s Office as Instrument No. 13369, being further bounded and described as follows:

Beginning at the point of intersection of the common lot line between Lot TT-7 to the northeast and Lot TT-8 to the southwest, with the southwesterly line of Fairfax Boulevard, thence from said point of beginning along said southwesterly line South 56° 02’ 50” East, 14.99 feet to a point, thence through said Lot TT-7 and Lot TT-8 the following three (3) courses: 1.) South 33° 56’ 50” West, 131.98 feet to a point, thence 2.) North 56° 03’ 10” West, 30.00 feet to a point, thence 3.) North 33° 56’ 50” East, 131.98 feet to a point in the southwesterly line of Fairfax Boulevard, thence along said southwesterly line South 56° 02’ 50” East, 15.01 feet to the point of beginning.

Todd Westerveld, P.L.S.  
No. 50,319
SUGGESTED DESCRIPTION
DRAINAGE EASEMENT TO BE GRANTED TO
THE TOWN OF NEW SCOTLAND
THROUGH LOTS TT-9 & TT-10

All that certain drainage easement situate in the Town of New Scotland, County of Albany, State of New York, lying along the southwesterly line of Fairfax Boulevard, being designated as "Drainage Easement to be Granted to The Town of New Scotland", as shown on a map entitled, "Kensington Woods -- Phase I" dated November 14, 2011, last revised August 9, 2016, prepared by Lansing Engineering and filed in the Albany County Clerk’s Office as Instrument No. 13369, being further bounded and described as follows:

Beginning at the point of intersection of the common lot line between Lot TT-9 to the northeast and Lot TT-10 to the southwest, with the southwesterly line of Fairfax Boulevard, thence from said point of beginning along said southwesterly line along a curve to the right having a radius of 970.00 feet, an arc length of 15.02 feet and a chord of South 59° 38' 20" East, 15.02 feet to a point, thence through said Lot TT-9 and Lot TT-10 the following three (3) courses: 1.) South 27° 14' 10" West, 151.93 feet to a point, thence 2.) North 62° 45' 50" West, 30.00 feet to a point, thence 3.) North 27° 14' 10" East, 153.34 feet to a point in the southwesterly line of Fairfax Boulevard, thence along said southwesterly line along a curve to the right having a radius of 970.00 feet, an arc length of 15.01 feet and a chord of South 60° 31' 40" East, 15.01 feet to the point of beginning.

Todd Westerveld, P.L.S.
No. 50,319
FAIRFAX BOULEVARD

R = 970.00'
L = 30.03'
Ch = 30.03'
S60° 05' 00"E

327.14', T.D.W.

DRAINAGE EASEMENT TO BE GRANTED TO
THE TOWN OF NEW SCOTLAND
LOTS TT-9 & TT-10
KENSINGTON WOODS PHASE 1

DUANE J. RABIDEAU, P.L.S. No. 49,755

LEGEND:

65 Street Address
TT-9 Lot Number

Unauthorized alterations or additions to this Survey Map is a violation of Section 3309 of the New York State Education Law. Only copies of this Survey Map bearing the Land Surveyor's original signatures and embossed seal shall be considered valid.
Gilbert VanGuilder  
Land Surveyor, PLLC  
988 Route 146, Clifton Park, NY 12065  
383-0634  
FAX 371-8437  

Members:  
Gilbert G. VanGuilder, PLS  
Robert A. Wilklow, PLS  
Kevin H. Weed, PLS  

Associate:  
Duane Rabideau, PLS  

September 26, 2018  

SUGGESTED DESCRIPTION  
DRAINAGE EASEMENT TO BE GRANTED TO  
THE TOWN OF NEW SCOTLAND  
THROUGH LOTS TT-11 & TT-12  

All that certain drainage easement situate in the Town of New Scotland, County of Albany, State of New York, lying along the southerly line of Fairfax Boulevard, being designated as “Drainage Basement to be Granted to The Town of New Scotland”, as shown on a map entitled, “Kensington Woods – Phase I” dated November 14, 2011, last revised August 9, 2016, prepared by Lansing Engineering and filed in the Albany County Clerk’s Office as Instrument No. 13369, being further bounded and described as follows:

Beginning at the point of intersection of the common lot line between Lot TT-11 to the East and Lot TT-12 to the West, with the southerly line of Fairfax Boulevard, thence from said point of beginning along said southerly line, South 69° 35’ 30” East, 15.00 feet to a point, thence through said Lot TT-11 and Lot TT-12 the following three (3) courses: 1.) South 20° 24’ 30” West, 130.56 feet to a point, thence 2.) North 69° 35’ 30” West, 30.00 feet to a point, thence 3.) North 20° 24’ 30” East, 130.56 feet to a point in the southerly line of Fairfax Boulevard, thence along said southerly line South 69° 35’ 30” East, 15.00 feet to the point of beginning.

Todd Westerveld, P.L.S.  
No. 50,319
OFFER OF CESSION
{Kensington Woods Dedication #2}

THIS IRREVOCABLE OFFER OF CESSION made this 13th day of March, 2019, from GARRISON PROJECTS, LLC, a Limited Liability Company organized and existing under the laws of the State of New York, with offices located at 395 Mariaville Road, Schenectady, New York, 12306 (hereinafter referred to as "Garrison Projects") to the TOWN OF NEW SCOTLAND, a Municipal Corporation, organized and existing by virtue of the laws of the State of New York, having its offices at 2029 New Scotland Road, Slingerlands, New York, 12159 (hereinafter referred to as "New Scotland").

WITNESSETH:

WHEREAS, Garrison Projects is the owner of certain lands located within the Town of New Scotland, County of Albany and State of New York, more particularly described in deeds: 1) from PURDY'S TALL TIMBERS, LLC, dated December 30, 2010, and recorded in the Albany County Clerk's Office on January 13, 2011, in Liber 2996 Page 918; and

WHEREAS, New Scotland, as a condition for the dedication to and acceptance of the roads, other lands, water and infrastructure (but not including stormwater detention basins) and improvements and easements and all related appurtenances, has required Garrison Projects, LLC to file with New Scotland a formal irrevocable Offer of Cession of the proposed subdivision roadways and easements as shown on said maps;

NOW, THEREFORE, Garrison Projects hereby irrevocably offers to grant, cede and convey to New Scotland all those tracts, pieces or parcels of land and related improvements as are more particularly described in Schedule "A" annexed hereto, said parcels to be used as a public roadway, public utility infrastructure or as utility easements, all as shown of the aforementioned subdivision maps.

This irrevocable offer of cession shall continue indefinitely and may be accepted by the Town of New Scotland at any time, it being the intent that this offer will be accepted at the Town Board's discretion. It is expressly understood that the receipt of this offer of cession by the Town of New Scotland, and/or the recording hereof, does not constitute any actual acceptance of the offer herein contained.

IN WITNESS WHEREOF, Garrison Projects has executed this irrevocable offer of cession as of the day and year first above written.

GARRISON PROJECTS, LLC

By: [Signature]

Steven Masiello, Member

STATE OF NEW YORK

SS.

COUNTY OF ALBANY

On the 7th day of March, 2019 before me, the undersigned, Steven Masiello, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within Instrument and he acknowledged to me that he executed the same in his capacity, and that by his signature on the Instrument, the individual or person upon behalf of which the individual acted, executed the Instrument.

MARY ELIZABETH SLEVIN
Notary Public State of New York
Qualified in Albany County
No. 01SL1*26576
SCHEDULE "A"
Gilbert VanGuilder  
Land Surveyor, PLLC  
988 Route 146, Clifton Park, NY 12065  
383-9634  
FAX 371-8457

Members:  
Gilbert G. VanGuilder, PLS  
Robert A. Wilklow, PLS

Associate:  
Duane Rabideau, PLS

September 18, 2018

SUGGESTED DESCRIPTION
LANDS TO BE DEDICATED TO
THE TOWN OF NEW SCOTLAND
PORTION OF "FAIRFAX BOULEVARD"
KENSINGTON WOODS SUBDIVISION

All that certain tract, piece or parcel of land situate in the Town of New Scotland, County of Albany, State of New York, lying westerly of Hilton Road and along the northwesterly line of the previously dedicated portion of Fairfax Boulevard to the Town of New Scotland, being designated as Fairfax Boulevard, as shown on a map entitled, "Kensington Woods -- Phase I" dated November 14, 2011, last revised August 9, 2016, prepared by Lansing Engineering and filed in the Albany County Clerk’s Office as Instrument No. 13369 and being further bounded and described as follows:

Beginning at the point of intersection of the northwesterly line of Edinburgh Court and the southeasterly line of Lot C-12 with the northeasterly line of Fairfax Boulevard, all as shown on said filed map, thence from said point of beginning through said Fairfax Boulevard and along the northwesterly line of the previously dedicated portion of Fairfax Boulevard to the Town of New Scotland, South 36° 02’ 20” West, 80.00 feet to a point in the northeasterly line of Lot C-10, thence generally along the northeasterly, easterly, southerly and southwesterly lines of Lots C-10, C-11, Lots TT-1 through TT-13, lands to be conveyed to The Town of New Scotland, Lots TT-1 through TT-22, lands to be conveyed to The Town of New Scotland and Lot C-12 the following nineteen courses (19) courses: 1.) North 53° 57’ 40” West, 164.58 feet to a point of curvature, thence 2.) along a curve to the right having a radius of 290.00 feet, an arc length of 134.43 feet and a chord of North 40° 40’ 50” West, 133.23 feet to a point, thence 3.) North 27° 24’ 00” West, 145.11 feet to a point of curvature, thence 4.) along a curve to the left having a radius of 260.00 feet, an arc length of 130.00 feet and a chord of North 41° 43’ 30” West, 128.65 feet to a point, thence 5.) North 56° 02’ 50” West, 357.03 feet to a point, thence 6.) North 42° 00’ 40” West, 41.23 feet to a point, thence 7.) North 56° 02’ 50” West, 278.22 feet to a point of curvature, thence 8.) along a curve to the left having a radius of 970.00 feet, an arc length of 229.28 feet and a chord of North 62° 49’ 10” West, 228.74 feet to a point, thence 9.) North 69° 35’ 30” West, 114.89 feet to a point of curvature, thence 10.) along a curve to the right having a radius of 90.00 feet, an arc length of 420.55 feet and a chord of North 64° 16’ 20” East, 129.78 feet to a point of reverse curvature, thence 11.) along a curve to the left having a radius of 35.00 feet, an arc length of 53.26 feet and a chord of South 25° 30’ 30” East, 48.27 feet to a point of reverse curvature, thence 12.) along a curve to the right having a radius of 1,030.00 feet, an arc length of 233.78 feet and a chord of South
62° 33' 00" East, 233.28 feet to a point, thence 13.) South 56° 02' 50" East, 278.22 feet to a point, thence 14.) South 70° 05' 00" East, 41.23 feet to a point, thence 15.) South 56° 02' 50" East, 357.03 feet to a point of curvature, thence 16.) along a curve to the right having a radius of 340.00 feet, an arc length of 170.00 feet and a chord of South 41° 43' 30" East, 168.24 feet to a point, thence 17.) South 27° 24' 00" East, 145.11 feet to a point of curvature, thence 18.) along a curve to the left having a radius of 210.00 feet, an arc length of 97.35 feet and a chord of South 40° 40' 50" East, 96.48 feet to a point, thence 19.) South 53° 57' 40" East, 164.58 feet to the point of beginning and containing 3.15± acres.

Todd Westerveld
P.L.S. No. 49,755
FAIRFAX BOULEVARD

MAP REFERENCE


DELAWARE AND HUDSON RAILWAY COMPANY

LANDS TO BE CONVEYED TO THE TOWN OF NEWS SCOTLAND
10,212 SQ. FT.
KENNINGTON WOODS PHASE 1

DUANE J. RABIDEAU, P.L.S. No. 49,755

LEGEND:

31 Street Address
TT-1 Lot Number

UNAUTHORIZED ALTERATIONS OR ADDITIONS TO THIS SURVEY MAP IS A VIOLATION OF SECTION 7600 OF THE NEW YORK STATE EDUCATION LAW. ONLY COPIES OF THE SURVEY MAP REPOSING THE LAND SURVEYOR'S ORIGINAL SIGNATURES AND EMBOSSED SEAL SHALL BE CONSIDERED VALID.

GILBERT VANGLIDER
LAND SURVEYOR, PLLC
PROFESSIONAL LAND SURVEYORS
966 ROUTE 146, CLIFTON PARK, NEW YORK 12065
gvlandsurveyors.com
SUGGESTED DESCRIPTION
LANDS TO BE CONVEYED TO
THE TOWN OF NEW SCOTLAND
(10,212± SQ. FT.)
KENSINGTON WOODS – PHASE 1

All that certain tract, piece or parcel of land situate in the Town of New Scotland, County of
Albany, State of New York, lying along the southwesterly line of Fairfax Boulevard, being
designated as “Lands to be Conveyed to The Town of New Scotland Area = 10,212 Sq. Ft.”, as
shown on a map entitled, “Kensington Woods – Phase 1” dated November 14, 2011, last revised
August 9, 2016, prepared by Lansing Engineering and filed in the Albany County Clerk’s Office as
Instrument No. 13369, being further bounded and described as follows:

Beginning at the point of intersection of the common lot line between Lot C-11 to the northeast
and lands herein described to the southwest, with the southwesterly line of Fairfax Boulevard,
thence from said point of beginning along said common lot line, South 36° 02’ 20” West, 150.00
feet to a point in the northeasterly line of lands of Delaware and Hudson Railway Company, thence
along said northeasterly line, North 53° 57’ 40” West, 65.23 feet to the point of intersection of said
northeasterly line with the southeasterly line of Lot TT-1, thence along said southeasterly line,
North 33° 57’ 10” East, 151.78 feet to a point in the southwesterly line of Fairfax Boulevard,
thence along said southeasterly line the following two (2) courses: 1.) along a curve to the left,
having a radius of 290.00 feet, an arc length of 31.24 feet and a chord of South 50° 52’ 30” East,
31.23 feet to a point, thence 2.) South 53° 57’ 40” East, 39.58 feet to the point of beginning and
containing 10,212± sq. ft. of land.

