TOWN OF NEW SCOTLAND
TOWN BOARD MEETING
April 10, 2019 - 7:00 PM
AGENDA

1. Call to Order

2. Pledge of Allegiance

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

4. Approval of the Minutes of the Following:
   - March 13, 2019          Public Hearing Proposed Local Law B of 2019
   - March 13, 2019          Regular Town Board Meeting

   Announcements:
   - 5th Annual Kenneth’s Ride Saturday, June 1st Berne Town Park
   - Community Cares Days weekend of May 4th and 5th
   - Household Hazardous Waste Day Saturday, June 1st Town Highway Garage

5. Discussion/Action re: Proposed Local Law B of 2019 amending cell tower law

6. Resolution authorizing the Supervisor to execute a Settlement and Release Agreement between the Town and Time Warner Cable regarding underpayment of franchise fees.

7. Discussion/Action re: CDTA ACCESS program Agreement for Transportation Services

8. Discussion/Action re: results of Feura Bush Water District master meter cell read review by Stantec Engineering

9. Highway/Parks:
   - Discussion/Action - advertising for Dog Control Officer
   - Discussion/Action – advertise for Highway Employee
   - 2019 Expenditure of Highway Moneys Agreement
   - Discussion/Action: utilize CHIPS money for purchase of asphalt roller
   - Discussion/Action – Highway Garage furnace RFPs
   - Declare 1995 Ford Dump Truck (vin end 64931) as surplus

9X Fire & Ambulance:
   - Onesquethaw Volunteer Fire Co. Membership request for Michaela Kawczak as an Auxiliary Member and Jillian Anderson of McGarr Ln., Voorheesville as an Out of District Member
10. Discussion re: solar energy programs offered by Four Corners Energy OR Solomon Energy  
Mr. Hennessy, Jr  
Attachment #6

Mr. Leinung & Ms. Snyder  
Attachment #7

12. Liaison Reports:

13. Departmental Monthly Reports:
   • Town Clerk, March 2019  
   • Registrar, March 2019  
   • Justice Johnson, 2018 Annual and March 2019  
   • Justice Wukitsch, March 2019  
   • Building Dept., Feb 2019  
   • Code Enforcement, Feb 2019  
Attachment #8  
Attachment #8a  
Attachment #8b  
Attachment #8c  
Attachment #8d  
Attachment #8e

14. Pay the Bills  
Mr. LaGrange  
Attachment #9

15. Approve any Budget Modifications  
Mr. LaGrange  
Attachment #10

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

17. Adjourn  
Mr. LaGrange
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 electrical communication works that are not trained for working in an RF environment (uncontrolled) when accessing the pole by climbing or bucket;

19. Certification that the proposed antenna(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.

l. 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.

iii. 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;

iii. 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.

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

m. The visual effect of the Small 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(II)(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.
SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (the “Settlement Agreement”) is made this ___ day of April, 2019 by and among the Town of New Scotland, New York (the “Town”) and Time Warner Cable Northeast LLC, locally known as Charter Communications (“Charter”).

RECITALS

WHEREAS, Charter operates a cable system in the Town and pays franchise fees pursuant to a franchise agreement between the parties (the “Franchise”);

WHEREAS, the Town conducted an audit of the franchise fee payments made by Charter for the period from October 2010 to September 2016 (the “Audit Period”) and concluded that Charter underpaid franchise fees for the Audit Period. Charter disputed the claim and arrived at a different conclusion than the Town;

WHEREAS, Charter agrees to submit payment to the Town in the amount of six thousand two hundred fifty dollars and seventy six cents ($6,250.76) to forever settle past claims on franchise fees due the Town for the Audit Period;

WHEREAS, the Town and Charter now desire to conclude, settle, release and discharge once and forever, all rights, claims, causes of actions, liabilities, disputes and demands relating to the Town’s past claims on franchise fees due the Town;

NOW THEREFORE, in consideration of the foregoing, and in consideration of the mutual promises and obligations hereinafter set forth, and for good and valuable mutual consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Settlement Agreement hereto agree as follows:

AGREEMENT

1. SETTLEMENT AMOUNT

The Town and Charter have agreed that Charter shall submit payment to the Town in the amount of six thousand two hundred fifty dollars and seventy six cents ($6,250.76) in full settlement of past claims on franchise fees for the Audit Period. Charter agrees to pay this amount to the Town within sixty (60) days after receipt of the executed Settlement Agreement from the Town. It is expressly understood and agreed that the Settlement Amount represents full and complete satisfaction and compromise of any and all claims, actions, causes of action,
controversies, demands, damages, debts, agreements, obligations, liabilities, interest, liens, expenses, costs, attorneys’ fees and demands of any kind or nature, known or unknown, arising out of or in any way related to the Town’s past claims on franchise fees due the Town during the Audit Period. Notwithstanding any provision of this Settlement Agreement, the parties hereby acknowledge and agree that any franchise fee payment made pursuant to the Franchise may be recovered by Charter from subscribers in accordance with applicable law and that such funds may be included as line items on subscriber bills consistent with FCC regulations at Charter’s discretion.

2. RELEASE OF CLAIMS
For the consideration set forth in this Settlement Agreement, the Town does hereby release and forever discharge Charter, and its parents, subsidiaries, related affiliates and their respective officers, directors, shareholders, owners, partners, employees, agents, contractors, representatives, predecessors, successors, assigns, insurers and attorneys, and each of them, from any and all claims, demands, actions, causes of action, liabilities, obligations, losses, accounts, debts, damages, judgments, costs, interest, expenses, attorney's fees and demands of any kind or nature, known or unknown, arising out of or in any way related to the Town’s past claims on franchise fees due the Town during the Audit Period. Furthermore, the Town expressly agrees that this settlement, and/or the events leading up to it, including the dispute with respect to the payment of franchise fees during the Audit Period, may not be used in any way in any subsequent judicial or administrative proceeding against Charter other than to enforce the terms of this Settlement Agreement.

3. VOLUNTARY AGREEMENT
This Settlement Agreement is freely and voluntarily given by each party, without any duress or coercion, and after each party has consulted with its counsel. Each party has carefully and completely read all of the terms and provisions of this Settlement Agreement. It is understood and agreed by the Town and Charter that nothing herein shall be deemed to be an admission of liability by Charter with respect to the matter of this Settlement Agreement.
4. **AUTHORITY AND BINDING EFFECT**  
   The Town and Charter represent and warrant to the other that each has the legal right, power and authority to enter into this Settlement Agreement and to perform its obligations hereunder. This Settlement Agreement will inure to the benefit of and be binding upon the parties and their respective successors and assigns. The parties for themselves and their respective successors and assigns agree to join in or execute any instruments and to do any other act or thing necessary or proper to carry into effect this or any part of this Settlement Agreement.

5. **ENTIRE AGREEMENT**  
   This Settlement Agreement sets forth the entire agreement between the Town and Charter relating to the subject matter of this Settlement Agreement.

6. **GOVERNING LAW**  
   This Settlement Agreement, and any controversies arising hereunder, shall be interpreted in accordance with the laws of the State of New York, and adjudicated in a state or federal court of competent jurisdiction located in the State of New York.

7. **CONFIDENTIALITY**  
   The existence, nature, terms and conditions of this Settlement Agreement are confidential and shall not be disclosed by either party in any manner or form, directly or indirectly, to any person or entity under any circumstances, unless required by court order or applicable law.

**IN WITNESS WHEREOF**, the parties have executed this Settlement Agreement as their free and voluntary acts and deeds, effective as of the date first above written.

<table>
<thead>
<tr>
<th>The Town of New Scotland, New York</th>
<th>Time Warner Cable Northeast LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>By: _______________________</strong></td>
<td><strong>By: _______________________</strong></td>
</tr>
<tr>
<td><strong>Name: _______________________</strong></td>
<td><strong>Name: _______________________</strong></td>
</tr>
<tr>
<td><strong>Title: _______________________</strong></td>
<td><strong>Title: _______________________</strong></td>
</tr>
</tbody>
</table>
AGREEMENT FOR TRANSPORTATION SERVICES

THIS AGREEMENT is made the for January 1st, 2019 thru December 31st, 2019, between Access Transit Services, Inc. (ACCESS), located at 85 Watervliet Avenue, Albany, New York 12206, (hereafter referred to as "ACCESS") and Town of New Scotland (hereafter referred to as "Contractor").

WHEREAS, Contractor is a municipal corporation that uses qualified and duly licensed drivers in New York State to perform the services hereafter described and has offered to perform certain services in connection with the purposes of the ACCESS and the Contractor, for the consideration hereafter named, agrees as follows:

ARTICLE 1: SPECIFIC DESCRIPTION OF SERVICES TO BE PERFORMED
ACCESS agrees to and hereby does retain and employ the Contractor and the Contractor agrees to perform contract services hereinafter mentioned and more particularly described in Schedule A, attached hereto and made a part hereof.

ARTICLE 2: PROVISIONS FOR PAYMENT
ACCESS shall pay to the Contractor, and Contractor agrees to accept as full compensation for services under this agreement, the fee as set forth in Schedule B. Reimbursement shall be on a flat rate basis of service delivered. The method of paying for services by ACCESS and the manner and form of submission of invoices by the Contractor is also set forth in Schedule B.

ARTICLE 3: DURATION OF CONTRACT
Any specific term for this agreement shall be set forth in the Specifications and Proposal (Schedules A and B).

