1. Call to Order

2. Pledge of Allegiance

3. State of the County discussion by Albany County Executive Daniel P. McCoy

4. Presentation by Louise Gava of MEGA re: Community Choice Aggregation

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

6. Approval of the Minutes of the Following:
   - May 8, 2019            Regular Town Board Meeting
   - May 16, 2019          Special Town Board Meeting – Bid Opening
   - May 23, 2019          Special Town Board Meeting

   Announcements:
   - LS Power Grid NY Marcy to New Scotland Electric Transmission Upgrade Project public information meeting June 20th at Guilderland Town Hall


8. Discussion re: planning Board request for authorization to utilize a cluster design in relation to Major Subdivision Sketch Plat Application #638 on Krumkill Road.

9. Discussion/Action re: Facility Use Agreements with Board of Election regarding Town Hall and Community Center

10. Supervisor LaGrange requests approval to declare the DPW 1987 14' tow behind trailer as surplus

11. Discussion/Action re: recommendation from Stantec Engineering – results of request for proposals for VFDs for Swift Rd. Water District

12. Highway/Parks:
   - Discussion/Action re: hiring of seasonal employees at a rate of $12.50 per hour
   - Resolution re: Undertaking for the benefit of the NYS Department of Transportation in connection with work affecting state highways
   - Discussion/Action re: funding for new highway garage furnace
13. **Krumkill Road FHWA Project:**
   - Resolution amending Capital Project HKR resolution
   - Resolution authorizing implementation and funding of federal-aid project and appropriating funds therefore
   - Resolution authorizing revised Supplemental Agreement No. 1 to contract D035923 for the Krumkill Rd. FHWA Project amending previously adopted Schedule A and Schedule B
   - Bid results and award recommendation re: Krumkill Rd. FHWA Project

14. **Discussion/Action re: proposal from Robert Wright Disposal, Inc. to amend May 15, 2016 contract for solid waste and recyclables collection**

15. **Discussion/Action: Grant application for Hilton Barn and Hilton Park improvements**

16. **Request from New Salem Volunteer Fire for approval for financing of replacement of Station #2 building**

17. **Liaison Reports:**
   - Douglas LaGrange update re: LED conversion at Community Center

18. **Departmental Monthly Reports:**
   - Town Clerk, May 2019
   - Registrar, May 2019
   - Justice Johnson, April & May 2019
   - Justice Wukitsch, April & May 2019
   - Building Dept., 2019
   - Code Enforcement, 2019

19. **Pay the Bills**

20. **Approve any Budget Modifications**

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

22. **Possible motion for executive session to discuss a legal matter**

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

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

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

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

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

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

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

What is the financial responsibility for participating municipalities?
Administration and operation costs incurred by the Community Choice Aggregation program may be covered through an administration fee paid by customers per kilowatt-hour (kWh) or them. This fee is negotiated with the energy service provider that will be selected during the Community Choice Aggregation Administrator's competitive procurement process. The utility may charge additional fees for customer-related data.
Is Community Choice Aggregation considered “green”?

Depending on local needs and priorities, communities may elect to provide a 100 percent renewable energy product as the default supply mix. This choice will significantly increase the environmental benefits of the Community Choice Aggregation program, but may cost somewhat more than a nonrenewable product. Other Community Choice Aggregation programs may provide customers with power supply mix options. For example, a Community Choice Aggregation program may offer a basic option, a green option, or something in between. In this case, individual customers are given full discretion over which option they choose. In either case, the Community Choice Aggregation Administrator may seek prices for a range of product types and then decide which option is best to meet local needs.

What are distributed energy resources and how can they be integrated into a Community Choice Aggregation program?

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

What is needed before implementing a Community Choice Aggregation program?

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

Does my community need to pass a local law to enable Community Choice Aggregation?

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

What is the purpose of a Community Choice Aggregation Implementation Plan?

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

What is a Data Protection Plan?

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

How will account numbers and related information be kept confidential?

The agreement between the participating municipalities, Community Choice Aggregation Administrator, and ESCOs will contain data security provisions for all parties to protect the privacy of account level data.

How can communities join together to form a Community Choice Aggregation program?

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

**How can Community Choice Aggregation Administrators procure the energy supply bid?**

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

**How are Community Choice Aggregation programs funded?**

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

**Will the same ESCO be used for both electric and natural gas procurement?**

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

**How much will I save?**

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

**What if I don’t want to participate?**

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

**Will my taxes go up?**

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

**How will customers currently getting net metering credits be affected?**

Customers with rooftop solar will not be affected.

**If customers opt out after the contract has commenced, how will that affect their service?**

Service will not be interrupted. The account will be transferred back to the utility at the end of the following billing period.

**Will customers be informed at the end of the first contract that they may be switched to a new supplier, and then be given another chance to opt-out?**

Yes. All participating customers will receive notification of the change along with the new price and all of the opt-out methods.