Todd Westerveld, P.L.S.
No. 50,319
EASEMENT TO BE GRANTED TO
THE TOWN OF NEW SCOTLAND
DRAINAGE AREA - 4.03± ACRES
KENSINGTON WOODS PHASE I

TOWN OF NEW SCOTLAND
ALBANY COUNTY, NEW YORK

SCALE 1" = 100'
DATE: JANUARY 24, 2013

GILBERT VAN GUILDER
LAND SURVEYOR, PLLC
PROFESSIONAL LAND SURVEYORS
988 ROUTE 146, CLIFTON PARK, NEW YORK 12065
gvlandsurveyors.com
SUGGESTED DESCRIPTION

BASEMENT TO BE GRANTED TO
THE TOWN OF NEW SCOTLAND
DRAINAGE AREA – 4.03± ACRES
KENSINGTON WOODS SUBDIVISION

All that certain easement situate in the Town of New Scotland, County of Albany, State of New York, lying along the northerly line of Fairfax Boulevard and westerly of Hilton Road, being designated as lands to be conveyed to The Town of New Scotland (Drainage Area), as shown on a map entitled, “Kensington Woods – Phase 1” dated November 14, 2011, last revised August 9, 2016, prepared by Lansing Engineering and filed in the Albany County Clerk’s Office as Instrument No. 13369 and being further bounded and described as follows:

Beginning at the point of intersection of the common lot line of Lands to be conveyed to The Town of New Scotland (Drainage Area 4.03± acres) to the North and Lot TT-13 to the South, with the northwesterly line of Fairfax Boulevard, all as shown on said filed map, thence from said point of beginning along said common lot line the following two (2) courses: 1.) North 53° 55’ 10” West, 171.48 feet to a point, thence 2.) South 25° 29’ 40” West, 97.41 feet to the point of intersection of said common lot line with the northerly line of Lands to be conveyed to The Town of New Scotland, as shown on said filed map, thence along said northerly line North 65° 05’ 50” West, 116.24 feet to the point of intersection of said northerly line with the easterly line of lands of Warner Family Trust as described in Book 2780 of Deeds at Page 1011, thence along said easterly line North 04° 52’ 10” East, 343.86 feet to the point of intersection with the southerly line of lands to be conveyed to The Town of New Scotland (Town Passive Space Area), as shown on said filed map, thence along said southerly, southwesterly and northwesterly lines the following three (3) courses: 1.) South 84° 37’ 10” East, 364.23 feet to a point, thence 2.) South 39° 51’ 10” East, 380.20 feet to a point, thence 3.) South 66° 24’ 00” West, 72.58 feet to the point of intersection with the common lot line between said lands to be conveyed to The Town of New Scotland, to the North and Lot TT-14, to the South, thence along said common lot line the following two (2) courses: 1.) North 74° 12’ 30” West, 72.81 feet to a point, thence 2.) South 50° 16’ 40” West, 116.25 feet to a point on the northerly line of said Fairfax Boulevard, thence along said line along a curve to the left, having a radius of 90.00 feet, an arc length of 136.25 feet and a chord of North 87° 42’ 30” West, 123.61 feet to the point of beginning.

Duane J. Rabideau, P.L.S. No. 49,755
Gilbert VanGuilder
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Members:
Gilbert G. VanGuilder, PLS
Robert A. Wilklow, PLS

Associate:
Duane Rabideau, PLS

January 24, 2019

SUGGESTED DESCRIPTION
EASEMENT TO BE GRANTED TO
THE TOWN OF NEW SCOTLAND
DRAINAGE AREA – 1.54± ACRES
KENNSINGTON WOODS SUBDIVISION

All that certain easement situate in the Town of New Scotland, County of Albany, State of New York, lying along the southerly line of Fairfax Boulevard and westerly of Hilton Road, being designated as lands to be conveyed to The Town of New Scotland (Drainage Area), as shown on a map entitled, “Kensington Woods – Phase 1” dated November 14, 2011, last revised August 9, 2016, prepared by Lansing Engineering and filed in the Albany County Clerk’s Office as Instrument No. 13369 and being further bounded and described as follows:

Beginning at the point of intersection of the common lot line of Lands to be conveyed to The Town of New Scotland (Drainage Area 1.54± acres) to the East and Lands to be conveyed to The Town of New Scotland (Bike Trail Park) to the West, with the southerly line of Fairfax Boulevard, all as shown on said filed map, thence from said point of beginning along said southerly line the following two (2) courses: 1.) South 86° 34' 10" East, 226.95 feet to a point of curvature, thence 2.) along a curve to the right, having a radius of 25.00 feet, an arc length of 39.00 feet and a chord of South 41° 52' 50" East, 35.16 to a point in the westerly line of lands to be conveyed to The Town of New Scotland, as shown on said filed map, thence along said westerly line the following two (2) courses: 1.) South 02° 48' 40" West, 135.08 feet to a point, thence 2.) South 00° 46' 40" West, 134.25 feet to the point of intersection of said westerly line with the common lot line between said Lands to be conveyed to The Town of New Scotland (Drainage Area 1.54± acres) to the North and East and said Lands to be conveyed to The Town of New Scotland (Bike Trail Park) to the South and West, thence along said common lot line the following two (2) courses: 1.) North 74° 05' 30" West, 265.91 feet to a point, thence 2.) North 03° 25' 50" East, 236.45 feet to the point of beginning.

Duane J. Rabideau, P.L.S. No. 49,755
EASEMENT TO BE GRANTED TO THE TOWN OF NEW SCOTLAND
8.28± ACRES
KENSINGTON WOODS – PHASE 1

DUANE J. RABIDEAU, P.L.S. No. 49,755

C-13 Lot Number

LEGEND:

3 Street Address

Unauthorized alterations or additions to this survey map is a violation of Section 7229 of the New York State Education Law. Only copies of this survey map bearing the land surveyor's original signature and embossed seal shall be considered valid.
Gilbert VanGuilder
Land Surveyor, PLLC
988 Route 146, Clifton Park, NY 12065
383-0034
FAX 371-8437

Members:
Gilbert G. VanGuilder, PLS
Robert A. Wilklow, PLS

Associate:
Duane Rabideau, PLS

January 24, 2019

SUGGESTED DESCRIPTION
EASEMENT TO BE GRANTED TO
THE TOWN OF NEW SCOTLAND
9.28± ACRES
KENSINGTON WOODS SUBDIVISION

All that certain easement situate in the Town of New Scotland, County of Albany, State of New York, lying along the northeasterly line of Hazelwood Boulevard and the northerly line of Fairleigh Court, being designated as lands to be conveyed to The Town of New Scotland (9.28± Acres), as shown on a map entitled, “Kensington Woods – Phase 1” dated November 14, 2011, last revised August 9, 2016, prepared by Lansing Engineering and filed in The Albany County Clerk’s Office as Instrument No. 13369 and being further bounded and described as follows:

Beginning at the point of intersection of the common lot line of Lands to be conveyed to The Town of New Scotland (9.28± acres), to the East and Lot ES-7, to the West, with the northwesterly line of Hazelwood Boulevard, all as shown on said filed map, thence from said point of beginning, along said common lot line North 05° 53’ 10” West, 133.92 feet to a point in the southerly line of lands of Coughtry as described in Book 947 of Deeds at Page 370, thence along said southerly line and the southerly line of lands of Donato as described in Book 880 of Deeds at Page 439, North 84° 07’ 00” East, 1,212.24 feet to a point, thence along the northwesterly, westerly and southwesterly line of said lands of Donato the following eight (8) courses: 1.) South 39° 01’ 40” West, 541.53 feet to a point, thence 2.) South 15° 58’ 00” West, 82.75 feet to a point, thence 3.) South 14° 56’ 20” West, 104.00 feet to a point, thence 4.) South 11° 31’ 30” West, 126.27 feet to a point, thence 5.) South 03° 57’ 20” West, 41.31 feet to a point, thence 6.) South 15° 47’ 50” East, 86.63 feet to a point, thence 7.) South 29° 41’ 40” East, 124.49 feet to a point, thence 8.) South 45° 27’ 10” East, 362.49 feet to a point in the northerly line of Fairleigh Court, thence along said northerly line South 83° 54’ 10” West, 51.73 feet to a point in the northeasterly line of Lot C-15, thence along said northeasterly line and the northeasterly, easterly and southerly lines of H.O.A. Open Space No. 5 and lands to be conveyed to The Town of New Scotland (Drainage Area) the following seven (7) courses: 1.) North 45° 27’ 10” West, 204.92 feet to a point, thence 2.) North 41° 01’ 00” West, 129.31 feet to a point, thence 3.) North 29° 41’ 40” West, 132.03 feet to a point, thence 4.) North 16° 47’ 50” West, 90.02 feet to a point, thence 5.) North 10° 54’ 30” West, 178.48 feet to a point, thence 6.) North 16° 36’ 40” West, 92.73 feet to a point, thence 7.) South 75° 09’ 40” West, 299.99 feet to a point in the northeasterly line of H.O.A. Open Space No. 4, thence along said northeasterly and northerly line the following three (3) courses: 1.) North 22° 51’ 40” West, 247.20 feet to a point, thence 2.) North 47° 16’ 00” West, 149.55 feet to a point, thence 3.) South 81° 21’ 20” West, 65.91 feet to a point in the northeasterly line of Hazelwood Boulevard, thence along said line along
a curve to the left having a radius of 60.00 feet, an arc length of 209.02 feet and a chord of North 85° 55' 30" West, 118.25 feet to the point of beginning.

Duane J. Rabideau, P.L.S. No. 49,755
Gilbert VanGuilder
Land Surveyor, PLLC
988 Route 146, Clifton Park, NY 12065
383-0634
FAX 371-8437

Members:
Gilbert G. VanGuilder, PLS
Robert A. Wilkow, PLS

SUGGESTED DESCRIPTION
BASEMENT TO BE GRANTED TO
THE TOWN OF NEW SCOTLAND
DRAINAGE AREA -- 3.73± ACRES
KENSGINGTON WOODS SUBDIVISION

All that certain easement situate in the Town of New Scotland, County of Albany, State of New York, lying along the southeasterly line of Hazelwood Boulevard, being designated as lands to be conveyed to The Town of New Scotland (Drainage Area 3.73± acres), as shown on a map entitled, “Kensington Woods – Phase I” dated November 14, 2011, last revised August 9, 2016, prepared by Lansing Engineering and filed in the Albany County Clerk’s Office as Instrument No. 13369 and being further bounded and described as follows:

Beginning at the point of intersection of the common lot line of Lands to be conveyed to The Town of New Scotland (Drainage Area 3.73± acres) to the East and Lot ES-8, to the West, with the southeasterly line of Hazelwood Boulevard, all as shown on said filed map, thence from said point of beginning, along said southeasterly line of Hazelwood Boulevard the following two (2) courses: 1.) along a curve to the left, having a radius of 180.00 feet, an arc length of 10.54 feet and a chord of North 47° 14' 40" East, 10.54 to a point, thence 2.) North 45° 34' 00" East, 26.55 to a point in the southwesterly line of H.O.A. Open Space No. 4, thence along said southwesterly line and the southerly and westerly lines of lands to be conveyed to The Town of New Scotland, the following four (4) courses: 1.) South 24° 25' 00" East, 317.04 to a point, thence 2.) North 75° 09' 40" East, 524.60 to a point, thence 3.) South 16° 36' 40" East, 92.73 to a point, thence 4.) South 10° 54' 30" East, 109.55 to a point in the northerly line of H.O.A. Open Space No. 5, thence along said northerly, westerly and northwesterly line the following four (4) courses: 1.) North 79° 02' 30" West, 140.37 feet to a point, thence 2.) South 73° 53' 00" West, 66.19 feet to a point, thence 3.) South 09° 41' 00" West, 134.19 feet to a point, thence 4.) South 53° 38' 00" West, 357.14 feet to a point in the easterly line of Lot ES-11, thence along said easterly line and the northeasterly and easterly lines of Lots ES-10, ES-9 and ES-8 the following three (3) courses: 1.) North 03° 25' 50" East, 195.03 feet to a point, thence 2.) North 38° 32' 40" West, 217.88 feet to a point, thence 3.) North 14° 31' 10" West, 305.35 feet to the point of beginning.

Duane J. Rabideau, P.L.S. No. 49,755

GADOCS/DESCRIPTIONASSULLO KENSGINGTON WDS/EA SEMENT DRAINAGE AREA 3.73 AC.doc
GILBERT VAN GUILDER
LAND SURVEYOR, PLLC
988 ROUTE 146, CLIFTON PARK, NY 12065
383-0634
FAX 371-8437

MEMBERS:
Gilbert G. VanGuilder, PLS
Robert A. Wilklow, PLS
Kevin H. Weed, PLS

ASSOCIATE:
Duane Rabideau, PLS

SEPTEMBER 26, 2018

SUGGESTED DESCRIPTION
DRAINAGE EASEMENT TO BE GRANTED TO
THE TOWN OF NEW SCOTLAND
THROUGH LOTS TT-3 & TT-4

All that certain drainage easement situate in the Town of New Scotland, County of Albany, State of
New York, lying along the southwesterly line of Fairfax Boulevard, being designated as “Drainage
Easement to be Granted to The Town of New Scotland”, as shown on a map entitled, “Kensington
Woods - Phase 1” dated November 14, 2011, last revised August 9, 2016, prepared by Lansing
Engineering and filed in the Albany County Clerk’s Office as Instrument No. 13369, being further
bounded and described as follows:

Beginning at the point of intersection of the common lot line between Lot TT-3 to the northeast
and Lot TT-4 to the southwest, with the southwesterly line of Fairfax Boulevard, thence from said
point of beginning along said southwesterly line the following two (2) courses: 1.) South 56° 02’
50” East, 10.63 feet to a point, thence 2.) along a curve to the right having a radius of 260.00 feet,
an arc length of 4.37 feet and a chord of South 55° 34’ 00” East, 4.37 feet to a point, thence
through said Lot TT-3 and Lot TT-4 the following three (3) courses: 1.) South 33° 57’ 10” West,
128.79 feet to a point, thence 2.) North 56° 02’ 50” West, 30.00 feet to a point, thence 3.) North
33° 57’ 10” East, 128.83 feet to a point in the southwesterly line of Fairfax Boulevard, thence along
said southwesterly line South 56° 02’ 50” East, 15.00 feet to the point of beginning.