ARTICLE 4: CONTRACTOR'S LIABILITY
The Contractor shall be responsible for all damages to life and property due to negligent activities of the Contractor, subcontractors (if any), agents or employees of Contractor in connection with the performance of services under this agreement. The Contractor specifically agrees that said sub-contractors, agents or employees shall possess the experience, knowledge and character necessary to qualify them both individually and collectively for the particular duties they perform. Further, it is expressly understood that the Contractor shall indemnify and save harmless ACCESS, the Capital District Transportation Authority and any of its public benefit subsidiaries and the agents and employees of each of the aforesaid from all claims, suits, actions, damages and costs of every name and description resulting from the negligent performance of the services of the Contractor and such indemnity shall not be limited by reason of enumeration of any insurance coverage herein provided. Performance of services, within the meaning of this article shall include, in addition to liability founded upon tort, liability based upon the failure of Contractor to meet professional standards resulting in obvious or patent errors in the progression of the performance of services. Nothing in this article or in this agreement shall create or give to third parties any claim or right of action against either the Contractor or ACCESS, ACCESS or any of its public benefit subsidiaries, beyond such as may legally exist irrespective of this article or this agreement.
ARTICLE 5: NEW YORK STATE LABOR LAW REQUIREMENTS
Intentionally deleted; drivers are volunteers.

ARTICLE 6: SUSPENSION OF WORK
In the event that the work under the contract is entirely suspended, the Contractor agrees that Contractor's services shall likewise be suspended without compensation for the suspended period, unless otherwise directed by ACCESS. Upon the resumption of work under the contract, the Contractor shall resume services under this agreement until the contract is completed and accepted. In all cases provided for in this agreement, for the additional services above described, ACCESS's directions shall be exercised by the issuance of a supplemental agreement.

ARTICLE 7: INTERCHANGE OF DATA
All technical data in regard to this contract, whether (a) existing in the office of ACCESS, or (b) existing in the office of the Contractor, shall be made available to the other party to this agreement without expense to such other party, as the case may be.

ARTICLE 8: DISPOSITION OF DOCUMENTATION
At the time of completion of the work (on a monthly basis), the Contractor shall make available to ACCESS all notes, computations, ledgers, journals, statements and all other documents and data pertaining to the work, which material at all times shall be the property of ACCESS. In the event that this agreement is terminated for any reason, the Contractor shall make available all the aforementioned data and material to ACCESS within ten (10) days of a written request for same by ACCESS. All data shall bear the endorsement of the Contractor.

ARTICLE 9: DAMAGES AND DELAYS
The Contractor agrees to make no charges or claim for damages for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this agreement. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as ACCESS may decide, it being understood, however, that the permitting of the Contractor to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of ACCESS of any of its rights herein.

ARTICLE 10: MANNER OF PERFORMANCE
The Contractor is engaged in an independent business and agrees to perform services in the manner of and as an independent contractor and not as the agent or employee of ACCESS or ACCESS. The Contractor shall exercise full control over supervision of the employment, direction, compensation and discharge of its officers and employees and of all other persons assisting it in the performance of the services.

ARTICLE 11: COLLUSION
The Contractor represents there was no collusion whatsoever with the making of any proposal or proposal connected with this agreement.

ARTICLE 12: MAINTENANCE OF RECORDS
Contractor shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and make such materials available at its office at all reasonable times during the term of this agreement and for three (3) years from the date of final payment.
under this agreement, for inspection by authorized representatives of ACCESS and FTA and copies thereof shall be furnished, if requested.

**ARTICLE 13: COPYRIGHT/PATENTS**
Contractor shall avoid infringements of any copyright or patent rights in the performance of the contract.

**ARTICLE 14: DEATH OR DISABILITY OF THE CONTRACTOR**
If the Contractor is a partnership, in case of the death or disability of one or more, but not all of the persons herein referred to as the Contractor, the rights and duties of the Contractor shall devolve upon the survivor or survivors of them, who shall be obligated to perform the services required under this agreement and ACCESS shall make all payments due to them.

**ARTICLE 15: STANDARD PRACTICES AND REQUIREMENTS**
To the ends of satisfying state and federal requirements as to contract services and obligations with relation to Contractor’s activities, it shall be the duty of the Contractor to ascertain the standard practices of the Department of Transportation and the Department of Audit and Control of the State of New York, together with the applicable statutes, rules and regulation, as amended, of the State of New York, and (if applicable) the relevant federal statutes, department rules and regulations of the General Accounting Office of the United States.

**ARTICLE 16: TERMINATION**
If either party fails to perform the service required by the contract, or otherwise fails to fulfill its obligations as specified, the contract may be terminated by one party serving notice no less than thirty (30) days prior to the effective date stated in the notice. Notice of termination shall be made by Certified Mail. The notice will state the reasons for the termination and will provide a period of not less than seven (7) days of the notice during which the termination may be withdrawn upon the written consent of both parties. The effective date of the termination may be suspended during the period that both parties consent to arbitration, if both parties state and agree to the terms of the suspension in writing.

This Agreement shall continue in full force and effect during such period as funds are made available to ACCESS for the purposes hereof under the Statewide Mass Transportation Operating Assistance Program as authorized in Section 18-b of the New York State Transportation Law as amended and may be terminated by Access if said funds are not made available to Access.

**ARTICLE 17: VALIDITY OF PROVISIONS**
The Contractor agrees that if any provision of this agreement is held invalid, the remainder of the agreement shall not be affected thereby, if such remainder would then continue to conform to the terms and requirements of the applicable law.

**ARTICLE 18: FINANCIAL LIABILITY**
The Contractor specifically agrees that the agreement shall be deemed executory only to the extent of the monies available, and no liability shall be incurred by ACCESS beyond the monies available for the purpose thereof.
ARTICLE 19: WORKER’S COMPENSATION AND LIABILITY INSURANCE

A. The Contractor agrees to procure and maintain at Contractor’s own expense, without expense to ACCESS, insurance of the kinds and in the amounts hereinafter provided in insurance companies authorized to do business in the State of New York, covering all operations under this agreement, whether performed by Contractor or Contractor’s agents or employees. Before commencing to provide the service under the terms of this agreement, the Contractor shall furnish to Access a certificate or certificates or policy or policies, as required, in form satisfactory to Access, showing that Contract has complied with this article, which certificate/certificates, policy/policies shall provide that the same shall not be changed or cancelled until thirty (30) days written notice has been given to Access. All insurance coverage shall be written with insurance carrier/carriers that are acceptable to Access.

B. The Contractor shall procure and maintain the following insurance:

(1) **Worker’s Compensation:** A policy covering the obligations of the Contractor in accordance with the provisions of Chapter 41 of the Laws of 1914, as amended, known as the Worker’s Compensation Law, covering all operations under this agreement, whether performed by Contractor or a sub-Contractor, and also under Article 9 of the Worker’s Compensation Law, know as the Disability Benefits Law (Chapter 600, Laws of 1949) and amendments thereto. Such insurance required by the Worker’s Compensation Law shall be maintained until ACCESS finally accepts the services performed or materials provided, pursuant to this agreement. As required by statute, this agreement shall be void and of no effect unless the person or corporation making or executing the same shall secure compensation and disability benefits coverage for the benefit of and keep insured during the life of said agreement, such employees in compliance with the provisions of the Worker’s compensation law. Worker’s Compensation insurance will be required only with respect to the work performed within the State of New York.

(2) **General Liability Coverage:** In the amount of $1,000,000 to include coverage for bodily injury and property damage.

(3) **Automobile Liability and Excess Coverage:** Business automobile policy, including Hired and Non-Owned coverages on the vehicles leased from ACCESS. Policy must provide no-fault and liability coverage. Primary and excess coverage shall provide a limit of not less than $2,000,000 per occurrence for any vehicle used in connection with this agreement.

(4) **Excess Coverage:** Excess coverage sufficient to provide minimum limits of $2,000,000 per occurrence.

With respect to the insurance required by subdivisions (1) and (2) of subdivision (B) above, the Contractor shall furnish to ACCESS a certificate/certificates in a form satisfactory to ACCESS showing that Access Transit Services, Inc. their members, directors, officers, agents, servants and employees, and all of them, as additional insureds under all of the policies of insurance above described.

ARTICLE 20: DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISE

Intentionally Deleted/Not Applicable.
ARTICLE 21: COMPLIANCE WITH CIVIL RIGHTS ACT OF 1964
Contractor agrees to comply with the applicable clauses of Appendix B attached herewith in accordance with Title VI of the Civil Rights Act of 1964, as amended.

ARTICLE 22: GENERAL
A. The Contractor agrees that it will at all times employ, maintain and assign to the performance of the services, a sufficient number of competent and qualified personnel to meet demand.

B. The Contractor will at all times cooperate with ACCESS and coordinate work with the work and requirements of ACCESS.

C. The Contractor shall avoid infringements of any copyright or patent rights in the performance of the services.

D. ALL NOTICES required or permitted under this agreement shall be in writing and shall be deemed sufficiently served if sent by registered mail to the addresses set forth in the initial paragraph of the agreement. Either party may at any time designate a different address by giving notice as provided above to the other party.

ARTICLE 23: DOCUMENTS FORMING THE CONTRACT
The contract documents shall be deemed to include: This agreement, schedules A and B.

This contract contains all agreements of the parties hereto; there are no promises, agreements, terms, conditions, warranties, representations or statement other than contained herein. There may be no modification or amendment of this agreement except in writing, executed by the parties hereto.

IN WITNESS WHEREOF, this agreement has been executed by ACCESS, acting by and through its Chairman, who has caused its seal to be affixed hereto, and the Contractor has duly executed this agreement on the day and year first above written.

ACCESS TRANSIT SERVICES, INC.    APPROVED AS TO FORM
By _______________________________________    This ________ day of  _________2019
Jonathan Scherzer
Director of Marketing

By ___________________________
General Counsel

TOWN OF NEW SCOTLAND
By________________________________________
Douglas LaGrange
Supervisor
SCHEDULE A: SCOPE OF SERVICES

The Contractor agrees for the amounts listed in Schedule B to perform the services as described below attached to and made a part of this contract in a manner that will be satisfactory to and acceptable to ACCESS.

Contractor Obligations

1. Contractor will provide ACCESS with maintenance records and other necessary documentation to prove that the vehicles and wheelchair lifts are being maintained in good operating condition upon request.

2. Intentionally deleted; not applicable.

3. Intentionally deleted; not applicable.

4. Contractor must wash vehicle exteriors and clean interiors regularly. The vehicles will be kept free of graffiti, noxious odors and infestation.

5. The contractor will provide qualified personnel for the operation of the service according to the following requirements:

   a. Intentionally deleted; not applicable.

   b. Intentionally deleted; not applicable.

   c. Use of no driver who is younger than eighteen (18) years of age to provide the service.

   d. Maintain Worker's Compensation or equivalent insurance covering all employees involved in providing the service.

   e. Ensure drivers operate the subject vehicles in compliance with all Federal, State, and local laws.

   f. Ensure that drivers are courteous and considerate in speech and action while transporting customers.

   g. Require that drivers not leave a vehicle unattended while customers are on board, except in an emergency.

   h. Require that drivers do not smoke tobacco or any other substance while transporting customers.

   i. Require that drivers not push any vehicle with his/her vehicle or allow his/her vehicle to be pushed, by any means, while a customer is located in either vehicle.

   j. Require that drivers ensure that doors of the vehicle are kept closed while in motion.

   k. Require that no fueling of the subject vehicle be conducted while any customer occupies said vehicle.
l. Require that drivers collect information about passengers, fares and any other items upon request of ACCESS, and as required to fulfill contract obligations. Such requests on the part of ACCESS shall not be unreasonable.

m. Require that operators dressed appropriately.

n. Intentionally deleted; not applicable.

6. Operate service that is open to the public. The service will comply with the requirements of the Section 37.23 of the Americans with Disabilities Act.

7. Intentionally deleted; not applicable.

8. Provide regular monthly reports in a specified format. Reimbursement can be contingent upon provision of such reports. These reports can be Customer Surveys, 19-A certifications, or any type of report that is required.

9. Provide special reports as requested by ACCESS. These reports may include:

   a. On-time performance by AM peak, midday and PM peak periods
   b. Trips missed by day and time
   c. Complaints received and resolution

10. Report all accidents and passenger injuries to the Office of ACCESS immediately. In the event of an accident, the employees of the Contractor will exercise due diligence in identifying witnesses and recording their names, addresses and telephone numbers. Within five days following an incident involving passenger injury or an accident involving damage to the vehicle in excess of $200.00 the Contractor will submit a description of the event on forms provided by ACCESS.

11. Intentionally deleted; not applicable.

12. The Contractor will provide ACCESS with a description of all lawsuits relevant to services provided under this contract (including any Notices of Claim) and state the anticipated outcome of each case.

13. The Contractor shall not be named on the GSA list of debarred contractors nor be barred from proposing on any New York State contracts by action of the Attorney General or a state agency.

14. The Contractor shall not assign the service, or any part thereof, to a subcontractor without the written consent of the ACCESS. If any or all of the service is assigned to a subcontractor, the subcontracting entity will be required to meet all of the qualifications and requirements of the Contractor.

15. The Contractor will notify ACCESS before 2pm the day before in the event that the schedule cannot be maintained due to weather conditions, traffic conditions, or other temporary circumstances.

16. In the event that the Contractor is unable to perform any of the requirements set forth below the Contractor shall be required to pay a penalty of $25.00 per documented incident:
a. Paragraph 10 requiring that the Contractor notify ACCESS of an accident and exercise due diligence at the accident scene

17. The Contractor will cooperate with the ACCESS in administering customer satisfaction and opinion surveys.
Schedule B

Albany County Department for Aging Trip Reimbursement Rates:

This document is outlines reimbursement for transporters under agreement with ACCESS Transit Services, Inc.

Trip reimbursement definitions:

Schedule vital transportation services in Albany County for seniors age 60+. The following trip reasons are defined by the Albany County Department of Aging as Vital trips. The below list has been prioritized and will be scheduled accordingly (i.e. dialysis, medical appointments will be selected prior to trips further down on the list).

- Dialysis
- Medical Appointments
- Adult Day Programs (Congregate Nutrition Sites)
- Pharmacies
- Grocery Stores once a week only

Reimbursement Rate:

All trips provided by Town of New Scotland, under the Department for Aging Program will be reimbursed at $8.95 for individual taxi trips, and $7.95 for any group trips, which are any trips to day programs and grocery stores. All trips provided under the above guidelines for Department for Aging Program will be reimbursed.

Reimbursement limitations:

To insure the viability of the program, reimbursement amounts need to be managed over the course of the year. In order to accomplish this, each transporter should plan for an equitable distribution of program funds so no one transporter can delete a significant portion of the funding package.
Attention: Commissioner Wayne LaChappelle  
Town of New Scotland  
2029 New Scotland Road  
Slingerlands, New York 12159

Dear Commissioner LaChappelle,

Reference: Feura Bush Water District Master Meter Cell Read Review

As requested, Stantec has reviewed several remote monitoring options for the Feura Bush Master Meter. The three options reviewed are as follows:

1. PCS Pump and Process, Inc. Mission system  
   a. This quote provided two parts. One for remote read at the meter pit and the other for incorporating SCADA at the Booster station and Tank site. If both options are done at the same time the total price may be reduced by $1,500.  
      i. Meter Pit: $12,600.00 (costs for getting electrical power service from National Grid and costs for electrical contractor to establish panel board for electrical meter, disconnect switch and small power electrical panel with circuit breakers are not included in the Mission System quote.)  
      ii. Tank and Booster Station: $20,500.00

2. TI Sales Ayyeka Wavelet system  
   a. This quote is for remote read at the Master Meter only. This only includes supplying the materials to the Town.  
      i. Quote: $2,269.35 with a $252 annual fee (needs new power supply from National Grid similar to option # 1. Also does not include installation)

3. EJ Prescott Telog system  
   a. This quote provided two parts. One for remote read at the meter pit and the other for servicing/verifying accuracy of the existing Master Meter. This quote includes the materials and assistance to the Town for installation  
      i. Remote Read Quote: $2,701 with a $ 240 annual fee. (Operates on battery power with 2 readings per day lasts approximately 5 years) (Does not include sales tax or shipping)(Replacement battery is $25.00)

Design with community in mind
Stantec recommends that the Town accept Option 3 for the remote readings of the Feura Bush Master Meter. The Telog system does not require setting up a new power supply from National Grid or any costs for electricians. This option can be quickly established with assistance from the factory rep and town staff. Establishing an electrical connection from National Grid would greatly escalate the total costs of both Option 1 and Option 2.

Also, EJ Prescott is the current supplier of Hersey meters and has all accessories readily available for the Master Meter. At this time, servicing the Master Meter does not appear to be necessary as the meter is only roughly 5 years old and to our knowledge there have not been any discrepancies with the readings to date. It is however, recommended by NYSDEC that large master meters be tested annually. The Town may wish to request a flow test to confirm accuracy of this meter prior to making a decision.

The equipment in option # 3 will provide direct access to meter readings at the master water meter. If at some point in the future, the Town finds that the Feura Bush Water District has remaining budget after implementing the Telog system to monitor the master meter, Stantec recommends that the Town consider incorporating the Mission system to monitor operations at the Booster Station and Tank Site. This would bring the Feura Bush water system in to the same monitoring and control system as the other water districts.

If the Town has any questions or concerns please do not hesitate to contact us.

Yours truly,

STANTEC CONSULTING SERVICES INC.

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

Attachment: Mission Quote, TI Sales Quote, EJ Prescott Quote

Design with community in mind
2019 AGREEMENT FOR THE EXPENDITURE OF HIGHWAY MONEYS

AGREEMENT between the Highway Superintendent of the Town of New Scotland, Albany County, New York, and the undersigned members of the Town Board.

Pursuant to the provisions of Section 284 of the Highway Law, we agree that moneys levied and collected in the Town for the repair and improvement of highways, and received from the State for State Aid for the repair and improvement of highways, shall be expended as follows:

1. GENERAL REPAIRS. The sum of $384,196.00 shall be set aside to be expended for primary work and general repairs upon 4.26 miles of Town highways, including sluices, culverts, and bridges having a span of less than five feet and boardwalks or the renewals thereof.