TODD WESTERVELD, P.L.S.
No. 50,319
MAP REFERENCED:


FAIRFAX BOULEVARD

R = 260.00'
L = 4.37'
Ch = 4.37'
S55° 34' 00" E

Drainage Easement To Be Granted To The Town Of New Scotland

Legend:

41 Street Address
TT-3 Lot Number

DRAINAGE EASEMENT TO BE GRANTED TO THE TOWN OF NEW SCOTLAND
LOTS TT-3 & TT-4
KENNINGTON WOODS PHASE 1

DUANE J. RABIDEAU, P.L.S. No. 49,755

TOWN OF NEW SCOTLAND ALBANY COUNTY, NEW YORK
SCALE: 1" = 60' DATE: SEPTEMBER 14, 2012
TELEPHONE NO.: (518) 383-0634 MAP NO.: 05 - 23 - 1288H

Gilbert VanGuilder
Land Surveyor, PLLC
Professional Land Surveyors
933 Route 146, Clifton Park, New York 12065
gvglandsurveyors.com

UNAUTHORIZED ALTERATIONS OR ADDITIONS TO THIS SURVEY MAP IS A VIOLATION OF SECTION 9002 OF THE NEW YORK STATE EDUCATION LAW. ONLY COPIES OF THIS SURVEY MAP BEARING THE LAND SURVEYOR'S ORIGINAL SIGNATURE AND ENGRAVED SEAL SHALL BE CONSIDERED VALID.
Gilbert VanGuilder
Land Surveyor, PLLC
988 Route 146, Clifton Park, NY 12065
383-0634
FAX 371-8437

Members:
Gilbert G. VanGuilder, PLS
Robert A. Wilklow, PLS
Kevin H. Weed, PLS

Associate:
Duane Rabideau, PLS

September 26, 2018

SUGGESTED DESCRIPTION
DRAINAGE EASEMENT TO BE GRANTED TO
THE TOWN OF NEW SCOTLAND
THROUGH LOTS TT-5 & TT-6

All that certain drainage easement situate in the Town of New Scotland, County of Albany, State of New York, lying along the southwesterly line of Fairfax Boulevard, being designated as “Drainage Easement to be Granted to The Town of New Scotland”, as shown on a map entitled, “Kensington Woods – Phase 1” dated November 14, 2011, last revised August 9, 2016, prepared by Lansing Engineering and filed in the Albany County Clerk’s Office as Instrument No. 13369, being further bounded and described as follows:

Beginning at the point of intersection of the common lot line between Lot TT-5 to the northeast and Lot TT-6 to the southwest, with the southwesterly line of Fairfax Boulevard, thence from said point of beginning along said southwesterly line South 56° 02’ 50” East, 14.97 feet to a point, thence through said Lot TT-5 and Lot TT-6 the following three (3) courses: 1.) South 33° 56’ 10” West, 128.82 feet to a point, thence 2.) North 56° 03’ 50” West, 30.00 feet to a point, thence 3.) North 33° 56’ 10” East, 128.83 feet to a point in the southwesterly line of Fairfax Boulevard, thence along said southwesterly line South 56° 02’ 50” East, 15.03 feet to the point of beginning.

Todd Westerveld, P.L.S.
No. 50,319
SUGGESTED DESCRIPTION
DRAINAGE EASEMENT TO BE GRANTED TO
THE TOWN OF NEW SCOTLAND
THROUGH LOTS TT-7 & TT-8

All that certain drainage easement situate in the Town of New Scotland, County of Albany, State of New York, lying along the southwesterly line of Fairfax Boulevard, being designated as "Drainage Easement to be Granted to The Town of New Scotland", as shown on a map entitled, "Kensington Woods -- Phase 1" dated November 14, 2011, last revised August 9, 2016, prepared by Lansing Engineering and filed in the Albany County Clerk's Office as Instrument No. 13369, being further bounded and described as follows:

Beginning at the point of intersection of the common lot line between Lot TT-7 to the northeast and Lot TT-8 to the southwest, with the southwesterly line of Fairfax Boulevard, thence from said point of beginning along said southwesterly line South 56° 02’ 50” East, 14.99 feet to a point, thence through said Lot TT-7 and Lot TT-8 the following three (3) courses: 1.) South 33° 56’ 50” West, 131.98 feet to a point, thence 2.) North 56° 03’ 10” West, 30.00 feet to a point, thence 3.) North 33° 56’ 50” East, 131.98 feet to a point in the southwesterly line of Fairfax Boulevard, thence along said southwesterly line South 56° 02’ 50” East, 15.01 feet to the point of beginning.

Todd Westerveld, P.L.S.
No. 50,319
Gilbert VanGuilder
Land Surveyor, PLLC
988 Route 146, Clifton Park, NY 12065
383-0634
FAX 371-8437

Members:
Gilbert G. VanGuilder, PLS
Robert A. Wilklow, PLS
Kevin H. Weed, PLS

Associate:
Duane Rabideau, PLS

September 26, 2018

SUGGESTED DESCRIPTION
DRAINAGE EASEMENT TO BE GRANTED TO
THE TOWN OF NEW SCOTLAND
THROUGH LOTS TT-9 & TT-10

All that certain drainage easement situate in the Town of New Scotland, County of Albany, State of New York, lying along the southwesterly line of Fairfax Boulevard, being designated as "Drainage Easement to be Granted to The Town of New Scotland", as shown on a map entitled, "Kensington Woods -- Phase 1" dated November 14, 2011, last revised August 9, 2016, prepared by Lansing Engineering and filed in the Albany County Clerk’s Office as Instrument No. 13369, being further bounded and described as follows:

Beginning at the point of intersection of the common lot line between Lot TT-9 to the northeast and Lot TT-10 to the southwest, with the southwesterly line of Fairfax Boulevard, thence from said point of beginning along said southwesterly line along a curve to the right having a radius of 970.00 feet, an arc length of 15.02 feet and a chord of South 59° 38' 20" East, 15.02 feet to a point, thence through said Lot TT-9 and Lot TT-10 the following three (3) courses: 1.) South 27° 14' 10" West, 151.93 feet to a point, thence 2.) North 62° 45' 50" West, 30.00 feet to a point, thence 3.) North 27° 14' 10" East, 153.34 feet to a point in the southwesterly line of Fairfax Boulevard, thence along said southwesterly line along a curve to the right having a radius of 970.00 feet, an arc length of 15.01 feet and a chord of South 60° 31' 40" East, 15.01 feet to the point of beginning.

Todd Westerveld, P.L.S.
No. 50,319
SUGGESTED DESCRIPTION
DRAINAGE EASEMENT TO BE GRANTED TO
THE TOWN OF NEW SCOTLAND
THROUGH LOTS TT-11 & TT-12

All that certain drainage easement situate in the Town of New Scotland, County of Albany, State of New York, lying along the southerly line of Fairfax Boulevard, being designated as "Drainage Easement to be Granted to The Town of New Scotland", as shown on a map entitled, "Kensington Woods -- Phase 1" dated November 14, 2011, last revised August 9, 2016, prepared by Lansing Engineering and filed in the Albany County Clerk's Office as Instrument No. 13369, being further bounded and described as follows:

Beginning at the point of intersection of the common lot line between Lot TT-11 to the East and Lot TT-12 to the West, with the southerly line of Fairfax Boulevard, thence from said point of beginning along said southerly line, South 69° 35' 30" East, 15.00 feet to a point, thence through said Lot TT-11 and Lot TT-12 the following three (3) courses: 1.) South 20° 24' 30" West, 130.56 feet to a point, thence 2.) North 69° 35' 30" West, 30.00 feet to a point, thence 3.) North 20° 24' 30" East, 130.56 feet to a point in the southerly line of Fairfax Boulevard, thence along said southerly line South 69° 35' 30" East, 15.00 feet to the point of beginning.

Todd Westerveld, P.L.S.
No. 50,319
MAP REFERENCE


FAIRFAX BOULEVARD

DRAINAGE EASEMENT TO BE GRANTED TO THE TOWN OF NEW SCOTLAND
LOTS TT-11 & TT-12
KENNINGTON WOODS PHASE 1

LEGEND:

73 Street Address
TT-11 Lot Number

DUANE J. RABIDEAU, P.L.S. No. 49,755

DRAUP NAL EASEMENT TO BE GRANTED TO THE TOWN OF NEW SCOTLAND
LOTS TT-11 & TT-12
KENNINGTON WOODS PHASE 1

TOWN OF NEW SCOTLAND ALBANY COUNTY, NEW YORK
SCALE: 1" = 50' DATE: SEPTEMBER 28, 2012
TELEPHONE NO.: (518) 381-0634 MAP NO.: 05 - 06 - 1267V

Gilbert VanGuilder
Land Surveyor, PLLC
Professional Land Surveyors
988 Route 146, Clifton Park, New York 12065
gvlandsurveyors.com
UTILITY EASEMENT
{Kensington Woods Dedication #2}

THIS INDENTURE made this 13th day of March 2019, between

GARRISON PROJECTS, LLC a New York Limited Liability Company, with its principal place of business at 395 Mariaville Road, Schenectady, NY 12306,

party of the first part, and the,

TOWN OF NEW SCOTLAND, a municipal corporation with its principle place of business at 2029 New Scotland Avenue, Slingerlands, New York 12159,

party of the second part.

WITNESSETH that the party of the first part, in consideration of one ($1.00) dollar to it in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, does hereby grant and release unto the party of the second part, its successors or assigns, a utility easement for the installation, construction and maintenance of municipal utilities including, stormwater facilities and equipment, and related appurtenances to the same in, on, over and through said easement bounded and described in Schedule "A", which is attached hereto and made a part hereof.

THE PARTY of the second part shall restore or cause to be restored the surface of the easement area described herein after any excavation or other disturbance of said surface at any time by the party of the second part, its agents, servants or employees to its condition prior to said excavation or disturbance, to the extent reasonably practicable.

No structures, fencing, pavement, landscaping, or other such improvements shall be placed within said easement without permission of the party of the second part.

BEING a portion of the premises conveyed to the party of the first part by deed dated December 30, 2010 and recorded in the Albany County Clerk's Office on January 13, 2011 in Book 2996 of Deeds at Page 918.

Subject to all existing and enforceable covenants, conditions, restrictions and easements of record, affecting the premises, including but not limited to the Development Agreement dated December 17, 2014, between the Parties hereto.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,
TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, its successors and assigns forever.

AND the party of the first part covenants as follows:
FIRST, That the party of the second part shall quietly enjoy the said premises;
SECOND, That the party of the first part will forever WARRANT the title to said premises;
THIRD, That, in Compliance with Sec. 13 of the Lien Law, the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF, the party of the first part has hereunto set its hand and seal.

Garrison Projects LLC

By: ________________________________

Steven Masullo

STATE OF NEW YORK
COUNTY OF ALBANY ) SS:

On the 24th day of March, 2019, in the year 2019, before me, the undersigned, personally appeared ________________________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

MARY ELIZABETH SLEVIN
Notary Public State of New York
Qualified in Albany County
No. 01SU-926576
SCHEDULE "A"
Lands To Be Conveyed To
The Town Of New Scotland
(Town Passive Space Area)
See Map Reference

Easement To Be Granted To
The Town Of New Scotland
(Drainage Area)

Lands To Be Conveyed To
The Town Of New Scotland
See Map Reference

LEGEND:

3  Street Address
TT-13  Lot Number

DUANE J. RABIDEAU, P.L.S. No. 49,755

EASEMENT TO BE GRANTED TO
THE TOWN OF NEW SCOTLAND
DRAINAGE AREA – 4.03± ACRES
KENNINGTON WOODS PHASE 1

TOWN OF NEW SCOTLAND  ALBANY COUNTY, NEW YORK
SCALE  1' – 100'  DATE: JANUARY 24, 2013
TELEPHONE NO.: (613) 233-0834  MAP NO.: 05 – 08 – 128YA

Gilbert VanGuilder
Land Surveyor, PLLC
Professional Land Surveyors
988 Route 146, Clifton Park, New York 12065
gvlglandsurveyors.com
All that certain easement situate in the Town of New Scotland, County of Albany, State of New York, lying along the northerly line of Fairfax Boulevard and westerly of Hilton Road, being designated as lands to be conveyed to the Town of New Scotland (Drainage Area), as shown on a map entitled, “Kensington Woods – Phase I” dated November 14, 2011, last revised August 9, 2016, prepared by Lansing Engineering and filed in the Albany County Clerk’s Office as Instrument No. 13369 and being further bounded and described as follows:

Beginning at the point of intersection of the common lot line of Lands to be conveyed to the Town of New Scotland (Drainage Area 4.03± acres) to the North and Lot TT-13 to the South, with the northwesterly line of Fairfax Boulevard, all as shown on said filed map, thence from said point of beginning along said common lot line the following two (2) courses: 1.) North 53° 55' 10" West, 171.48 feet to a point, thence 2.) South 25° 29' 40" West, 97.41 feet to the point of intersection of said common lot line with the northerly line of Lands to be conveyed to the Town of New Scotland, as shown on said filed map, thence along said northerly line North 65° 05' 50" West, 116.24 feet to the point of intersection of said northerly line with the easterly line of lands of Warner Family Trust as described in Book 2780 of Deeds at Page 1011, thence along said easterly line North 04° 52' 10" East, 343.86 feet to the point of intersection with the southerly line of lands to be conveyed to the Town of New Scotland (Town Passive Space Area), as shown on said filed map, thence along said southerly, southwesterly and northwesterly lines the following three (3) courses: 1.) South 84° 37' 10" East, 364.23 feet to a point, thence 2.) South 39° 51' 10" East, 380.20 feet to a point, thence 3.) South 66° 24' 00" West, 72.58 feet to the point of intersection with the common lot line of said lands to be conveyed to the Town of New Scotland, to the North and Lot TT-14, to the South, thence along said common lot line the following two (2) courses: 1.) North 74° 12' 30" West, 72.81 feet to a point, thence 2.) South 50° 16' 40" West, 116.25 feet to a point on the northerly line of said Fairfax Boulevard, thence along said line along a curve to the left, having a radius of 90.00 feet, an arc length of 136.25 feet and a chord of North 87° 42' 30" West, 123.61 feet to the point of beginning.
EASEMENT TO BE GRANTED TO
THE TOWN OF NEW SCOTLAND
DRAINAGE AREA - 1.54± ACRES
KENNINGTON WOODS - PHASE 1

TOWN OF NEW SCOTLAND
ALBANY COUNTY, NEW YORK

Scales: 1" = 100'

DATE: JANUARY 24, 2016

TELEPHONE NO.: (619) 380-0884
MAP NO.: 05 - 08 - 126XA

Gilbert VanGuilder
Land Surveyor, PLLC
Professional Land Surveyors
988 Route 146, Clifton Park, New York 12065
gvlansurveyors.com

UNAUTHORIZED ALTERATIONS OR ADDITIONS TO THIS
SURVEY MAP IS A VIOLATION OF SECTION 7229 OF
THE NEW YORK STATE EDUCATION LAW. ONLY COPIES
OF THIS SURVEY MAP Bearing THE LAND SURVEYOR'S
ORIGINAL SIGNATURE AND EMBOSSED SEAL SHALL BE
CONSIDERED VALID.