2. PERMANENT IMPROVEMENTS. The following sums shall be set aside to be expended for the permanent improvement of Town Highways:

(a) On LaGrange Lane commencing at SR 443 and leading to SR32, a distance of 5300 feet, there shall be expended not over the sum of $88,000.00.
   Type: #6 asphalt
   Width of traveled surface: 22 ft.
   Thickness: 2.5"
   Subbase: asphalt

(b) On Collabeck Rd. commencing at #265 and leading to Rarick Rd., a distance of 4400 feet, there shall be expended not over the sum of $61,000.00.
   Type: #6 asphalt
   Width of traveled surface: 18 ft.
   Thickness: 2.5"
   Subbase: Cold in place asphalt

(c) On Overlook Drive* commencing at Swift Road and leading to dead end, a distance of 1400 feet, there shall be expended not over the sum of $88,000.00.
   Type: #3/#6 asphalt
   Width of traveled surface: 22’ / 28’
   Thickness: 4”
   Subbase: crusher run stone
   *entire road to be milled full depth and re-profiled before new asphalt is applied.

(d) On Salem Ct. commencing at Krumkill Rd. and leading to dead end, a distance of 600 feet, there shall be expended not over the sum of $10,000.00.
   Type: #6 asphalt
   Width of traveled surface: 20’
   Thickness: 2.5"
   Subbase: cold in place asphalt
(e) On Cass Hill Road commencing at #241 and leading to Town Line, a distance of 5000 feet, there shall be expended not over the sum of $75,000.00.

Type #6 asphalt

Width of traveled surface 19'

Thickness 2.5"

Subbase cold in place asphalt

(f) On Lower Copeland commencing at SR 32 and leading to dead end, a distance of 3060 feet, there shall be expended not over the sum of $47,700.00.

Type #3/#6 asphalt

Width of traveled surface 20'

Thickness 2.5"

Subbase crusher run stone/oil and stone

(g) On Youmans Road commencing at SR85 and leading to dead end, a distance of 2745 feet, there shall be expended not over the sum of $38,000.00.

Type #6 asphalt

Width of traveled surface 18 ft

Thickness 2.5"

Subbase oil and stone

Executed in duplicate this ______ day of ______________________, 20_____

________________________________________  __________________________
Town Supervisor                             Councilwoman

________________________________________  __________________________
Councilman                                  Councilman

________________________________________  __________________________
Councilman                                  Councilman

________________________________________  __________________________
Town Superintendent of Highways             County Superintendent of Highways

NOTE: This Agreement should be signed in duplicate by a majority of the members of the Town Board and by the Town Superintendent. Both copies must be approved by the County Superintendent. One copy must be filed in the Town Clerk’s Office and one in the County Superintendent’s office.

COPIES DO NOT HAVE TO BE FILED IN ALBANY.
Town of New Scotland
Project Specifications
Replacement of Oil Fired Furnace

PROPOSAL

Deadline to submit proposal: Monday, March 18, 2019

Return Proposals To: Town of New Scotland
Highway Department
2869 New Scotland Rd.
Voorheesville, NY 12186

Please submit your proposal using the following format:

Name of Business: Colonie Mechanical Contractors, Inc.
Address: 17 Railroad Ave, Albany, NY 12205

Telephone: (518) 459-5753
Cell Phone: (518) 423-8159

Contact Person: Geoffrey Horine, Sales Engineer
(Please Print)

Total Price $34,700.00

Date of installation and completion of Project 12 weeks from award date

Terms of Warranty one year

Price, proposed date of project completion and and terms of warranty will be factors in determining selection of Contractor.

THE TOWN BOARD RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL PROPOSALS.

Signature and Title of Authorized Representative:

Geoffrey Horine, Sales Engineer 3/18/19
Town of New Scotland
Project Specifications
Replacement of Oil Fired Furnace

PROPOSAL

Deadline to submit proposal: Monday, March 18, 2019

Return Proposals To: Town of New Scotland
                    Highway Department
                    2869 New Scotland Rd.
                    Voorheesville, NY 12186

Please submit your proposal using the following format:

Name of Business: James D Warren and Son, Inc
Address: 69 4th Ave Albany NY 12202
Telephone: 518-434-6138
Cell Phone: 518-365-3309
Contact Person: Jason Grossman (Please Print)
Total Price $35,910.00

Date of installation and completion of Project Completed 6-8 wks after contract is awarded.
Terms of Warranty Full 1 year - 10 year pro rated on Heat Exchanger

Price, proposed date of project completion and and terms of warranty will be factors in determining selection of Contractor.

THE TOWN BOARD RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL PROPOSALS.

Signature and Title of Authorized Representative:

[Signature] [VP - Operations] [Title] [3-15-2019] [Date]
Town of New Scotland  
2029 New Scotland Rd  
Slingerlands, NY 12159

Attention: Diane Deschenes—Town Clerk

April 4, 2019

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

Michaela E. Kawczak, 1021 Clarksville S. Rd, Feura Bush, NY (Auxiliary Member)  
Jillian C. Anderson, 26 McGarr Ln, Voorheesville, NY (Out of District—Fire Member)

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

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

Respectfully,

Jessica Latham  
Membership Secretary  
Onesquethaw Volunteer Fire Company, Inc.  
518-300-9272
SERVICES

Electricity & Natural Gas Procurement

Four Corners Energy excels at providing competitive supply rates on electricity and natural gas. As your adviser we broker and negotiate with suppliers to provide you with the best solution. We monitor the energy market daily to ensure you're always aware of low market opportunities.

Energy Efficiency Upgrades

FCE provides services to upgrade your lighting, hvac, motors, drives, compressed air systems and etc. With partners we ensure you receive the maximum rebate possible through utilities and government agencies while providing financing options for your investment portion of the project.

Municipal Street Lighting

Street lighting is a huge cost for municipalities but it doesn't need to be anymore. New York State has introduced a new initiative to allow municipalities to purchase and upgrade street lighting throughout their district. We help you with the engineering, install, maintenance, utility negotiations and financing.

Electric Car Charging Ports

As more electric cars hit the roads there is a greater need for proper infrastructure. Four Corners Energy offers engineering, install and financing for car charging ports at your facilities.

Cogen Development

This includes the preliminary feasibility study, engineering, financing, construction and maintenance of cogeneration & CHP projects.

Solar Development & Renewable Energy Development

Interested in going green? FCE will conduct the preliminary feasibility study, engineering, contract negotiations, financing, construction and maintenance of renewable projects.

Economic Development

Businesses rely on Four Corners Energy to help negotiate the increased utility costs that come with expanding and/or relocating your business. FCE also works with local municipalities and state representatives to ensure your efforts receive the attention they deserve.

Grant Writing

Four Corners will take the lead in the grant writing process to maximize potential funds available for your project.

www.4cornersenergy.com
Four Corners Energy is an energy management firm headquartered in the NYS Capital Region. FCE provides energy savings, risk mitigation and budget control for our clients.

WE OFFER CUSTOMIZED SOLUTIONS FOR EVERY ONE OF OUR CLIENTS.
IT'S WORTH A CONVERSATION.

www.4cornersenergy.com
Why Four Corners Energy

We develop long term partnerships: it's not about today, it's about planning for tomorrow.

We don't sell, we facilitate: we're on your team.

We are advisers: your interests are paramount.

We do the leg work, you make the decision.

Our logo isn't a light bulb.
It's a good idea.

www.4cornersenergy.com

We have saved clients well over $10,000,000 and continue to manage over 120,000,000 kWhs per year and would like to offer the same services to you.
Solomon Energy is an energy advisory firm assisting clients to implement solar, wind, energy storage and supply projects helping them to lower cost, hedge against energy price spikes and meet their sustainability goals.

Navigate Your Complex Energy Projects

| Phase 1: Review | Phase 2: RFP | Phase 3: Action | Savings |

Unique Approach
Making smart, well-informed energy decisions has become an increasingly complex process. The onslaught of competing energy providers, new technologies and an ever-changing landscape of regulations, incentives and financing options have overwhelmed decision makers and often slowed down worthwhile projects.

Solomon Energy partners with our clients to evaluate the best cost saving solutions whether solar, wind, energy storage, and supply. By performing a detailed review of a client's energy needs we identify a project's viability and savings ability. We then advise on the best approach to implement.

If a project is viable we assist our clients through the entire process of developing and implementing a project. Solomon performs a competitive bidding process, deep regulatory review and thorough analysis of the options. We then educate your decision makers on the next steps.

Solomon Energy performs final contract negotiations and finalizes all project agreements with the selected energy provider. We oversee the entire project until it is implemented.

Once a project is complete we review the performance and recommendations on additional energy-savings opportunities.

We are paid only if you implement a project. Moreover, you incur no out-of-pocket costs for our services. If you proceed with a project, we are paid by the provider you select. If you choose not to proceed, we receive nothing. To prevent conflicts of interest, all providers would pay the same amount in this way we can be objective in evaluating bids and making recommendations.

Renewables – Solar & Wind
Lower your electricity cost by 10% to 50% through the use of solar or wind and meet 100% of your sustainability goals.

Energy Storage
Reduce your energy costs through deployment of an energy storage system to lower demand charges or capitalize on demand response programs.

Energy Supply
Help you hedge your remaining electricity, natural gas and fuel oil supply against rising utility and energy market costs.
Solomon Energy is an energy advisory firm assisting clients to implement solar, wind, energy storage and supply projects helping them to lower cost, hedge against energy price spikes and meet their sustainability goals.

**Detailed Technical Review & Project Assessment**
It is critical to have a clear, unbiased understanding of the technical and financial aspects of a project. This can save you from pursuing, advocating and investing resources into projects that are non-viable.

- Review of Current Energy Usage and Current Energy Contracts
- Determine Project Structure - Net Metered, Virtual Net Metered or Synthetic
- Determine Installation Type - Roof, Land, Third-Party Offsite, Carports
- Solar & Wind System Sizing, Design, Engineering, System Layouts and Technical Specifications Analysis
- Energy Storage Data Analytics, Modeling, System Sizing, Revenue Value Streams Using Proprietary Advanced Algorithm Software
- Identify Equipment and Installation Costs
- Assess Contract and Financing Structures
- Understanding of Current Marketing Pricing
- Analysis of Changing Regulations and Incentive Programs
- Gauge Interest in Project(s) By Energy Providers

**Lower Cost Through A Competitive Bidding Process**
Think of Solomon Energy as your internal energy department: We work with your staff, management, and boards to evaluate your energy needs, administer an RFP process, review competitive quotes from best in-class regional and national energy providers. This streamlined process frees your staff and drives down costs.

- Conduct an RFP or an RFQ
- Introduction to Energy Providers, Installers and Financiers
- Apples-to-Apples Comparison of Proposals
- Meet Municipal or Corporate Procurement Requirements
- Determine Prevailing Wage Requirements
- Work with Your External Law Firms, Accountants, and Tax Professionals
- Detailed Analysis of Bids and Proposals
- Recommendation of Best Option
Navigate Complex Regulations & Incentive Programs
The ever-changing regulations that impact a project are impossible to understand without deep experience. Government and utility incentives can dramatically reduce your project costs. But understanding what incentives are available – and then getting them – is a daunting task.
- Net Metering (NEM), Remote Net Metering (RNM), Virtual Net Meeting (VNM) and Community or Shared Solar (CDG)
- Behind-the-meter Battery Storage
- Distributed Energy Resources (DER) and Value of Distributed Energy Resources (VDER)
- Prevailing Wage
- Local Zoning, Permitting, Land Use and Environmental Approvals
- Tax PILOTS
- Utility Interconnections and Costs
- 30% Federal Investment Tax Credit (ITC) for Solar and Energy Storage
- NYSERDA MW Block Solar Incentive
- CT ZREC Incentive
- CA SGIP Energy Storage Incentive
- Capacity Programs and Demand Response for Energy Storage

Identify & Manage Energy Project Risk
Energy projects are often long term and can have significant financial risks associated with them. By performing thorough due diligence, decision makers can have the confidence they’re entering into a good deal.
- Historical Energy Rate Analysis
- Future Energy Rates
- Change in Law Risk
- Contract Term and Terminations Risk
- Construction Risks
- Contract Assignment Rights
- Energy Provider Bankruptcy & Counterparty Risk
- Wholesale Energy Rates (LMP), ISO, Hub and Node Pricing
- Wholesale Energy Congestion and Curtailment
- Production and Availability Guarantees and Penalties

Deal Structuring, Contract Negotiating, & Financing
Selecting the right agreement structure and negotiating complex contract documents is one of the most critical components in executing a project. We help you by identifying and negotiating the complex agreements with energy providers. A goal of ours is to help you identify and implement agreements that allow you to start saving immediately with $0 capital costs and $0 impact on operating budgets.
- Power Purchase Agreements (PPA)
- Operating Leases
- EPC Agreements
- Synthetic PPAs, SREC and REC Contracts
- Electric and Natural Gas Supply Contracts
- Shared Savings Agreements (Battery Storage)
- PACE Financing
- Greenbank Financing
- Tax Equity Financing
- Site Hosting Agreements – Solar and Energy Storage
- Contracts of Differences
- Review of Credit Rating
- Interactions of Existing Contracts with Microgrids
- Blockchain for Solar, Energy Storage and Microgrids
- Value of DER Contract Structures
- Structuring of Financing for Solar+Storage Projects

Assurance for Decision Makers
There can be immense financial and organization consequences for poorly reviewed projects. Due to this decision makers are often apprehensive to approve energy projects. Don’t let this limit your ability to reduce energy costs.
- Ease of Mind for Decision Makers
- Unburden Staff
- Confirmation of Lowest Rates
- Benchmarking of Project to Others
- Confirmation that Contracts Match Negotiated Terms
- Confirmations for your Internal Staff and Services Providers such as In-house Counsel, External Law firms, Accountants and Tax Professionals.
- Easily Educate Boards and Management on Key Elements of Projects
Our team is experienced in all phases of energy projects, including design and engineering, financing, procurement, contract structuring, negotiating, installation and performance monitoring.

**Jeffrey Mayer**  
Executive Chairman  
Jeffrey brings to Solomon Energy over twenty years of experience in the energy and commodities industry.

Previous to Solomon Energy, Jeffrey served as CEO & President of MXenergy, one of the nation’s largest retail marketers of natural gas and electricity to residential and commercial consumers. MXenergy served over 600,000 residential and commercial consumers in 15 states and two provinces of Canada behind some 44 different publicly owned utility systems. MXenergy introduced the first ever carbon offset product in the retail energy business. In July 2011, MXenergy was sold to Constellation, now part of Exelon.

Prior to MXenergy, Jeffrey served as Managing Director of Sempra Energy Trading, a subsidiary of Sempra, one of the largest US utilities formed as a result of the merger of Southern California Gas Company and San Diego Gas and Electric. Sempra Energy Trading was previously known as AIG Trading. He was also integral in launching a retail energy company that later became Direct Energy, a subsidiary of Centrica, the UK-based company that was formerly known as British Gas. Earlier in his career, Jeffrey served as Vice President at Goldman Sachs & Co. and led their futures trading department. Jeffrey is a 1973 graduate of Yale University with an LL.B. from New York University.

**Chris Whitman**  
Chief Executive Officer  
Chris has extensive advisory experience in the development and financing of renewable energy projects and has been responsible for arranging and structuring the financing of approximately $1.4 billion of solar and wind projects. In 2007, Chris founded US Solar Finance LLC, which pioneered the Master Sale-Leaseback facility for distributed renewable energy projects in the United States. This structure provided the basic framework for financing solar projects through a Power Purchase Agreement (PPA).

This innovation provided the solar industry with an efficient and repeatable way to finance projects with a value between $300,000 and $10 million and to date it is estimated that over $5 billion of solar projects in the United States have been financed utilizing this structure.

Prior to joining Solomon Energy and forming US Solar Finance, Chris was the Managing Director at Allco Renewable Energy, a venture capital firm that invests in private renewable energy companies. Allco Renewable Energy was an early investor in SunEdison LLC, one of the largest solar integrators in the US and groSolar, a national solar provider which was acquired in 2016 by EDF Renewable Energy. During his tenure at Allco, Chris was on the Board of Directors of groSolar. Chris holds a B.A. in Economics, cum laude from Lawrence University (1985) and a J.D., cum laude from University of Wisconsin, Madison (1988).

**Jeffrey Conrad**  
President  
Jeffrey has been active in the deployment of solar, energy efficiency and energy storage projects since 2008 and has been instrumental in the review, advisement, and development of over 100 MW of projects with corporate, industrial, municipal, institutional and Fortune 500 energy clients.

Prior to joining Solomon Energy, Jeffrey co-founded a California based startup energy firm with a portfolio of commercial and residential solar PV installations, energy efficiency retrofits and ground up LEED construction projects. During his tenure, the firm piloted some of the energy industry’s early renewable energy programs including the Department of Energy’s (DOE) Community Savings Initiative and PACE financing. Jeffrey also has a background in the creation and development of startup energy companies; having assisted entrepreneurs to plan, fund, and launch successful companies in the areas of solar, electric vehicle charging, alternative renewable electricity supply and renewable energy equipment disruption. Jeffrey holds a B.A. in Entrepreneurship & Business Management from Northeastern University, which Forbes and Entrepreneurship Magazine rank as one of the top programs in the nation.
Billy Gamboa
Energy Advisor
Billy is an Energy Advisor at Solomon Energy and a founder of Verto Inc. and specializes in analytical techniques for evaluating energy storage and renewable energy technologies. Included in his areas of expertise are energy storage data analytics, modeling, system sizing, revenue value streams, policy and regulation, technical requirements, incentives and distributed energy resource (DER) grid integration. Billy has developed a proprietary advanced application software to confirm an energy storage and renewable systems optimal size, the backbone of which relies on precise energy rate and tariff modeling and automated recursive system design. The end result is an application that can accurately project the potential range of revenue generation, net metering benefits, carbon reduction potential, state and federal incentive allocations as well as interaction with ancillary programs with utilities and the utility grid.

Prior to formation of Verto Inc. he was integral in the development and management of the California Public Utilities Commission’s (CPUC) Self Generation Incentive Program (SGIP). The SGIP program is the nation’s leading incentive for distributed generation battery storage projects. During this tenure at the CPUC he oversaw the approval of over $75 million in incentives for clean generation and energy storage projects and since its inception the SGIP program has deployed over a billion dollars in funds. In addition, Billy has helped to define the next 10 years of California’s electric vehicle infrastructure development through reports commissioned by the California Energy Commission. He has advised on how to accelerate the deployment of a statewide network of electric vehicle charging stations utilizing rate payer funds. Billy holds a B.S. in Structural Engineering from the University of California San Diego.

Jim Wavle
Energy Advisor
Jim is an Energy Advisor for Solomon Energy and has a diverse executive management experience in the renewable energy industry with a deep expertise in the design, development and financing of solar, wind and biomass.