DUANE J. RABIDEAU, P.L.S. No. 49,755

Lands To Be Conveyed To
The Town Of New Scotland
(Bike Trail Park)
See Map Reference
SUGGESTED DESCRIPTION
EASEMENT TO BE GRANTED TO
THE TOWN OF NEW SCOTLAND
DRAINAGE AREA - 1.54± ACRES
KENSINGTON WOODS SUBDIVISION

All that certain easement situate in the Town of New Scotland, County of Albany, State of New York, lying along the southerly line of Fairfax Boulevard and westerly of Hilton Road, being designated as lands to be conveyed to The Town of New Scotland (Drainage Area), as shown on a map entitled, "Kensington Woods – Phase I" dated November 14, 2011, last revised August 9, 2016, prepared by Lansing Engineering and filed in the Albany County Clerk's Office as Instrument No. 13369 and being further bounded and described as follows:

Beginning at the point of intersection of the common lot line of Lands to be conveyed to The Town of New Scotland (Drainage Area 1.54± acres) to the East and Lands to be conveyed to The Town of New Scotland (Bike Trail Park) to the West, with the southerly line of Fairfax Boulevard, all as shown on said filed map, thence from said point of beginning along said southerly line the following two (2) courses: 1.) South 86° 34' 10" East, 226.95 feet to a point of curvature, thence 2.) along a curve to the right, having a radius of 25.00 feet, an arc length of 39.00 feet and a chord of South 41° 52' 50" East, 35.16 to a point in the westerly line of lands to be conveyed to The Town of New Scotland, as shown on said filed map, thence along said westerly line the following two (2) courses: 1.) South 02° 48' 40" West, 135.08 feet to a point, thence 2.) South 00° 46' 40" West, 134.25 feet to the point of intersection of said westerly line with the common lot line between said Lands to be conveyed to The Town of New Scotland (Drainage Area 1.54± acres) to the North and East and said Lands to be conveyed to The Town of New Scotland (Bike Trail Park) to the South and West, thence along said common lot line the following two (2) courses: 1.) North 74° 05' 30" West, 265.91 feet to a point, thence 2.) North 03° 25' 50" East, 236.45 feet to the point of beginning.

Duane J. Rabideau, P.L.S. No. 49,755
Gilbert VanGuilder
Land Surveyor, PLLC
988 Route 146, Clifton Park, NY 12065
383-0634
FAX 371-8437

Members:
Gilbert G. VanGuilder, PLS
Robert A. Wilklow, PLS

Associate:
Duane Rabideau, PLS

January 24, 2019

SUGGESTED DESCRIPTION
EASEMENT TO BE GRANTED TO
THE TOWN OF NEW SCOTLAND
9.28± ACRES
KENSINGTON WOODS SUBDIVISION

All that certain easement situate in the Town of New Scotland, County of Albany, State of New York, lying along the northeasterly line of Hazelwood Boulevard and the northerly line of Fairleigh Court, being designated as lands to be conveyed to The Town of New Scotland (9.28± Acres), as shown on a map entitled, “Kensington Woods – Phase 1” dated November 14, 2011, last revised August 9, 2016, prepared by Lansing Engineering and filed in the Albany County Clerk’s Office as Instrument No. 13369 and being further bounded and described as follows:

Beginning at the point of intersection of the common lot line of Lands to be conveyed to The Town of New Scotland (9.28± acres), to the East and Lot BS-7, to the West, with the northwesterly line of Hazelwood Boulevard, all as shown on said filed map, thence from said point of beginning, along said common lot line North 05° 53’ 10” West, 133.92 feet to a point in the southerly line of lands of Coughtry as described in Book 947 of Deeds at Page 370, thence along said southerly line and the southerly line of lands of Donato as described in Book 880 of Deeds at Page 439, North 84° 07’ 00” East, 1,212.24 feet to a point, thence along the northwesterly, westerly and southwesterly line of said lands of Donato the following eight (8) courses: 1.) South 39° 01’ 40” West, 541.53 feet to a point, thence 2.) South 19° 58’ 00” West, 82.75 feet to a point, thence 3.) South 14° 56’ 20” West, 104.00 feet to a point, thence 4.) South 11° 31’ 30” West, 126.27 feet to a point, thence 5.) South 03° 57’ 20” West, 41.31 feet to a point, thence 6.) South 16° 47’ 50” East, 86.63 feet to a point, thence 7.) South 29° 41’ 40” East, 124.49 feet to a point, thence 8.) South 45° 27’ 10” East, 362.49 feet to a point in the northerly line of Fairleigh Court, thence along said northerly line South 83° 54’ 10” West, 51.73 feet to a point in the northeasterly line of Lot C-15, thence along said northeasterly line and the northeasterly, easterly and southerly lines of H.O.A. Open Space No.5 and lands to be conveyed to The Town of New Scotland (Drainage Area) the following seven (7) courses: 1.) North 45° 27’ 10” West, 204.92 feet to a point, thence 2.) North 41° 01’ 00” West, 129.31 feet to a point, thence 3.) North 29° 41’ 40” West, 132.03 feet to a point, thence 4.) North 16° 47’ 50” West, 90.02 feet to a point, thence 5.) North 10° 54’ 30” West, 178.48 feet to a point, thence 6.) North 16° 36’ 40” West, 92.73 feet to a point, thence 7.) South 75° 09’ 40” West, 299.99 feet to a point in the northeasterly line of H.O.A. Open Space No. 4, thence along said northeasterly and northerly line the following three (3) courses: 1.) North 22° 51’ 40” West, 247.20 feet to a point, thence 2.) North 47° 16’ 00” West, 149.55 feet to a point, thence 3.) South 81° 21’ 20” West, 65.91 feet to a point in the northeasterly line of Hazelwood Boulevard, thence along said line along
a curve to the left having a radius of 60.00 feet, an arc length of 209.02 feet and a chord of North 85° 55' 30" West, 118.25 feet to the point of beginning.

Duane J. Rabideau, P.L.S. No. 49,755
Gilbert VanGuilder  
Land Surveyor, PLLC  
988 Route 146, Clifton Park, NY 12065  
383-0634  
FAX 371-8437

Members:  
Gilbert G. VanGuilder, PLS  
Robert A. Wilklow, PLS  
Associate:  
Duane Rabideau, PLS  
January 24, 2019

SUGGESTED DESCRIPTION  
EASEMENT TO BE GRANTED TO  
THE TOWN OF NEW SCOTLAND  
DRAINAGE AREA – 3.73± ACRES  
KENSINGTON WOODS SUBDIVISION

All that certain easement situate in the Town of New Scotland, County of Albany, State of New York, lying along the southeasterly line of Hazelwood Boulevard, being designated as lands to be conveyed to The Town of New Scotland (Drainage Area 3.73± acres), as shown on a map entitled, “Kensington Woods – Phase 1” dated November 14, 2011, last revised August 9, 2016, prepared by Lansing Engineering and filed in the Albany County Clerk’s Office as Instrument No. 13369 and being further bounded and described as follows:

Beginning at the point of intersection of the common lot line of Lands to be conveyed to The Town of New Scotland (Drainage Area 3.73± acres) to the East and Lot BS-8, to the West, with the southeasterly line of Hazelwood Boulevard, all as shown on said filed map, thence from said point of beginning, along said southeasterly line of Hazelwood Boulevard the following two (2) courses: 1.) along a curve to the left, having a radius of 180.00 feet, an arc length of 10.54 feet and a chord of North 47° 14’ 40” East, 10.54 to a point, thence 2.) North 45° 34’ 00” East, 26.55 to a point in the southerly line of H.O.A. Open Space No. 4, thence along said southerly line and the southerly and westerly lines of lands to be conveyed to The Town of New Scotland, the following four (4) courses: 1.) South 24° 26’ 00” East, 317.04 to a point, thence 2.) North 75° 09’ 40” East, 524.60 to a point, thence 3.) South 16° 36’ 40” East, 92.73 to a point, thence 4.) South 10° 54’ 30” East, 109.55 to a point in the northerly line of H.O.A. Open Space No. 5, thence along said northerly, westerly and northwesterly line the following four (4) courses: 1.) North 79° 02’ 30” West, 140.37 feet to a point, thence 2.) South 73° 53’ 00” West, 66.19 feet to a point, thence 3.) South 09° 41’ 00” West, 134.19 feet to a point, thence 4.) South 53° 38’ 00” West, 357.14 feet to a point in the easterly line of Lot BS-11, thence along said easterly line and the northeasterly and easterly lines of Lots BS-10, BS-9 and BS-8 the following three (3) courses: 1.) North 03° 25’ 50” East, 195.03 feet to a point, thence 2.) North 38° 32’ 40” West, 217.88 feet to a point, thence 3.) North 14° 31’ 10” West, 305.35 feet to the point of beginning.

Duane J. Rabideau, P.L.S. No. 49,755
Gilbert VanGuilder
Land Surveyor, PLLC
988 Route 146, Clifton Park, NY 12065
383-0634
FAX 371-8437

Members:
Gilbert G. VanGuilder, PLS
Robert A. Wiltlow, PLS
Kevin H. Weed, PLS

Associate:
Duane Rabideau, PLS

September 26, 2018

SUGGESTED DESCRIPTION
DRAINAGE EASEMENT TO BE GRANTED TO
THE TOWN OF NEW SCOTLAND
THROUGH LOTS TT-3 & TT-4

All that certain drainage easement situate in the Town of New Scotland, County of Albany, State of New York, lying along the southwesterly line of Fairfax Boulevard, being designated as “Drainage Easement to be Granted to The Town of New Scotland”, as shown on a map entitled, “Kensington Woods – Phase 1” dated November 14, 2011, last revised August 9, 2016, prepared by Lansing Engineering and filed in the Albany County Clerk’s Office as Instrument No. 13369, being further bounded and described as follows:

Beginning at the point of intersection of the common lot line between Lot TT-3 to the northeast and Lot TT-4 to the southwest, with the southwesterly line of Fairfax Boulevard, thence from said point of beginning along said southwesterly line the following two (2) courses: 1.) South 56° 02’ 50” East, 10.63 feet to a point, thence 2.) along a curve to the right having a radius of 260.00 feet, an arc length of 4.37 feet and a chord of South 55° 34’ 00” East, 4.37 feet to a point, thence through said Lot TT-3 and Lot TT-4 the following three (3) courses: 1.) South 33° 57’ 10” West, 128.79 feet to a point, thence 2.) North 56° 02’ 50” West, 30.00 feet to a point, thence 3.) North 33° 57’ 10” East, 128.83 feet to a point in the southwesterly line of Fairfax Boulevard, thence along said southwesterly line South 56° 02’ 50” East, 15.00 feet to the point of beginning.

Todd Westerveld, P.L.S.
No. 50,319
FAIRFAX BOULEVARD

MAP REFERENCE:


LEGEND:
- 41: Street Address
- TT-3: Lot Number

DRAINAGE EASEMENT TO BE GRANTED TO THE TOWN OF NEW SCOTLAND
LOTS TT-3 & TT-4
KENNINGTON WOODS PHASE 1

DRAINED DRAINAGE EASEMENT TO BE GRANTED TO THE TOWN OF NEW SCOTLAND

TUON OF NEW SCOTLAND
ALBANY COUNTY, NEW YORK

SCALE: 1" = 50'

DATE: SEPTEMBER 12, 2016

TELEPHONE NO.: (518) 383-0624

GILBERT VANGLUEDE, PLLC
Professional Land Surveyors
988 Route 14b, Clifton Park, New York 12065
gvglandsurveyora.com

DUANE J. RABIDEAU, P.L.S. No. 40,765
Gilbert VanGuilder
Land Surveyor, PLLC
988 Route 146, Clifton Park, NY 12065
383-0634
FAX 371-8437

Members:
Gilbert G. VanGuilder, PLS
Robert A. Wilkow, PLS
Kevin H. Weed, PLS

Associate:
Duane Rabideau, PLS

September 26, 2018

SUGGESTED DESCRIPTION
DRAINAGE EASEMENT TO BE GRANTED TO
THE TOWN OF NEW SCOTLAND
THROUGH LOTS TT-5 & TT-6

All that certain drainage easement situate in the Town of New Scotland, County of Albany, State of New York, lying along the southwesterly line of Fairfax Boulevard, being designated as "Drainage Easement to be Granted to The Town of New Scotland", as shown on a map entitled, "Kensington Woods - Phase 1" dated November 14, 2011, last revised August 9, 2016, prepared by Lansing Engineering and filed in the Albany County Clerk's Office as Instrument No. 13369, being further bounded and described as follows:

Beginning at the point of intersection of the common lot line between Lot TT-5 to the northeast and Lot TT-6 to the southwest, with the southwesterly line of Fairfax Boulevard, thence from said point of beginning along said southwesterly line South 56° 02' 50" East, 14.97 feet to a point, thence through said Lot TT-5 and Lot TT-6 the following three (3) courses: 1.) South 33° 56' 10" West, 128.82 feet to a point, thence 2.) North 56° 03' 50" West, 30.00 feet to a point, thence 3.) North 33° 56' 10" East, 128.83 feet to a point in the southwesterly line of Fairfax Boulevard, thence along said southwesterly line South 56° 02' 50" East, 15.03 feet to the point of beginning.