Jim serves as President of Verterra Renewable Energy, LLC and is also a co-founder of US Solar Finance and serves on its board of directors. Jim previously served as CEO of Outland Renewable Energy, LLC and President and CEO of Allico Renewable Energy Group Limited, LLC. He has been involved in various capacities with the development of solar, wind and biomass projects and companies. Jim joined Allico Finance Group in 1999 after spending four years at the law firm of Dewey Ballantine and three years at Capstar Partners. At Allico Finance, Jim was initially responsible for structuring, marketing and executing large ticket U.S. domestic and cross-border financing transactions involving assets worth more than $10 billion. Jim spearheaded Allico’s expansion into renewable energy, an effort which resulted in the formation of Allico Renewable Group Limited, LLC. Jim holds a B.A. (magna cum laude) from St. Lawrence University and a J.D. (cum laude) from Georgetown University.

Edward Sproull
Energy Advisor
As an Energy Advisor for Solomon Energy, Edward brings his expertise in the solar industry to drive value for clients. Edward currently serves as President and CEO of Sun Rays, LLC, a solar consulting firm.

Prior to forming Sun Rays he was VP Sales of the Clean Technology Group of De Lage Landen Financial Services. He joined De Lage Landen in 2009 after spending 5 years at HSH Nordbank AG as head of Leasing activities and Solar Energy in the United States. While at HSH Nordbank he led the group responsible for construction of the first sale and leaseback program for solar developers to finance their solar assets. Prior to joining HSH Nordbank he spent eight years as the manager of KBC Bank’s US leasing operations. He began his career in the tax department of Citibank before moving to the Asset Based Finance - International Division.

Edward holds a MBA from Fordham University and a BA from Colgate University. He served on the Board of Directors of the Solar Energy Industry Association for three years and on the Large Ticket Business Council of the Equipment Leasing and Finance Industry Association for two years.
ANHEUSER-BUSCH INBEV
WORLDWIDE & U.S.

TRIANGLE EQUITIES
NEW YORK & NEW JERSEY

CITY OF COHOES
NEW YORK

TOWN OF WESTON
CONNECTICUT

CARVER COMPANIES
NEW YORK

MARC NEVAS REAL ESTATE
CONNECTICUT

JHM FINANCIAL
CONNECTICUT

SANSEER MILLS
CONNECTICUT

TOWN OF PLAINVILLE
CONNECTICUT

CITY OF WESTHAVEN
CONNECTICUT

SILGAN HOLDINGS
WORLDWIDE & U.S.

NJ TRANSIT
NEW JERSEY

TOWN OF GUILDERLAND
NEW YORK

TOWN OF NEWSCOTLAND
NEW YORK

CONNECTICUT COLLEGE
CONNECTICUT

TOWN OF CLIFTON PARK
NEW YORK

TOWN OF WESTPORT
CONNECTICUT

TOWN OF BETHLEHEM
NEW YORK

GREENSFARMS ACADEMY
CONNECTICUT

MOHAWK GOLF CLUB
NEW YORK

TOWN OF ROXBURY CT
CONNECTICUT

LAFARGE HOLCIM
NEW YORK

SK REAL ESTATE
NORTHEAST & MIDWEST

BARNSTABLE COUNTY FAIR
MASSACHUSETTS

BRIDGEWEST FINANCIAL
CALIFORNIA

CARRIER CORP
NEW YORK

VILLAGE OF COBLESKILL
NEW YORK

CITY OF WATERVLIET
NEW YORK

TOWN OF NEWTON
CONNECTICUT

TOWN OF EAST HAVEN
CONNECTICUT

SOUTH NORWALK
ELECTRIC AND WATER
CONNECTICUT
Silgan Containers Completes a 1.5 MW Solar Project at Edison NJ Facility

In 2018, Silgan Containers completed their first renewable energy project with a 1.5 MW solar array at their Edison NJ facility. As the largest provider of metal food packaging in the United States, Silgan Containers is trusted by America’s most respected brands including Campbell’s Soup, Hormel Spam® and Del Monte. This roof top system supports Silgan’s strong commitment to reducing their customers supply chain costs and environmental impact.

Cost Savings and Environmental Impact

Since Silgan Containers was founded, they have focused on continuous improvements that have delivered positive results, economically and environmentally, for their customers. Over the 25 year life of the solar facility, it is estimated to save $5.4 million in cost and will also reduce Greenhouse gas emissions equivalent to an average passenger vehicle driving 82 million miles or CO₂ emissions from consuming 77,536 barrels of oil.*

*Source: United States EPA Greenhouse Gas Equivalencies Calculator
Copyright © 2018, Solomon Energy. All Rights Reserved.
On February 21, 2019, the Audit and Finance Committee reviewed the responses to the Checklist for the Initial Review of Chief Fiscal Officer’s Records for the years ended 2017 and 2018. In addition to completing the checklist, the Committee performed a walk-through of the following processes: daily collection/deposit or overnight safe keeping of cash, cash disbursements, bank reconciliation with underlying records and maintenance of certain supporting details of accounts for all funds that had cash transactions. We examined appropriate documentation that supports the process as described by the Clerk to the Supervisor. We also made observations during the review and performed subsequent procedures to ascertain additional facts and understanding of certain circumstances.

In addition, the Supervisor and the Clerk to the Supervisor discussed with us concerns and circumstances they have noted that we could assist in resolving. The Committee offered suggestions and the Supervisor has and is taking corrective action. The Committee concurs with the approach and actions the Supervisor is taking. As required, the Supervisor will advise and seek additional approvals of the Town Board.

The overall process for these fiscal years under review was sufficient to support this report to the Town Board.

Generally, the record keeping of the Town Supervisor is excellent and no discrepancies were found in the completed checklists.

The Audit and Finance Committee recommends no further review of the New Scotland Town Supervisor records for the years ended 2017 and 2018.

Respectfully Submitted,
Patricia Snyder,
Dan Leinung and
Darryl Purinton
<table>
<thead>
<tr>
<th>Account Description</th>
<th>Fee Description</th>
<th>Account#</th>
<th>Qty</th>
<th>Local Share</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1090 Int &amp; Pen RP Taxes</td>
<td>A1090 Int &amp; Pen RP Taxes</td>
<td>A1090</td>
<td>1</td>
<td>2,831.42</td>
</tr>
<tr>
<td>A1289 Other Gen. Gov. Income</td>
<td>A1289 Other Gen. Gov. Income</td>
<td>A1289</td>
<td>1</td>
<td>30.00</td>
</tr>
<tr>
<td>A2001R Pavilion Deposits</td>
<td>A2001R Pavilion Deposits</td>
<td>A2001R</td>
<td>3</td>
<td>275.00</td>
</tr>
<tr>
<td>A2001R Softball Field Deposit</td>
<td>A2001R Softball Field Deposit</td>
<td>A2001R</td>
<td>1</td>
<td>250.00</td>
</tr>
<tr>
<td>A2130 Transfer Station</td>
<td>A2130 Transfer Station</td>
<td>A2130</td>
<td>4</td>
<td>1,375.00</td>
</tr>
<tr>
<td>A2610 Justice Court Fees</td>
<td>A2610 Justice Court Fees</td>
<td>A2610</td>
<td>2</td>
<td>8,831.00</td>
</tr>
<tr>
<td>A2701 Refund Prior Yrs Expend</td>
<td>A2701 Refund Prior Yrs Expend</td>
<td>A2701</td>
<td>1</td>
<td>4,442.22</td>
</tr>
<tr>
<td>A2705 Senior Van Rides</td>
<td>A2705 Senior Van Rides</td>
<td>A2705</td>
<td>12</td>
<td>686.75</td>
</tr>
<tr>
<td>A2709 Retiree Ins. H Reilly</td>
<td>A2709 Retiree Ins. H Reilly</td>
<td>A2709</td>
<td>1</td>
<td>134.76</td>
</tr>
<tr>
<td>A2801</td>
<td>A2801</td>
<td>A2801</td>
<td>1</td>
<td>558.35</td>
</tr>
<tr>
<td>B1560 Safety Inspection Fees</td>
<td>B1560 Building Permits</td>
<td>B1560</td>
<td>11</td>
<td>1,278.00</td>
</tr>
<tr>
<td>B1601 Public Health Fees</td>
<td>B1601 Death Certificate Copies</td>
<td>B1601</td>
<td>3</td>
<td>100.00</td>
</tr>
<tr>
<td>B2110 Zoning</td>
<td>B2110 Zoning</td>
<td>B2110</td>
<td>6</td>
<td>300.00</td>
</tr>
<tr>
<td>B2709 Retiree Ins. Cantlin</td>
<td>B2709 Retiree Ins. Cantlin</td>
<td>B2709</td>
<td>1</td>
<td>134.76</td>
</tr>
<tr>
<td>Clerk Fees</td>
<td>A1255 Marriage Transcript</td>
<td>A1255</td>
<td>2</td>
<td>20.00</td>
</tr>
<tr>
<td>DB2560 Right of Way Permit</td>
<td>DB2560 Right of Way Permit</td>
<td>DB2560</td>
<td>1</td>
<td>150.00</td>
</tr>
<tr>
<td>DB2590 911 Application Fee</td>
<td>DB2590 911 Application Fee</td>
<td>DB2590</td>
<td>1</td>
<td>25.00</td>
</tr>
<tr>
<td>DB2709 Retiree Ins. D Kawczak</td>
<td>DB2709 Retiree Ins. D Kawczak</td>
<td>DB2709</td>
<td>1</td>
<td>222.00</td>
</tr>
<tr>
<td>DB2801 Animal Fuel Reimb.</td>
<td>DB2801 Animal Fuel Reimb.</td>
<td>DB2801</td>
<td>1</td>
<td>571.67</td>
</tr>
</tbody>
</table>