Todd Westerveld, P.L.S.
No. 50,319
Gilbert VanGuilder
Land Surveyor, PLLC
988 Route 146, Clifton Park, NY 12065
383-0634
FAX 371-8437

Members:
Gilbert G. VanGuilder, PLS
Robert A. Willkow, PLS
Kevin H. Weed, PLS

Associate:
Duane Rabideau, PLS

September 26, 2018

SUGGESTED DESCRIPTION
DRAINAGE EASEMENT TO BE GRANTED TO
THE TOWN OF NEW SCOTLAND
THROUGH LOTS TT-7 & TT-8

All that certain drainage easement situate in the Town of New Scotland, County of Albany, State of New York, lying along the southwesterly line of Fairfax Boulevard, being designated as "Drainage Easement to be Granted to The Town of New Scotland", as shown on a map entitled, "Kensington Woods – Phase 1" dated November 14, 2011, last revised August 9, 2016, prepared by Lansing Engineering and filed in the Albany County Clerk’s Office as Instrument No. 13369, being further bounded and described as follows:

Beginning at the point of intersection of the common lot line between Lot TT-7 to the northeast and Lot TT-8 to the southwest, with the southwesterly line of Fairfax Boulevard, thence from said point of beginning along said southwesterly line South 56° 02' 50" East, 14.99 feet to a point, thence through said Lot TT-7 and Lot TT-8 the following three (3) courses: 1.) South 33° 56' 50" West, 131.98 feet to a point, thence 2.) North 56° 03' 10" West, 30.00 feet to a point, thence 3.) North 33° 56' 50" East, 131.98 feet to a point in the southwesterly line of Fairfax Boulevard, thence along said southwesterly line South 56° 02' 50" East, 15.01 feet to the point of beginning.

Todd Westerveld, P.L.S.
No. 50,319
FAIRFAX BOULEVARD

S56° 02' 50"E
30.00' POS

TT-7

M.05.95.33
N56° 03' 10"W
30.00'

DRAINAGE EASEMENT TO BE GRANTED TO THE TOWN OF NEW SCOTLAND
LOTS TT-7 & TT-6
KENSINGTON WOODS PHASE 1

DUANE J. RABIDEAU, P.L.S. No. 49,766

LEGEND:

61 59

57 55

67

TT-7

Lot Number

Street Address

UNAUTHORIZED ALTERATIONS OR ADDITIONS TO THIS SURVEY MAP IS A VIOLATION OF SECTION 305 OF THE NEW YORK STATE EDUCATION LAW. ONLY COPIES OF THIS SURVEY MAP Bearing THE LAND SURVEYOR'S ORIGINAL SIGNATURE AND ENGRAVED SEAL SHALL BE CONSIDERED VALID.

TOWN OF NEW SCOTLAND
ALEXANDRIA COUNTY, NEW YORK

SCALE: 1" = 50'

DATE: SEPTEMBER 19, 2013

TELEPHONE NO.: (518) 963-0604

MAP NO.: 05 - 06 - 128BT

Gilbert VanGuilder
Land Surveyor, PLLC
Professional Land Surveyors
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gvlandsurveyors.com
Gilbert VanGuilder
Land Surveyor, PLLC
988 Route 146, Clifton Park, NY 12065
383-0634
FAX 371-8437

Members:
Gilbert G. VanGuilder, PLS
Robert A. Wilklow, PLS
Kevin H. Weed, PLS

Associate:
Duane Rabideau, PLS

September 26, 2018

SUGGESTED DESCRIPTION
DRAINAGE EASEMENT TO BE GRANTED TO
THE TOWN OF NEW SCOTLAND
THROUGH LOTS TT-9 & TT-10

All that certain drainage easement situate in the Town of New Scotland, County of Albany, State of New York, lying along the southerly line of Fairfax Boulevard, being designated as “Drainage Easement to be Granted to The Town of New Scotland”, as shown on a map entitled, “Kensington Woods – Phase 1” dated November 14, 2011, last revised August 9, 2016, prepared by Lansing Engineering and filed in the Albany County Clerk’s Office as Instrument No. 13369, being further bounded and described as follows:

Beginning at the point of intersection of the common lot line between Lot TT-9 to the northeast and Lot TT-10 to the southwest, with the southerly line of Fairfax Boulevard, thence from said point of beginning along said southerly line along a curve to the right having a radius of 970.00 feet, an arc length of 15.02 feet and a chord of South 59° 38' 20" East, 15.02 feet to a point, thence through said Lot TT-9 and Lot TT-10 the following three (3) courses: 1.) South 27° 14’ 10” West, 151.93 feet to a point, thence 2.) North 62° 45’ 50” West, 30.00 feet to a point, thence 3.) North 27° 14’ 10” East, 153.34 feet to a point in the southerly line of Fairfax Boulevard, thence along said southerly line along a curve to the right having a radius of 970.00 feet, an arc length of 15.01 feet and a chord of South 60° 31’ 40” East, 15.01 feet to the point of beginning.

Todd Westerveld, P.L.S.
No. 50,319
FAIRFAX BOULEVARD

R = 970.00'
L = 30.03'
C1 = 30.03'
S60° 05' 00" E

DRAINAGE EASEMENT TO BE GRANTED TO THE TOWN OF NEW SCOTLAND LOTS TT-9 & TT-10 KENSINGTON WOODS PHASE 1

GILBERT VANGLUIDER
Land Surveyor, PLLC
Professional Land Surveyors
986 Route 146, Clifton Park, New York 12065
gvlandsurveyors.com

LEGEND:

69 67

65

63

TT-9

MAP REFERENCE:

DUANE J. RABIDEAU, P.L.S. No. 49,755

TOWN OF NEW SCOTLAND
ALBANY COUNTY, NEW YORK

SCALE: 1" = 50'
DATE: SEPTEMBER 23, 2013

TELEPHONE NO.: (518) 363-0634 MAP NO.: 05-28-12ABU
Gilbert VanGuider
Land Surveyor, PLLC
988 Route 146, Clifton Park, NY 12065
383-6634
FAX 371-8437

Members:
Gilbert G. VanGuider, PLS
Robert A. Wilklow, PLS
Kevin H. Weed, PLS

Associate:
Duane Rabideau, PLS

September 26, 2018

SUGGESTED DESCRIPTION
DRAINAGE EASEMENT TO BE GRANTED TO
THE TOWN OF NEW SCOTLAND
THROUGH LOTS TT-11 & TT-12

All that certain drainage easement situate in the Town of New Scotland, County of Albany, State of New York, lying along the southerly line of Fairfax Boulevard, being designated as “Drainage Easement to be Granted to The Town of New Scotland”, as shown on a map entitled, “Kensington Woods – Phase 1” dated November 14, 2011, last revised August 9, 2016, prepared by Lansing Engineering and filed in the Albany County Clerk’s Office as Instrument No. 13369, being further bounded and described as follows:

Beginning at the point of intersection of the common lot line between Lot TT-11 to the East and Lot TT-12 to the West, with the southerly line of Fairfax Boulevard, thence from said point of beginning along said southerly line, South 69° 35’ 30” East, 15.00 feet to a point, thence through said Lot TT-11 and Lot TT-12 the following three (3) courses: 1.) South 20° 24’ 30” West, 130.56 feet to a point, thence 2.) North 69° 35’ 30” West, 30.00 feet to a point, thence 3.) North 20° 24’ 30” East, 130.56 feet to a point in the southerly line of Fairfax Boulevard, thence along said southerly line South 69° 35’ 30” East, 15.00 feet to the point of beginning.

Todd Westerveld, P.L.S.
No. 50,319
MAP REFERENCE
MAP ENTITLED, "KENSINGTON WOODS-PHASE 1", DATED NOVEMBER 14, 2011, LAST REVISED AUGUST 2, 2018, PREPARED BY LAWNDR ENGINEERING AND FILED IN THE ALBANY COUNTY CLERK'S OFFICE AS INSTRUMENT NO. 19368.

FAIRFAX BOULEVARD

569' 35' 30" E
30.00' P20
520', 24', 10" W
N20', 24', 10" W
DEEDED EASEMENT TO BE GRANTED TO THE TOWN OF NEW SCOTLAND
130.50'
130.50'
N69', 35', 30" W
30.00'

DUANE J. RABIDEAU, P.L.S. No. 49,755

DRAINAGE EASEMENT TO BE GRANTED TO THE TOWN OF NEW SCOTLAND
LOTS TT-11 & TT-12
KENSINGTON WOODS PHASE 1

TOWN OF NEW SCOTLAND         ALBANY COUNTY, NEW YORK

SCALE: 1" = 50'                  DATE: SEPTEMBER 29, 2018

TELEPHONE NO.: (518) 383-0034      MAP NO.: 35 - 28 - 1298V

Gilbert VanGuilder
Land Surveyor, PLLC
Professional Land Surveyors
988 Route 148, Clifton Park, New York 12065
gvglandsurveyors.com
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 in 2029 New Scotland Road, Slingerlands, New York 12159 on March 13, 2019 at 7:00 o'clock p.m.

WHEREAS, Garrison Projects, LLC (“Garrison” or “Developer”), the developer of Kensington Woods, has requested that the Town Board of the Town of New Scotland accept dedication of the following roads along with utilities and related infrastructure and improvements in the Kensington Woods Subdivision:

<table>
<thead>
<tr>
<th>Street Name – (Sq Ft reference)</th>
<th>Stationing</th>
</tr>
</thead>
<tbody>
<tr>
<td>West Portion of Fairfax Boulevard (Approximately 3.15 Acres.)</td>
<td></td>
</tr>
</tbody>
</table>

Said stationing being defined on the Approved Subdivision Final Plat recorded with the Albany County Clerk's Office as Instrument No. 13369.

WHEREAS, Garrison Projects, LLC (“Garrison” or “Developer”), the developer of Kensington Woods, has requested that the Town Board of the Town of New Scotland accept dedication of the following lands and related infrastructure and improvements in the Kensington Woods Subdivision:

<table>
<thead>
<tr>
<th>Description</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>10,212 Sq. Ft between C-11 and TT-1</td>
<td>South edge of Fairfax Boulevard</td>
</tr>
</tbody>
</table>

Said parcels and lands being defined on the Approved Subdivision Final Plat recorded with the Albany County Clerk's Office as Instrument No. 13369.

WHEREAS, said resolution will accept dedication from the Developer, Garrison, the following utility easements: said Easement Identifications being defined on the Approved Subdivision Final Plat recorded with the Albany County Clerk's Office as Instrument No. 13369.

<table>
<thead>
<tr>
<th>Description</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Easement thru Lots TT-3 &amp; TT-4</td>
<td>Southwestern line of Fairfax Blvd.</td>
</tr>
<tr>
<td>Easement thru Lots TT-5 &amp; TT-6</td>
<td>Southwestern line of Fairfax Blvd</td>
</tr>
<tr>
<td>Easement thru Lots TT-7 &amp; TT-8</td>
<td>Southwestern line of Fairfax Blvd.</td>
</tr>
</tbody>
</table>
WHEREAS, these streets, lands, easements, water and stormwater infrastructure and improvements, appurtenances and utilities have been examined by the Town Designated Engineer, Stantec Consulting, Inc., and Ken Guyer, Highway Superintendent, and all other applicable State and County Agencies, and

WHEREAS, the Town Board received a letter from Stantec Consulting Services Inc., the Town Designated Engineer, dated as of March 7, 2019 outlining certain conditions and contingencies required for acceptance of said streets, lands easements, facilities and utilities which letter is incorporated herein by reference;

WHEREAS, contemporaneous with the approval of the dedication, the Town will enter into a Dedication Agreement with Garrison regarding the conditions and contingencies set forth in the Stantec Letter and other ongoing obligations of Garrison;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board accept dedication of the above mentioned roads, lands, water and stormwater infrastructure and improvements, appurtenances and utilities, as shown and designated on the subdivision map of Kensington Woods, subject to conditions and terms of the Development Agreement dated June 14, 2017, the Dedication Agreement dated as of March 13, 2017 and the terms of the Stantec Letter.

IT IS FURTHER RESOLVED, that the Agreement regarding dedication; Deed of Dedication and Offer of Cession, the Utility Easement; and the Addendum #1 to the License Agreement accompanying the Developer’s dedication package is hereby approved, and the Supervisor is authorized to sign the documents (and all documents needed to facilitate the recording of the Deed and easements) on behalf of the Town.

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.
TOWN OF NEW SCOTLAND

OFFICE USE ONLY
Date Request Received____ Date Permit Issued____
Confirmed or Rejected____

TOWN OF NEW SCOTLAND FIELD USE PERMIT

Today's Date: Feb 28, 2019

Name of League) Individual: Capital District Sr. Mens Baseball

Name of Person Responsible: John Reel

Address: 10 Box 959 Phone (H): 518-768-4606
Clarksville, NY 12041 (W): 518-810-5781

Field Requested (Check one):
Swift Road: Adult Baseball X Youth Baseball
Youth Soccer Youth Lacrosse Basketball

Feura Bush: Adult Softball Youth Softball Youth Soccer Youth Lacrosse

Date Field Requested: see attached calendar Day of Week:________

Time: _____________ To: _____________ Size of Group: 20-30 (c)
League Contact Person: John Reel/John Kalinski Daytime Phone: John K, #518-469-0148

*****TEAM SCHEDULE AND ROSTER MUST ACCOMPANY PERMIT APPLICATION*****

The person listed below is legally responsible for any and all action of the field/pavilion users while they are at the Town of New Scotland park facility. This person will be held financially responsible for any and all damages to park property caused by a member of his/her group. The person is responsible for his/her group’s adherence to all permit guidelines and the Rules and Regulations for Use of Town Parks.

The person responsible hereby acknowledges that he/she has read, understands and agrees to comply with the policies outlined on the back of this form and the enclosed Rules and Regulations for Use of Town Parks. The person responsible further verifies that he/she is 21 years of age or older.

The Person responsible hereby requests reservation of the Town of New Scotland field / pavilion above, for the date(s), times, and purposes shown. He/she, on behalf of organization, further agrees to hold harmless and completely indemnify the Town of New Scotland, its officer, agents, and employees from and against all liability.

Signature of Person Responsible

This permit must accompany person responsible for the event.

Signature of Person Responsible

Date

2/28/2019
OFFICE USE ONLY
Date Request Received ________ Date Permit Issued ________
Confirmed or Rejected ________

TOWN OF NEW SCOTLAND
FIELD USE PERMIT

Today's Date: 1-25-2014

Name of League / Individual: Voorheesville Baseball Club

Name of Person Responsible: Gary Kendall President

Address: 208 Orchard Hill Rd Phone (H): 518 479-2333 (W): 518 337-6186
Slingerlands NY 12159

Field Requested (Check one):
Swift Road: Adult Baseball ______ Youth Baseball X
Youth Soccer ______ Youth Lacrosse ______ Basketball ______

Feura Bush: Adult Softball ______ Youth Softball ______ Youth Soccer ______ Youth Lacrosse ______

Date Field Requested: April 1 - July 31 2014 Day of Week: M, T, W, Th, F 5/29

Time: 5:30 PM M-Th / 9:30 SAT To: 8:30 PM M-T / 2 PM SAT
Size of Group: 20-30

League Contact Person: Gary Kendall Daytime Phone: 518-6186

****TEAM SCHEDULE AND ROSTER MUST ACCOMPANY PERMIT APPLICATION****

The person listed below is legally responsible for any and all action of the field/pavilion users while they are at the Town of New Scotland park facility. This person will be held financially responsible for any and all damages to park property caused by a member of his/her group. The person is responsible for his/her group’s adherence to all permit guidelines and the Rules and Regulations for Use of Town Parks.

The person responsible hereby acknowledges that he/she has read, understands and agrees to comply with the policies outlined on the back of this form and the enclosed Rules and Regulations for Use of Town Parks. The person responsible further verifies that he/she is 21 years of age or older.

The Person responsible hereby requests reservation of the Town of New Scotland field / pavilion above, for the date(s), times, and purposes shown. He/she, on behalf of organization, further agrees to hold harmless and completely indemnify the Town of New Scotland, its officer, agents, and employees from and against all liability.

Signature of Person Responsible

Date 1-25-2014

This permit must accompany person responsible for the event.
TOWN OF NEW SCOTLAND

OFFICE USE ONLY
Date Request Received __________ Date Permit Issued __________ Confirmed or Rejected __________

TOWN OF NEW SCOTLAND
FIELD USE PERMIT

Today’s Date: 2/17/2019

Name of League / Individual: New Scotland Kiwanis

Name of Person Responsible: Kevin Hotalling

Address: 221 School Hill Rd  Phone (H): 518-312-3679
Stuyvesant, NY 12169  (W): ____________________________

Field Requested (Check one):
Swift Road: Adult Baseball  Youth Baseball
Youth Soccer  Youth Lacrosse  Basketball

Furut Bush: Adult Softball  Youth Softball  Youth Soccer  Youth Lacrosse

Date Field Requested: see attached  Day of Week: Wednesday-Saturday

Time: see attached  To: see attached  Size of Group: 25

League Contact Person: Kevin Hotalling  Daytime Phone: 518-312-3679

****TEAM SCHEDULE AND ROSTER MUST ACCOMPANY PERMIT APPLICATION****

The person listed below is legally responsible for any and all access of the field/pavilion users while they are at the Town of New Scotland park facility. This person will be held financially responsible for any and all damages to park property caused by a member of his/her group. The person is responsible for his/her group’s adherence to all permit guidelines and the Rules and Regulations for Use of Town Parks.

The person responsible hereby acknowledges that he/she has read, understands, and agrees to comply with the policies outlined on the back of this form and the enclosed Rules and Regulations for Use of Town Parks. This person responsible further verifies that he/she is 21 years of age or older.

The Person responsible hereby requests reservation of the Town of New Scotland field/pavilion above, for the date(s), times, and purposes shown. He/she, on behalf of organization, further agrees to hold harmless and completely indemnify the Town of New Scotland, its officers, agents, and employees from and against all liability.

[Signature of Person Responsible]  2/17/2019

This permit must accompany person responsible for the event.
TOWN OF NEW SCOTLAND

OFFICE USE ONLY
Date Request Received     Date Permit Issued
Confirmed or Rejected

TOWN OF NEW SCOTLAND
FIELD USE PERMIT

Today's Date: 1/5/19

Name of League / Individual: N.Y.S. Coed Soccer League

Name of Person Responsible: Ron Filipps

Address: 43 Glad Dr. Phone (H): 518-522-5300
Niskayuna, NY 12309 (W):

Field Requested (Check one):
Swift Road: Adult Baseball ______ Youth Baseball ______
Youth Soccer ______ Youth Lacrosse ______ Basketball ______

Feura Bush: Adult Softball ______ Youth Softball ______ Youth Soccer ______ Youth Lacrosse ______

Date Field Requested: 5/11/19 - 5/13/19 Day of Week: Tuesdays, Weds, Fri

Time: 5:00 pm To: Dusk Size of Group: 25

League Contact Person: Ron Daytime Phone: 518-522-5300

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_________________________     ______________________
Signature of Person Responsible       Date

This permit must accompany person responsible for the event.
TOWN OF NEW SCOTLAND

OFFICE USE ONLY
Date Request Received  2/15/19
Date Permit Issued
Confirmed or Rejected

TOWN OF NEW SCOTLAND
FIELD USE PERMIT

Today's Date:  2/15/19

Name of League/Individual:  Lynn's Softball/Benson's Empire State Sports/Pete Benson

Name of Person Responsible:  Pete Benson

Address:  306 S. Allen St. Albany, NY 12208
Phone (H):  518-269-1293
(W):  518-269-1293

Field Requested (Check one):
Swift Road:  Adult Baseball  X  Adult Softball  
Youth Soccer  Youth Lacrosse  Basketball

Feura Bush:  Adult Softball  X  Youth Softball  Youth Soccer  Youth Lacrosse

Date Field Requested:  *See Attached Sheet  Day of Week:  M, T, & Th

Time:  6:00pm  To:  Sundown  Size of Group:  20-25 ppl

League Contact Person:  Pete Benson  Daytime Phone:  518-269-1293

*****TEAM SCHEDULE AND ROSTER MUST ACCOMPANY PERMIT APPLICATION*****

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Signature of Person Responsible

Date  2/15/19

This permit must accompany person responsible for the event.
Town of New Scotland

Office Use Only
Date Request Received___ Date Permit Issued___
Confirmed or Rejected___

Town of New Scotland
Field Use Permit

Today's Date: 2/19/19

Name of League/Individual: Capital District Over 50 Softball League
Name of Person Responsible: Michael J. Connelly

Address: 3266 Marilyn Street
Schenectady, NY 12303

Phone (H): (518) 356-3745
(W): (518) 391-9705

Field Requested (Check One):
*Adult Baseball
Youth Baseball
Adult Softball
Youth Soccer
Youth Lacrosse
Basketball

Feura Bush: Adult Softball
Youth Softball
Youth Soccer
Youth Lacrosse

Date Field Requested: Saturday/Sunday
Day of Week: See attached schedule
Time: Sunday 9-1
To: ________________
Size of Group: 40-50

League Contact Person: Michael J. Connelly, Treasurer

Daytime Phone: (518) 391-9705

*****Team Schedule and Roster Must Accompany Permit Application*****

Teams will be formed on April 6 — copy of teams submitted 4/6/19
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Signature of Person Responsible: __________________________
Date: 2/19/19

This permit must accompany person responsible for the event.

See attached schedule of playing dates. We are requesting only Saturday and Sunday dates. We will accept whatever dates are available.
TOWN OF NEW SCOTLAND

OFFICE USE ONLY
Date Request Received _____ Date Permit Issued _____
Confirmed or Rejected

TOWN OF NEW SCOTLAND
FIELD USE PERMIT

Today’s Date: 1/3/18

Name of League / Individual: NEW SCOTLAND SOCCER CLUB

Name of Person Responsible: RICH BOGDANY

Address: P.O. Box 44 Phone (H): 518-857-5803
VÖLKLLEVESVILLE, NY 12186 (W): __________

Field Requested (Check one):
Swift Road: Adult Baseball ___ Youth Baseball ___
Youth Soccer ___ Youth Lacrosse ___ Basketball ___

Faura Bush: Adult Softball ___ Youth Softball ___ Youth Soccer ___ Youth Lacrosse ___

Date Field Requested: 4/1/19 - 6/30/19 Day of Week: TBD

Time: TBD To: Size of Group: __________

League Contact Person: RICH BOGDANY Daytime Phone: 518-857-5803

*****TEAM SCHEDULE AND ROSTER MUST ACCOMPANY PERMIT APPLICATION*****

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[Signature]
Signature of Person Responsible

[Date]
1/3/18

This permit must accompany person responsible for the event.
TOWN OF NEW SCOTLAND

OFFICE USE ONLY
Date Request Received __________ Date Permit Issued __________
Confirmed or Rejected __________

TOWN OF NEW SCOTLAND
FIELD USE PERMIT

Today's Date: 1/26/19

Name of League / Individual: Voorheesville Youth Lacrosse

Name of Person Responsible: Wil Tomlin

Address: 2 Birch Lane
Voorheesville

Phone (H): 518 765 2665
(W): 518 474 6016

Field Requested (Check one):
Swift Road: Adult Baseball ___ Youth Baseball ___
Youth Soccer ___ Youth Lacrosse ___ Basketball ___

Feura Bush: Adult Softball ___ Youth Softball ___ Youth Soccer ___
Youth Lacrosse ___

Date Field Requested: 4/3/19 - 6/23/19
Day of Week: Wed. and Saturday

Time: Sat 8am to 12pm

Size of Group: 20

League Contact Person: Wil Tomlin
Daytime Phone: 518 669-8897

*****TEAM SCHEDULE AND ROSTER MUST ACCOMPANY PERMIT APPLICATION*****

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Wil Tomlin
Signature of Person Responsible __________

Date: 1/26/19

This permit must accompany person responsible for the event.
Certification and Agreement of Government/Government-Related Entity

Entity Name: Town of New Scotland FBO Onesquethaw Volunteer Fire Co

This certification and agreement (Agreement) of the entity identified above (Client), based on the authorized action of its governing body, amends and supplements the provisions contained in the Client Relationship Agreement and any Investment Advisory Agreement or Consulting Services Agreement executed between Client and UBS Financial Services Inc. or UBS Financial Services Inc. of Puerto Rico as applicable (UBS) (all documents including the Agreement collectively referred to as the "UBS Agreements"). Defined terms used in this Agreement have the same meaning as in the other UBS Agreements unless otherwise defined in this Agreement.

Please review this Agreement, include the appropriate signature(s) where indicated on page 2 and return it to your Financial Advisor.

In connection with UBS's agreement to provide services to the Client according to the UBS Agreements, and after review of all federal, state and local laws and regulations applicable to the Client and its investments, and consultation with its counsel, the Client hereby represents to UBS and agrees to the following with respect to all of its UBS accounts and relationships:

Custody (Applicable only if UBS holds or will hold Client assets)
UBS is eligible to accept, deposit and custody the Client's securities and related assets, and there are no further steps that UBS must take to assure this eligibility.

Investment policy and compliance with applicable laws
The Client represents that, in the event it has provided a written investment policy statement (Investment Policy) to UBS, it reflects investments that are permissible according to applicable federal, state and local laws and regulations, and it has been approved by the Client's governing body. The Client also represents, warrants and agrees that, unless otherwise agreed to in a written agreement under UBS Institutional Consulting or UBS DC Advisory (Consulting Services Agreement) or other document signed by UBS:

- The Client is the sole party responsible for directing its investments;
- The Client is the sole party responsible for monitoring Client's account(s) with UBS to conform with the Client's Investment Policy;
- The Client is the sole party responsible for ensuring that Client's account(s) with UBS and any authorized trade for the Client's account(s) with UBS complies with the Client's Investment Policy;
- UBS shall have no obligation to monitor the Client's account(s) with UBS to monitor any trade or trades for the Client's account with UBS, for conformance with the Client's Investment Policy or to inform the Client if UBS believes a trade or position in the Client's account does not, or may not, conform with the Client's Investment Policy; and
- The Client has reasonable procedures and controls in place to prevent the Client from directing investments outside the scope of the Client's Investment Policy or applicable law, and to monitor the Client's account with UBS for ongoing conformance with the Client's Investment Policy.

The Client acknowledges that, by accepting an Investment Policy from the Client (if applicable), UBS does not take on any additional duties or obligations over and above those set forth in the UBS Agreements.

UBS relationship and the Municipal Advisor Rule
The Client understands and agrees that UBS will not act as an investment advisor or a fiduciary either to the Client or for the Client's account(s) with UBS, except and to the extent agreed in a UBS investment advisory contract.