Sub-Total: $2,831.42
Sub-Total: $30.00
Sub-Total: $275.00
Sub-Total: $250.00
Sub-Total: $1,375.00
Sub-Total: $8,831.00
Sub-Total: $4,442.22
Sub-Total: $686.75
Sub-Total: $134.76
Sub-Total: $558.35
Sub-Total: $1,278.00
Sub-Total: $100.00
Sub-Total: $300.00
Sub-Total: $134.76
Sub-Total: $20.00
Sub-Total: $150.00
Sub-Total: $25.00
Sub-Total: $222.00
Sub-Total: $571.67
<table>
<thead>
<tr>
<th>Account Description</th>
<th>Fee Description</th>
<th>Account#</th>
<th>Qty</th>
<th>Local Share</th>
</tr>
</thead>
<tbody>
<tr>
<td>DB2801 Senior Veh Fuel Reimb.</td>
<td>DB2801 Senior Veh Fuel Reimb.</td>
<td>DB2801</td>
<td>1</td>
<td>243.88</td>
</tr>
<tr>
<td>Dog Licensing</td>
<td>Female, Spayed</td>
<td>A2544</td>
<td>23</td>
<td>103.50</td>
</tr>
<tr>
<td>Dog Licensing</td>
<td>Female, Unspayed</td>
<td>A2544</td>
<td>1</td>
<td>12.50</td>
</tr>
<tr>
<td>Dog Licensing</td>
<td>Male, Neutered</td>
<td>A2544</td>
<td>21</td>
<td>94.50</td>
</tr>
<tr>
<td>Dog Licensing</td>
<td>Male, Unneutered</td>
<td>A2544</td>
<td>2</td>
<td>25.00</td>
</tr>
<tr>
<td>Dog Licensing</td>
<td>Replacement Tags</td>
<td>A2544</td>
<td>1</td>
<td>0.00</td>
</tr>
<tr>
<td>Kensington Woods Sewer District</td>
<td>SKW2122 Kensington Woods Sewer District</td>
<td>SKW2122</td>
<td>1</td>
<td>250.00</td>
</tr>
<tr>
<td>Kensington Woods Water</td>
<td>WKW2144 Kensington Woods Water Usage</td>
<td>WKW2144</td>
<td>2</td>
<td>1,663.82</td>
</tr>
<tr>
<td>Marriage Lic.</td>
<td>MARRIAGE LICENSE FEE</td>
<td>A1255</td>
<td>3</td>
<td>52.50</td>
</tr>
<tr>
<td>Other Public Safety Dept.</td>
<td>B1589 Other Public Safety Dept.</td>
<td>B1589</td>
<td>3</td>
<td>90.00</td>
</tr>
<tr>
<td>Other Revenue</td>
<td>Transfer Station Permit</td>
<td>A2130</td>
<td>3</td>
<td>30.00</td>
</tr>
<tr>
<td>SA2701 Refund Prior Yrs Expend</td>
<td>SA2701 Refund Prior Yrs Expend</td>
<td>SA2701</td>
<td>1</td>
<td>45.75</td>
</tr>
<tr>
<td>SS0360 Usage</td>
<td>SS0360 Usage</td>
<td>SS0360</td>
<td>4</td>
<td>16,826.57</td>
</tr>
<tr>
<td>TB0625 Engineering Trust</td>
<td>TB0625 Engineering Trust</td>
<td>TB0625</td>
<td>4</td>
<td>20,800.00</td>
</tr>
<tr>
<td>TD2089 Park Land Reserves</td>
<td>TD2089 Park Land Reserves</td>
<td>TD2089</td>
<td>1</td>
<td>400.00</td>
</tr>
<tr>
<td>Transportation Other Governments</td>
<td>A2300 Transportation Other Governments</td>
<td>A2300</td>
<td>2</td>
<td>710.60</td>
</tr>
<tr>
<td>WC0350 Water Usage</td>
<td>WC0350 Water Usage</td>
<td>WC0350</td>
<td>6</td>
<td>8,200.49</td>
</tr>
<tr>
<td>WCC 0350 Estates Water Usage</td>
<td>WCC 0350 Estates Water Usage</td>
<td>WCC 0350</td>
<td>3</td>
<td>9,932.83</td>
</tr>
<tr>
<td>WF Water Usage</td>
<td>WF0350 Water Usage</td>
<td>WF0350</td>
<td>6</td>
<td>24,357.45</td>
</tr>
<tr>
<td>WG0350 Water Usage</td>
<td>WG0350 Water Usage</td>
<td>WG0350</td>
<td>4</td>
<td>2,599.37</td>
</tr>
</tbody>
</table>

Sub-Total: $2,599.37
<table>
<thead>
<tr>
<th>Account Description</th>
<th>Fee Description</th>
<th>Account#</th>
<th>Qty</th>
<th>Local Share</th>
</tr>
</thead>
<tbody>
<tr>
<td>WH0350 Water Usage</td>
<td>WH0350 Water Usage</td>
<td>WH0350</td>
<td>5</td>
<td>22,335.11</td>
</tr>
<tr>
<td>WH2144 Water Meter Purchase</td>
<td>WH2144 Water Meter Purchase</td>
<td>WH2144</td>
<td>1</td>
<td>250.00</td>
</tr>
<tr>
<td>WKWO350 Kensington Woods Water Usage</td>
<td>WKWO350 Kensington Woods Water Usage</td>
<td>WKWO350</td>
<td>1</td>
<td>802.42</td>
</tr>
<tr>
<td>WN0350 Water Usage</td>
<td>WN0350 Water Usage</td>
<td>WN0350</td>
<td>6</td>
<td>6,484.15</td>
</tr>
<tr>
<td>WNS Water Usage</td>
<td>WNS Water District Usage</td>
<td>WNS0350</td>
<td>4</td>
<td>7,141.59</td>
</tr>
<tr>
<td>WS Water Usage</td>
<td>WS0350 Water Usage</td>
<td>WS0350</td>
<td>5</td>
<td>13,186.91</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Sub-Total:</strong></td>
<td><strong>Sub-Total:</strong></td>
<td></td>
<td></td>
<td><strong>$158,854.87</strong></td>
</tr>
<tr>
<td>Amount paid to: NYS Ag. &amp; Markets for spay/neuter program</td>
<td></td>
<td></td>
<td></td>
<td>53.00</td>
</tr>
<tr>
<td>Amount paid to: State Health Dept. For Marriage Licenses</td>
<td></td>
<td></td>
<td></td>
<td>67.50</td>
</tr>
<tr>
<td><strong>Total State, County &amp; Local Revenues:</strong></td>
<td><strong>Total Non-Local Revenues:</strong></td>
<td><strong>$158,975.37</strong></td>
<td><strong>$120.50</strong></td>
<td></td>
</tr>
</tbody>
</table>

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.

Diane Deschenes
Supervisor
4/1/19

Town Clerk
4/1/19
TO THE SUPERVISOR OF THE TOWN OF NEW SCOTLAND, N. Y.

Pursuant to Section 27, Subd. 1 of the Town Law, I hereby make the following statement of all Fees and Moneys received by me during the
month of March 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>3/05</td>
<td>Meyers F.H.</td>
<td>Death Certificate</td>
<td>$60.00</td>
</tr>
<tr>
<td>3/21</td>
<td>Reilly &amp; Son F.H.</td>
<td></td>
<td>$30.00</td>
</tr>
<tr>
<td>3/26</td>
<td>Meyers F.H.</td>
<td></td>
<td>$10.00</td>
</tr>
</tbody>
</table>

**TOTAL**: $100.00

STATE OF NEW YORK

COUNTY OF Delaware

TOWN OF New Scotland

Patricia Barber, Register

I, being duly sworn, say that she is the Register of such Town; that the foregoing is a full and true statement of all Fees and Moneys received by me 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 April 2019

RECEIPT OF SUPERVISOR

Total amount Fees Remitted to the Supervisor $..............................

RECEIVED PAYMENT

Dated 4-3-2019

Supervisor
March 6, 2019

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

Dear Supervisor LaGrange and Members of the Town Board:

In an effort of keeping the Board apprised of the Town Justice activities, the following is my Activity Report for calendar year 2018:

During the year I disposed of 919 cases and collected $106,343.50 in fines, surcharges and fees.

The matters disposed include:

815  Vehicle and Traffic Law cases (13 DWIs)
64   Penal Law cases
17   Parks and Recreation Law cases
4    Civil cases
3    Local Law cases
2    Public Health Law case
1    Regulatory Law
4    Agriculture Markets Law
7    Environmental Conservation Law
2    Alcohol Beverage Control Law

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

Respectfully Submitted,

Robert W. Johnson, Ill
Town Justice
April 1, 2019

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

Dear Supervisor LaGrange and Members of the Town Board:

Per your request, the following is a summary of the cases that I have handled for MARCH 2019.