The Client also understands and agrees that UBS will not act as a municipal advisor as defined under Section 15B of the Securities Exchange Act of 1934, Rule 15Ba1 et seq. (the "Municipal Advisor Rule") to the Client and will not provide advice on investment strategies, including investing municipal bond proceeds, or advice with respect to municipal financial products, including municipal derivatives and guaranteed investment contracts. To ensure the firm does not inadvertently become a municipal advisor to you, please make one of the two representations by checking the relevant box.
I certify:

(a) I am an official representative of the Client listed below, and am authorized to sign this certification;

(b) I have access to the appropriate information or have direct knowledge of the source of the funds in the account(s) or arrangement that the Client has with UBS that enable me to make these representations and for the purposes of the Municipal Advisor Rule relating to the registration of municipal advisors;

None of the funds currently invested in or through the account(s) or arrangement that Client has with UBS, or that the Client seeks to invest in these accounts, constitute (i) proceeds of municipal securities or (ii) municipal escrow investments. I further certify that the Client will not invest any funds in or through the Firm that constitute proceeds of municipal securities or municipal escrow investments without first notifying the Firm in writing;

☐ Have bond proceeds or escrow investments and represented by Municipal Advisor
☐ Have bond proceeds or escrow investments and NOT represented by Municipal Advisor

This Agreement shall continue to be effective until written notice of amendment or revocation is received by UBS.

This Agreement shall continue to benefit the Client’s successors and assigns, by merger, consolidation or otherwise.

Liability
The Client understands that UBS, its affiliates, and their respective directors, officer, agents and employees will rely on the accuracy of the representations made in this Certification and Agreement and will not be responsible to the Client for any losses or other damages that may arise out of any false or inaccurate representations.

Authorized persons
The individuals signing below represent and certify that the Client’s governing body has:

- Approved this Agreement;
- Authorized the individuals signing below to execute and deliver this Agreement for and on behalf of the Client; and
- Authorized and directed each individual signing below to act on the Client’s behalf in connection with opening the Client’s account(s) with UBS, obtaining services from UBS, and in directing investments for the Client’s account(s) with UBS.

Conflicts
In the event of any conflict between the terms of this Agreement and the terms of a Consulting Services Agreement, the terms of the Consulting Agreement will control. In the event of any conflict between the terms of this Agreement and any other UBS agreement, this Agreement will control.
Certification and Agreement of Government/ Government-Related Entity

Entity Name: Town of New Scotland FBO New Salem Fire Department

This certification and agreement (Agreement) of the entity identified above (Client), based on the authorized action of its governing body, amends and supplements the provisions contained in the Client Relationship Agreement and any Investment Advisory Agreement or Consulting Services Agreement executed between Client and UBS Financial Services Inc. or UBS Financial Services Inc. of Puerto Rico as applicable (UBS) (all documents including the Agreement collectively referred to as the "UBS Agreements"). Defined terms used in this Agreement have the same meaning as in the other UBS Agreements unless otherwise defined in this Agreement.

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 Investment policy and compliance with applicable laws
 The Client represents that, in the event it has provided a written investment policy statement (Investment Policy) to UBS, it reflects investments that are permissible according to applicable federal, state and local laws and regulations, and it has been approved by the Client's governing body. The Client also represents, warrants and agrees that, unless otherwise agreed to in a written agreement under UBS Institutional Consulting or UBS DC Advisory (Consulting Services Agreement) or other document signed by UBS:

- The Client is the sole party responsible for directing its investments;
- The Client is the sole party responsible for monitoring Client's account(s) with UBS to conform with the Client's Investment Policy;
- The Client is the sole party responsible for ensuring that Client's account(s) with UBS and any authorized trade for the Client's account(s) with UBS complies with the Client's Investment Policy;
- UBS shall have no obligation to monitor the Client's account(s) with UBS or to monitor any trade or trades for the Client's account with UBS, for conformance with the Client's Investment Policy or to inform the Client if UBS believes a trade or position in the Client's account does not, or may not, conform with the Client's Investment Policy; and
- The Client has reasonable procedures and controls in place to prevent the Client from directing investments outside the scope of the Client's Investment Policy or applicable law, and to monitor the Client's account with UBS for ongoing conformance with the Client's Investment Policy.

The Client acknowledges that, by accepting an Investment Policy from the Client (if applicable), UBS does not take on any additional duties or obligations over and above those set forth in the UBS Agreements.

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I certify:

(a) I am an official representative of the Client listed below, and am authorized to sign this certification;

(b) I have access to the appropriate information or have direct knowledge of the source of the funds in the account(s) or arrangement that the Client has with UBS that enable me to make these representations and for the purposes of the Municipal Advisor Rule relating to the registration of municipal advisors;

No bond proceeds or escrow investments
☐ None of the funds currently invested in or through the account(s) or arrangement that Client has with UBS, or that the Client seeks to invest in these accounts, constitute (i) proceeds of municipal securities or (ii) municipal escrow investments. I further certify that the Client will not invest any funds in or through the Firm that constitute proceeds of municipal securities or municipal escrow investments without first notifying the Firm in writing;

Have bond proceeds or escrow investments and represented by Municipal Advisor
☐ Some or all of the funds currently invested in or through the account(s) or arrangement that Client has with the Firm, or that the Client seeks to invest in these accounts, constitute (i) proceeds of municipal securities or (ii) municipal escrow investments, and we are represented or will be represented by an independent registered Municipal Advisor;

Have bond proceeds or escrow investments and NOT represented by Municipal Advisor
☐ Some or all of the funds currently invested in or through the account(s) or arrangement that Client has with the Firm, or that the Client seeks to invest in these accounts, constitute (i) proceeds of municipal securities or (ii) municipal escrow investments, and we are NOT represented and will NOT be represented by an independent registered Municipal Advisor;

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The individuals signing below represent and certify that the Client's governing body has:

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In the event of any conflict between the terms of this Agreement and the terms of a Consulting Services Agreement, the terms of the Consulting Agreement will control. In the event of any conflict between the terms of this Agreement and any other UBS agreement, this Agreement will control.

Signature  Print Name and Title

Signature  Print Name and Title

Signature  Print Name and Title

Signature  Print Name and Title

Signature  Print Name and Title
What is Community Choice Aggregation?
Community Choice Aggregation is a strategy that puts control of choosing energy supply in local hands. It is a municipal model for procuring energy that replaces the utility as the default supplier of electricity and/or natural gas for virtually all homes and businesses within a jurisdiction. By pooling demand, communities build the clout necessary to negotiate a fixed-rate, potentially lower pricing with private suppliers. Communities are also able to choose cleaner energy while developing distributed energy resources including local renewable energy projects and shared renewables such as community solar, energy efficiency, demand response, energy management, and microgrid projects. More than five million customers nationwide are served by Community Choice Aggregation programs in seven states: New York, California, Illinois, Massachusetts, Ohio, New Jersey, and Rhode Island.

Which communities can participate in Community Choice Aggregation in New York State?
All towns, cities, and villages are eligible to participate. If a community chooses to pursue Community Choice Aggregation, local government officials must hold a public hearing to discuss the opportunity, pass a local law authorizing the municipality’s participation, and communicate the details to their residents and small businesses.

Who does the legwork for aggregating the customers and finding the right energy service providers?
Community Choice Aggregation will often start with a local group, local nonprofit, or elected official(s) building interest within their communities. The next step is to select a Community Choice Aggregation Administrator to oversee and administer the aggregation program. The Administrator may be a municipality, local development corporation, nonprofit organization, private firm, or other third party.

What is the role of the Community Choice Aggregation Administrator?
The Administrator is the entity authorized to bid the total amount of electricity and/or natural gas being purchased by participating consumers. The Administrator is responsible for program organization, administration, procurement, and communications, unless otherwise specified. They also play a critical role in developing and implementing a strategy for incorporating distributed energy resources, including renewable energy and energy efficiency, into the

Community Choice Aggregation program. Each participating municipality may sign an agreement with the Administrator for that Community Choice Aggregation.

What types of customers may participate in Community Choice Aggregation?
All customers of electricity and natural gas utilities are able to participate. However, depending on the utility provider, some commercial and industrial customers will have to opt-in rather than being included on an opt-out basis. The service classes that are eligible to be included on an opt-out basis are listed by utility in Appendix C of the New York Public Service Commission (PSC) Order on Community Choice Aggregation.

Do any Community Choice Aggregation programs already exist in New York State?
Yes. As of May 2016, more than 110,000 households and small businesses receive their electricity supply through Westchester Power, a Community Choice Aggregation consisting of 20 municipalities in Westchester County. Fourteen of the 20 participating municipalities have set the 100 percent renewable energy supply option as their default option for residents and small businesses. The rates they are paying for this green option are lower than their default rates were prior to Community Choice Aggregation.

What about the local utility provider? Where do they fit in?
The existing utilities continue to deliver reliable power, maintain power lines, and respond to service outages. They are required by law to provide the same customer service to all residents regardless of whether or not they are in the Community Choice Aggregation program. Customers will still receive only one bill each month, directly from the utility, that will reflect the change in supplier.

What is the financial responsibility for participating municipalities?
Administration and operation costs incurred by the Community Choice Aggregation program may be covered through an administration fee paid by customers per kilowatt-hour (kWh) or therm. This fee is negotiated with the energy service provider that will be selected during the Community Choice Aggregation Administrator’s competitive procurement process. The utility may charge additional fees for customer-related data.
Is Community Choice Aggregation considered “green”?
Depending on local needs and priorities, communities may elect to provide a 100 percent renewable energy product as the default supply mix. This choice will significantly increase the environmental benefits of the Community Choice Aggregation program, but may cost somewhat more than a nonrenewable product. Other Community Choice Aggregation programs may provide customers with power supply mix options. For example, a Community Choice Aggregation program may offer a basic option, a green option, or something in between. In this case, individual customers are given full discretion over which option they choose. In either case, the Community Choice Aggregation Administrator may seek prices for a range of product types and then decide which option is best to meet local needs.

What are distributed energy resources and how can they be integrated into a Community Choice Aggregation program?
Distributed energy resources are local renewable energy projects including shared renewables such as community solar, energy efficiency, demand response, energy management, and microgrid projects. These and other innovative initiatives under Reforming the Energy Vision (REV) optimize system benefits, target and address load pockets/profiles within the Community Choice Aggregation zone, and reduce cost of service for participating customers. The Community Choice Aggregation Administrator may seek a proposal that demonstrates a compelling plan to market and develop financed distributed energy resources to a wide segment of Community Choice Aggregation customers. Energy service companies (ESCOs) may form partnerships to provide a turnkey capacity to design, finance, build, operate, and maintain distributed energy resources facilities within the term of a proposed supply agreement, and plan to transition meaningful levels of Community Choice Aggregation to distributed energy resources within that time period.

What is needed before implementing a Community Choice Aggregation program?
The PSC Order on Community Choice Aggregation sets forth the requirements, terms, and conditions under which Community Choice Aggregation programs can proceed through implementation. The Order requires that a Community Choice Aggregation Implementation Plan, Data Protection Plan, and Local Law authorizations be filed with and approved by the PSC. Once these documents have been filed, the PSC will determine whether they comply with the requirements and issue an approval. A template for a Community Choice Aggregation Implementation Plan is included in NYSERDA’s Community Choice Aggregation Toolkit.

Does my community need to pass a local law to enable Community Choice Aggregation?
Yes. Each municipality intending to implement a Community Choice Aggregation program must pass legislation to exercise its Municipal Home Rule Law authority after holding a public hearing. A template for a Local Law is included in NYSERDA’s Community Choice Aggregation Toolkit.

What is the purpose of a Community Choice Aggregation Implementation Plan?
The Implementation Plan helps municipal officials, Community Choice Aggregation teams, NYSERDA, and the PSC clearly understand the goals, milestones, and deliverables. It also defines the roles and responsibilities of project partners as well as the Community Choice Aggregation’s approach to public engagement, outreach, and education.

What is a Data Protection Plan?
The Data Protection Plan describes how the Community Choice Aggregation Administrator will ensure the same level of consumer protections, including low-income customers, as currently provided by utilities and ESCOs. Utilities are developing a model Data Security Agreement to be approved by the PSC that will form the basis for these requirements. The Data Security Agreement is the standard agreement that all Community Choice Aggregations will have to sign with the distribution utility. Community Choice Aggregations must also file a Data Protection Plan, which will explain what steps will be taken to implement the agreement and otherwise protect personal data.

How will account numbers and related information be kept confidential?
The agreement between the participating municipalities, Community Choice Aggregation Administrator, and ESCOs will contain data security provisions for all parties to protect the privacy of account level data.

How can communities join together to form a Community Choice Aggregation program?
Cities, towns, and villages may wish to join together to pool demand and build market clout. In Community Choice Aggregation programs where one local government serves as the Administrator, other participating local governments may wish to enter into an Inter-Municipal Agreement with the municipal Administrator to create a Community Choice Aggregation program. Where the Administrator is a third party such as a nonprofit organization, private company, or local development corporation, municipalities may enter into a Memorandum of Understanding, contract, or other agreement with the Administrator to commit to participate in the program subject to certain terms and conditions. Templates for Memorandum of Understandings and
Inter-Municipal Agreements are included in NYSERDA’s Community Choice Aggregation Toolkit. These documents are not required, but may be useful.

How can Community Choice Aggregation Administrators procure the energy supply bid?
Electricity and natural gas suppliers should be selected through a competitive procurement process, using an energy procurement request for proposals or bids. Each municipality participating in Community Choice Aggregation should designate a liaison who will review the draft request for proposals and provide input to the Community Choice Aggregation Administrator prior to publication.

How are Community Choice Aggregation programs funded?
The PSC authorized Community Choice Aggregation programs to collect a rate-based administration fee, which covers organization’s expenses for communications and outreach assistance, customer service, support to municipalities, and legal fees associated with managing the program.

Will the same ESCO be used for both electric and natural gas procurement?
Possibly. ESCOs may have the opportunity to submit bids for either or both, and the Community Choice Aggregation Administrator has the freedom to choose the same ESCO. However, the Administrator is not required to choose any ESCO if responses to request for proposals are not satisfactory.

How much will I save?
Even though Community Choice Aggregation programs are well positioned to achieve lower, fixed-rate electricity prices for participating consumers, savings are not guaranteed. That being said, the program may be designed so that it will not go forward unless the supplier’s price is less than last year’s utility price. However, there is no guarantee that the utility price will be lower than the Community Choice Aggregation price for the entire term of the Community Choice Aggregation’s supply contract.

What if I don’t want to participate?
Participation is up to you. Every customer that currently receives energy from their utility will be given full advanced notice of the program’s initiation and clear instructions on how they can opt-out. There will be online, phone, and mail (pre-paid postcard) options. Customers will have 30 days from the time they receive the opt-out notification. After that point, those customers that did not opt-out will be automatically migrated to the Community Choice Aggregation program.

Will my taxes go up?
No. Taxpayer or public funding is not needed to run a Community Choice Aggregation program. In fact, the New York State sales tax you pay on your monthly electric and gas bill should go down if you are participating.

How will customers currently getting net metering credits be affected?
Customers with rooftop solar will not be affected.

If customers opt out after the contract has commenced, how will that affect their service?
Service will not be interrupted. The account will be transferred back to the utility at the end of the following billing period.

Will customers be informed at the end of the first contract that they may be switched to a new supplier, and then be given another chance to opt-out?
Yes. All participating customers will receive notification of the change along with the new price and all of the opt-out methods.

Is my community eligible for technical assistance and grant funding through NYSERDA’s Clean Energy Communities Program?
In addition to providing tools, resources, and technical assistance, NYSERDA’s Clean Energy Communities Program provides recognition and grants of up to $250,000 to communities that complete four out of the 10 High Impact Actions. Community Choice Aggregation is one of the High Impact Actions. To demonstrate completion of this action, the applying jurisdiction must submit a copy of the adopted legislation authorizing the municipality’s participation in an opt-out Community Choice Aggregation program. In addition, the applying jurisdiction must submit a copy of an executed electric service agreement between the applying jurisdiction and an ESCO to supply electricity to participating customers on an opt-out basis that is a 100 percent renewable clean energy product mix produced in North America and certified by Green-e. Visit nysersda.ny.gov/cec for more information. For technical assistance to support the implementation of Community Choice Aggregation, municipal officials can email cec@nysersda.ny.gov with questions.
January 18, 2019

Matthew McQuinn
New York Power Authority
Assistant Project Engineer II
30 South Pearl Street
Albany, NY 12207

SUBJECT: Albany County Aggregated GIS Audit IC FEE

Dear Mr. McQuinn:

Wendel is pleased to submit this proposal for GIS services for the County of Albany NY Street Lighting Project, which includes the Town of Guilderland, Village of Voorheesville, Town of New Scotland, and the Village of Altamont. This proposal will set specific scope and fee parameters based on our understanding of the services required.

BACKGROUND:

NYPA has asked Wendel to assist with the study, design, and implementation of a streetlight LED conversion in Albany County at the four municipalities listed above. Under this proposal, Wendel will provide GIS auditing services and GIS services during construction for the County of Albany aggregated Street Lighting System. Services will be performed under Wendel’s contract #4600002934.

SCOPE OF SERVICES:

Task 1 - Mobile GPS Data Collection

Wendel will create and host an Esri ArcSDE database feature class with applicable attribute fields and domain drop-downs. A GIS feature service will be created from the feature class and will be editable in the field for GPS data collection. The editable streetlight feature service will be added to the Collector for ArcGIS mobile application which will allow Wendel to GPS locate existing street light locations and document attributes. The street light inventory layer will be editable through the Collector for ArcGIS application which will be accessible via a smart device with an internet connection. In order for the smart device to achieve sub-meter GPS location data, a Trimble R1 GNSS Receiver will be Bluetooth paired to the smart device during GPS data collection. Wendel will deploy a team of field engineers/auditors to inventory and collect GPS location and attribute data for approximately 1,250 streetlights, along with lighting in municipal parking lots and City parks.

For each light fixture, the following attributes, as available, will be identified and entered into the Collector for ArcGIS application. Streetlight attributes will include:

- Location with GPS coordinates (long. & lat.)
- Street name
- Utility pole #

Centerpointe Corporate Park, 375 Essjay Road, Suite 200, Williamsville, NY 14221  p 716.688.0766  w wendelcompanies.com
- Pole type (wood, metal, fiberglass, concrete, other)
- Approximate light or luminaire height from ground (feet)
- Pole condition (damaged, poor, average, good)
- Fixture type (Cobrahead, floodlight, post top, tear drop, acorn, high hat, shoebox, other)
- Number of fixtures per pole
- Sticker # - Wattage (e.g. – 15 = 150W)
- Sticker color (indicates light type – High Pressure Sodium, Mercury Vapor, Metal Halide, etc.)
- Arm length (Short, Long, None)
- Arm condition (damaged, poor, average, good)
- Tree service needed (Y/N)
- Photos will be taken for each unique fixture type and any locations where there is an anomaly or special condition that warrants extra documentation or attention.

Task 2 - Basic GIS Web Map for GPS Data Collection Progress Viewing

Throughout the duration of the design and construction, Wendel will give the staff in each community (Town of Guilderland, Village of Voorheesville, Town of New Scotland, and the Village of Altamont) access to a GIS Web Map Application containing the street light inventory. The internet-based web map will be hosted on Wendel’s ArcGIS Servers and can be accessed on any desktop computer, or smart device such as a phone or tablet. The web map viewer will allow all stakeholders the ability to access the City’s street light data. Once the new street lighting installation has been completed, the internet-based web map viewer will be decommissioned.

As auditor collects GPS data in the field it will automatically be updated on the internet-based web map.
Below are sample screenshots of the GIS Web Map Application.

**Figure 1:** Streetlight locations for entire City

**Figure 2:** Zoomed in streetlight locations

**Figure 3:** Streetlight locations over aerial imagery

**Figure 4:** Streetlight attribute view

**ASSUMPTIONS:**

- City staff will provide a list of city-owned non-roadway lights to be include in the audit (e.g. parks, parking lots, etc.)
- Work will be completed in February or March.
EXCLUSIONS:

- Any building lighting or other lighting not included as part of the retrofit project.
- Data collection for up to 1,200 fixtures is included in this proposal. A fee of $550 will be added for each additional grouping of 50 fixtures. (i.e.: 1-50 additional fixtures adds $550, 51-100 additional fixtures adds $1,100).

DELIVERABLES:

Once Wendel has completed GPS field data collection of all of the Albany County streetlights, Wendel will then provide the City with the following data:

1. One (1) Microsoft Excel Workbook of the street light inventory attributes including GPS coordinates for each of the four (4) communities.
   a. This file can be uploaded into the communities GIS software for access and maintenance.

PROPOSED SCHEDULE:

It is anticipated that after authorization to proceed, the total project would take approximately 5-6 weeks to complete based on the following timeline:

- 1-2 week – Mobile GPS Data Collection Setup.
- 2 weeks – Field Data Collection and Audit.
- 2 weeks for final Q&A and database completion.

FEES AND TERMS:

We propose completing the services outlined in this letter for a lump sum fee of Twenty Four Thousand Ninety Dollars ($24,090).

These fees include direct expenses such as first class mailing, local mileage and internal printing costs. Terms and conditions will be per Wendel's contract #4600002934.

Should Wendel's proposal be acceptable, please forward the appropriate notification of project assignment per our existing term contract, referencing this proposal letter.

Fees are broken down as follows:

<table>
<thead>
<tr>
<th>Category</th>
<th>Description</th>
<th>Hourly Rates</th>
<th>Hours</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>GIS Programmer/Engineer</td>
<td>$140.00</td>
<td>74</td>
<td>$10,360.00</td>
</tr>
<tr>
<td>2</td>
<td>Senior Project Manager</td>
<td>$175.00</td>
<td>4</td>
<td>$700.00</td>
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<tr>
<td>4</td>
<td>Senior Energy Engineer</td>
<td>$150.00</td>
<td>8</td>
<td>$1,200.00</td>
</tr>
<tr>
<td>5</td>
<td>Energy Engineer</td>
<td>$140.00</td>
<td>74</td>
<td>$10,360.00</td>
</tr>
<tr>
<td>4</td>
<td>Senior Electrical Engineer</td>
<td>$150.00</td>
<td>8</td>
<td>$1,200.00</td>
</tr>
<tr>
<td>7</td>
<td>Administrative Assistant</td>
<td>$45.00</td>
<td>6</td>
<td>$270.00</td>
</tr>
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</table>

$24,090.00
The following community breakdown of cost for the GIS audit is proposed if more than 800 fixtures are included. If any of the four communities does not want to move forward with the GIS audit, prices are subject to change if the total fixture count goes below 800. The breakout of costs for all four communities, if all four sign on to do the GIS audit, is show below:

<table>
<thead>
<tr>
<th>Community</th>
<th>Quantity of Lights</th>
<th>GIS Audit Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Town of Guilderland</td>
<td>600</td>
<td>$11,333.00</td>
</tr>
<tr>
<td>Village of Voorheesville</td>
<td>317</td>
<td>$6,663.00</td>
</tr>
<tr>
<td>Village of Altamont</td>
<td>158</td>
<td>$3,600.00</td>
</tr>
<tr>
<td>Town of New Scotland</td>
<td>93</td>
<td>$2,494.00</td>
</tr>
</tbody>
</table>

Respectfully Submitted,

WENDEL

[Signature]

Kurt Blemel, CEM CMVP
Senior Energy Engineer
Project Manager
<table>
<thead>
<tr>
<th>Account Description</th>
<th>Fee Description</th>
<th>Account#</th>
<th>Qty</th>
<th>Local Share</th>
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<tbody>
<tr>
<td>A1550 Dog Redemption</td>
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<tr>
<td>A2709 Retiree Ins. S. Kidder</td>
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<tr>
<td>Accounts Receivable</td>
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<td>Clerk Fees</td>
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<td>222.00</td>
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<tr>
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<td>262.84</td>
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Sub-Total: $262.84
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<td>Dog Licensing</td>
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<td>2</td>
<td>25.00</td>
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<tr>
<td>Dog Licensing</td>
<td>Male, Neutered</td>
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<td>11</td>
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</tr>
<tr>
<td>Dog Licensing</td>
<td>Male, Unneutered</td>
<td>A2544</td>
<td>2</td>
<td>25.00</td>
</tr>
<tr>
<td>Justice Court/Personal Services</td>
<td>A1110.1 Justice Court/Personal Services</td>
<td>A1110.1</td>
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<td>Kensington Woods Sewer District</td>
<td>SKW2122 Kensington Woods Sewer District</td>
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<td>Other Revenue</td>
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<tr>
<td>WG0350 Water Usage</td>
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</tr>
<tr>
<td>WH0350 Water Usage</td>
<td>WH0350 Water Usage</td>
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<td></td>
</tr>
<tr>
<td>WH2144 Water Meter Purchase</td>
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**Sub-Total:**

- $777.48
- $198.50
- $19.06
- $250.00
- $250.00
- $30.00
- $30.00
- $9,788.44
- $5,268.26
- $9,114.08
- $2,273.68
- $17,665.58
- $60.00
- $2,612.25
- $10,458.31
- $475.00
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<td>$5,688.63</td>
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</table>

Sub-Total: $118,320.18

Amount paid to:  
NYS Ag. & Markets for spay/neuter program

Amount paid to:  
NYS Environmental Conservation

Total State, County & Local Revenues: $118,388.80
Total Non-Local Revenues: $68.62

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: ____________________________  Date: 03/01/19  
Town Clerk: ____________________________  Date: 03/01/19
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 February 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>CHECK</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/6/2019</td>
<td>1591</td>
<td>$30.00</td>
</tr>
<tr>
<td>3/6/2019</td>
<td>1592</td>
<td>$2,831.42</td>
</tr>
</tbody>
</table>

Total $2,861.42

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

Diane R. Deschenes  
Town Clerk / Tax Collector
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 February 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>2/22</td>
<td>McElroy F.H.</td>
<td>Death Certificate</td>
<td>$60.00</td>
</tr>
</tbody>
</table>

STATE OF NEW YORK

COUNTY OF Albany

TOWN OF New Scotland

Patricia Barber

Her Assign

I, being duly sworn, says that she is 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 March 2019

[Signature]

Town Clerk

RECEIPT OF SUPERVISOR

Total amount Fees Remitted to the Supervisor $60.00

RECEIVED PAYMENT

Dated: 3-1-2019

[Signature] Supervisor
March 6, 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 **FEBRUARY 2019**.

**STARTED:** 58
(both Judges)

**CLOSED:** 39

Money collected: **$3,977**

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

Respectfully submitted,

Hon. Robert W. Johnson, III
March 6, 2019

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

Dear Supervisor LaGrange and Members of the Town Board:

In order to keep the Board apprised of my activities as Town Justice, I am submitting this report of my activity for the calendar year 2018.

During the year I disposed of 1021 cases and collected $91,495.00 in fines, surcharges and fees.

The matters disposed included:
- 835 cases under the Vehicle and Traffic Law (21 DWIs)
- 144 cases under the Penal Law
- 12 cases under Parks and Recreation Law
- 9 civil cases
- 2 cases Local Law
- 6 cases Agriculture and Market Laws
- 3 case Alcohol Beverage Control Law
- 4 case Public Health Law
- 2 Correction Law
- 1 Mental Hygiene Law
- 1 Regulatory Law
- 2 Environmental Law

In accordance with Sections 31 and 123 of the Town Law, my dockets and records are available for inspection at the convenience of the members of the Board or the Board’s designee.

Sincerely,

[Signature]

David J. Wukitsch
Town Justice
### Pay the Bills
March 13, 2019

<table>
<thead>
<tr>
<th>Abstract #</th>
<th>Vouchers</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>20190292-20190358</td>
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### Prepays

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<tr>
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<td>2019290</td>
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</tr>
</tbody>
</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>
</tr>
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<tbody>
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<td>Workers’ Comp. Ins.</td>
<td>WC9040.8</td>
<td>$98.96</td>
</tr>
<tr>
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<td>Workers’ Comp. Ins.</td>
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<td>$13.01</td>
</tr>
<tr>
<td>Metered Water Rents</td>
<td>WF2140</td>
<td>Workers’ Comp. Ins.</td>
<td>WF9040.8</td>
<td>$72.91</td>
</tr>
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<td>$12.23</td>
</tr>
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<td>WH9040.8</td>
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</tr>
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<td>Workers’ Comp. Ins.</td>
<td>WS9040.8</td>
<td>$24.45</td>
</tr>
</tbody>
</table>

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