STARTED: 67
(both Judges)

CLOSED: 57

Money collected: $6,150

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 14, 2019

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

Dear Members of the Town Board:

Per your request, the following is a summary of the cases that I handled for the month of February 2019:

- Started Cases – 58 (Both Judges)
- Closed Cases - 29

Money collected - $4,854.00

Sincerely,

David J. Wukitsch
Town Justice

7– Site Visits
8 - Construction inspections
5- Plan Reviews
8- Permits issued
3- C.O.’s issued
3-Applications submitted to ACPB
20-SW Construction site reports reviewed
0-New Foil Request
14-Meetings with applicants, agents, and town employees
1-Minor Subdivision approved. (Lot line adjustment for Lands of Wukitsch/Gibson)

Time out of the office during the month
1 day – NYSBOC training
1 day – Stormwater working group meeting- Coalition headquarters (County Health Building)
1 day 2019 Saratoga County Planning and Zoning Conference

Items of Interest:

1) 2 Separate violations. Update: Use Variance and Appeals received and set for Tommells was
to be post-poned by applicant’s attorney..
2) Two separate site visits to Mr. Hogan residence to inspect holiday lights. Holiday lights
were no on when site visits were conducted. No violations on site. Call was made into
Hogan to have Christmas lights removed in January and received call from Amedore’s
office in February about a call to complain about my request. After a discussion, an email
was sent stating that their office took no exception to my enforcement.

Jeremy Cramer
Building/Zoning Administrator

5- Fire safety inspections or follow-ups

18 - Site visits

21 - Construction inspections

7 – Plan reviews

1 – Fire call or follow-up

10 – Vacant houses being monitored

3 hrs - Training/ Nysboc meeting

Violations.

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

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

2107 Tarrytown Rd. - Cover all shed without a permit, possible commercial wood business, Industrial equipment and a large amount of split wood and logs on site. Meeting with the owner in my office. He agreed to come up with a plan to make the wood cutting use more in line with what would normally be associated with a rural single family lot, also he will apply for a permit for the shed (removal of some logs and split wood started)

107 Normanskill and 44 New Salem so. - Chickens on an undersized lot. Violation notice sent. Both owners in for Special use permit applications. 107 on February’s agenda and 44 is on the March agenda for the planning board. (still active) 107 Normanskill Received PB approval.

58 Spore rd. - Pool without permit. Warning letter sent awaiting reply. (site visit planned)

1409 Indian fields rd. – Deck without permit. Owner contracted and is working on permit application. -permit issued violation closed.
Violations continued

156 Maple rd. - Goats on an under size lot. Owner contacted and application for a special use permit was summited. Application is on the February planning board agenda. Owner requested to move goat pen off of town property as soon as the weather allows. (still active)

3 Stove Pipe – A side deck without permit. Owner contacted. I am working with him to complete his permit application. (permit issued)

397 Rowe rd. – Pool without the required fencing. Warning Letter sent, awaiting reply -site visit planned

Vacant houses 3/2019 being monitored

58 North road (owner is elderly and in poor health not living there for some time)

154 Clipp – unsafe building by town law

2123 Delaware – waiting for the county to take

2459 Delaware - waiting for the county to take

1773 Tarrytown - in foreclosure

196 Font grove – in foreclosure

10 Toll gate – owner contacted vacant but not abandon

167 State farm – in limbo

76 State farm - reverse mortgage, way under water – in limbo

3 Rock hill - abandon reason unknown

#
# Pay the Bills
**April 10, 2019**

<table>
<thead>
<tr>
<th>Abstract #</th>
<th>Vouchers</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>20190405-20190501</td>
<td></td>
<td>$113,773.67</td>
</tr>
</tbody>
</table>

### Prepays

<table>
<thead>
<tr>
<th>Abstract#</th>
<th>Vouchers</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2118</td>
<td>20190370</td>
<td>$72.40</td>
</tr>
<tr>
<td>2119</td>
<td>20190371</td>
<td>$74.34</td>
</tr>
<tr>
<td>2120</td>
<td>20190372</td>
<td>$167.12</td>
</tr>
<tr>
<td>2121</td>
<td>20190373</td>
<td>$26.63</td>
</tr>
<tr>
<td>2122</td>
<td>20190374</td>
<td>$394.74</td>
</tr>
<tr>
<td>2123</td>
<td>20190375</td>
<td>$23.85</td>
</tr>
<tr>
<td>2124</td>
<td>20190376</td>
<td>$55.75</td>
</tr>
<tr>
<td>2125</td>
<td>20190377</td>
<td>$235.82</td>
</tr>
<tr>
<td>2126</td>
<td>20190378</td>
<td>$67.15</td>
</tr>
<tr>
<td>2127</td>
<td>20190379</td>
<td>$181.48</td>
</tr>
<tr>
<td>2128</td>
<td>20190380</td>
<td>$777.06</td>
</tr>
<tr>
<td>2129</td>
<td>20190381</td>
<td>$439.46</td>
</tr>
<tr>
<td>2130</td>
<td>20190382</td>
<td>$182.90</td>
</tr>
<tr>
<td>2131</td>
<td>20190383</td>
<td>$29.53</td>
</tr>
<tr>
<td>2132</td>
<td>20190384</td>
<td>$347.66</td>
</tr>
<tr>
<td>2133</td>
<td>20190385</td>
<td>$23.82</td>
</tr>
<tr>
<td>2134</td>
<td>20190386</td>
<td>$188.09</td>
</tr>
<tr>
<td>2135</td>
<td>20190387</td>
<td>$41.77</td>
</tr>
<tr>
<td>2136</td>
<td>20190388-20190391</td>
<td>$1,236.59</td>
</tr>
<tr>
<td>2137</td>
<td>20190392</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>2138</td>
<td>20190393-20190395</td>
<td>$827.94</td>
</tr>
<tr>
<td>2139</td>
<td>20190396-20190399</td>
<td>$34,229.51</td>
</tr>
<tr>
<td>2140</td>
<td>20190400-20190403</td>
<td>$12,487.26</td>
</tr>
<tr>
<td>2141</td>
<td>20190404</td>
<td>$1,472.40</td>
</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>
</thead>
<tbody>
<tr>
<td>Contingency</td>
<td>A1990.4</td>
<td>Bldg./Comm. Ctr./equip.</td>
<td>A1622.2</td>
<td>$1,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>To move appropriation from Contingency to Buildings/Comm. Center/equipment for down payment for new sign at community center.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contingency</td>
<td>B1990.4</td>
<td>Workers’ Comp. Ins.</td>
<td>B9040.8</td>
<td>$35.47</td>
</tr>
<tr>
<td></td>
<td></td>
<td>To appropriate money from fund balance to Workers’ Comp. Ins. for amount over budget.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Service Charges</td>
<td>SKW2122</td>
<td>Sewer Treatment and Disposal/contr.</td>
<td>SKW8130.4</td>
<td>$919.63</td>
</tr>
<tr>
<td></td>
<td></td>
<td>To increase both revenue/service charges and expenditure/sewer treatment and disposal/contractual for training not budgeted.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fund Balance</td>
<td>WC0909</td>
<td>Attorney fee</td>
<td>WC1420.4</td>
<td>$40.78</td>
</tr>
<tr>
<td></td>
<td></td>
<td>To appropriate money from fund balance to attorney fee for amount over budget.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fund Balance</td>
<td>WCC0909</td>
<td>Workers’ Comp. Insurance</td>
<td>WCC9040.8</td>
<td>$.63</td>
</tr>
<tr>
<td></td>
<td></td>
<td>To appropriate money from fund balance to Workers’ Comp. Ins. for amount over budget.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Metered Water Rents</td>
<td>WF2140</td>
<td>Workers’ Comp. Insurance</td>
<td>WF9040.8</td>
<td>$3.03</td>
</tr>
<tr>
<td></td>
<td></td>
<td>To increase both revenue/metered water rents and expenditure/workers’ comp. insurance for amount over budget.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Metered Water Rents</td>
<td>WFW2140</td>
<td>BAN Interest</td>
<td>WF9730.7</td>
<td>$639.71</td>
</tr>
<tr>
<td></td>
<td></td>
<td>To increase both revenue/Metered Water Rents and Expenditures/BAN Interest for amount over budget.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fund Balance</td>
<td>WG0909</td>
<td>Workers’ Comp. Insurance</td>
<td>WG9040.8</td>
<td>$.51</td>
</tr>
<tr>
<td></td>
<td></td>
<td>To appropriate money from fund balance to Workers’ Comp. Ins. for amount over budget.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Metered Water Rents</td>
<td>WKW2140</td>
<td>Workers’ Comp. Insurance</td>
<td>WKW9040.8</td>
<td>$.39</td>
</tr>
<tr>
<td></td>
<td></td>
<td>To increase both revenue/metered water rents and expenditure/workers’ comp. insurance for amount over budget.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fund Balance</td>
<td>WN0909</td>
<td>Trans./Distrib./contr.</td>
<td>WN8340.4</td>
<td>$820.72</td>
</tr>
<tr>
<td></td>
<td></td>
<td>To appropriate money from fund balance to Transmission/Distribution/contractual for amount over budget – installation of chlorine pump.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fund Balance</td>
<td>WN0909</td>
<td>Workers’ Comp. Ins.</td>
<td>WN9040.8</td>
<td>$2.48</td>
</tr>
</tbody>
</table>
|                     |          | To appropriate money from fund balance to Workers’ Comp. Ins. for amount over budget.
To appropriate money from fund balance to Workers' Comp. Ins. for amount over budget.

<table>
<thead>
<tr>
<th>Fund Balance</th>
<th>Workers’ Comp. Ins.</th>
<th>WNS9040.8</th>
<th>$2.23</th>
</tr>
</thead>
</table>

To appropriate money from fund balance to Workers' Comp. Ins. for amount over budget.

<table>
<thead>
<tr>
<th>Fund Balance</th>
<th>Workers’ Comp. Ins.</th>
<th>WS9040.8</th>
<th>$1.02</th>
</tr>
</thead>
</table>

To appropriate money from fund balance to Workers' Comp. Ins. for amount over budget.

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