**Is my community eligible for technical assistance and grant funding through NYSERDA’s Clean Energy Communities Program?**

In addition to providing tools, resources, and technical assistance, NYSERDA’s Clean Energy Communities Program provides recognition and grants of up to $250,000 to communities that complete four out of the 10 High Impact Actions. Community Choice Aggregation is one of the High Impact Actions. To demonstrate completion of this action, the applying jurisdiction must submit a copy of the adopted legislation authorizing the municipality’s participation in an opt-out Community Choice Aggregation program. In addition, the applying jurisdiction must submit a copy of an executed electric service agreement between the applying jurisdiction and an ESCO to supply electricity to participating customers on an opt-out basis that is a 100 percent renewable clean energy product mix produced in North America and certified by Green-e. Visit nysersa.ny.gov/cec for more information. For technical assistance to support the implementation of Community Choice Aggregation, municipal officials can email cec@nysersa.ny.gov with questions.
May 28, 2019

Dear Neighbor,

I’m pleased to share with you that LS Power Grid New York (LS Power) will begin work designing and permitting electric transmission upgrades to rebuild aging infrastructure and enable clean power to flow more efficiently across the state’s electric grid. I’d like to invite you to join us at any of the following informational open houses to learn more about this project:

- Monday, June 17 4:30-7:30pm  Montgomery County Annex Building, 20 Park St, Room 214, Fonda, NY 12068
- Tuesday, June 18 4:30-6:30pm  North Utica Senior Citizens Community Center, 50 Riverside Dr, Utica, NY 13502
- Tuesday, June 18 7-9pm  Herkimer College, 100 Reservoir Road, Robert McLaughlin College Center Room 262, Herkimer, NY 13350
- Thursday, June 20 5-7pm  Duanesburg Town Hall, 5853 Western Turnpike, Duanesburg, NY 12056
- Thursday, June 20 7-9pm  Guilderland Town Hall, 5209 Western Turnpike, Guilderland, NY 12084

These will be an open format in which you’re welcome to arrive whenever is most convenient for you. You’ll be greeted by myself or a colleague and can visit informative stations about the various aspects of the project, spending as much or as little time as you’d like. Each station will have experts ready to listen to your ideas and answer any questions you may have.

As you may be aware, in April 2019, LS Power and its partner, the New York Power Authority (NYPA), were selected for this project by the state’s grid operator, the New York Independent System Operator (NYISO). This marked the last step in a five-year process that included substantial public and stakeholder involvement. The process was designed to identify the most efficient and cost-effective electric transmission upgrades to reduce congestion, improve reliability, and provide better access to renewable resources around New York State.

The project includes two new substations and upgrades within approximately 100 miles of existing electric transmission corridors between the Edic substation in Marcy, Oneida County and New Scotland, Albany County. For much of the length, the project will replace existing structures – some nearly 60 years old – with modern technology, greatly reducing footprints within the current right-of-way while allowing more electricity to flow more efficiently.

This is one of a series of opportunities for public input. The process includes LS Power submitting an Article VII application to the New York Public Service Commission late this summer for full review and authorization by the Commission. Ultimately, construction is targeted to begin in late 2020 or early 2021, and the upgrades are planned to be placed in service as part of the New York electrical system by the end of 2023.

I look forward to seeing you at an open house meeting and discussing the project with you. Until then, for more information visit www.LSPGridNewYork.com.

Thank You.

Casey Carroll
Director, Project Development
ccarroll@lspower.com

1700 Broadway, 35th Floor, New York, NY 10019
(518) 888-2047 • www.LSPGridNewYork.com
Proposed
Town of New Scotland
Local Law C of the year 2019

A Law Amending the Town of New Scotland Zoning Law in relation to municipal solar facilities.

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

SECTION I. BACKGROUND, PURPOSE AND FINDINGS

In July, 2017 the Town of New Scotland enacted Local Law 5 of 2017 (the “Solar Law”), which amended Chapter 190 of the Code of the Town of New Scotland and established special regulations regarding solar collector systems. Among other things, Local Law 5 of 2017 includes regulations for Large-Scale Solar projects and ground mounted solar energy systems.

In August, 2018, the State of New York, through the New York State Energy Research and Development Authority (NYSERDA), announced a policy of encouraging development of solar collector systems on municipal properties, including former landfills and brownfield sites. NYSERDA provided a “toolkit” to municipalities to facilitate development of solar projects on such properties. Since closed landfills cannot be developed for other uses, they are under-utilized properties that are especially well suited for solar collector systems. NYSERDA also provides certain financial incentives for development of solar collector systems on landfills and brownfield sites.

NYSERDA’s program coincides with other legal developments designed to encourage development of solar projects and streamline the approval process. In January, 2019, the regulations applicable to the State Environmental Quality Review Act (SEQRA) were amended. The regulations now provide that solar energy installations involving 25 acres or less on closed landfills and certain “brownfield” sites are “Type II” actions, exempt from the requirement of SEQRA environmental review.

This Local Law is intended to adopt provisions recommended by NYSERDA and streamline the approval process for solar collector systems and solar storage battery facilities sited on closed municipal landfill sites. It is the intent of the Town to encourage development of solar collector systems on municipal properties, maximize potential for solar energy development on closed landfills, and maximize the resources of the Town in relation to under-utilized landfills.
SECTION II. AMENDMENTS

Chapter 190, Section 190-57-A of the Code of the Town of New Scotland entitled “Town of New Scotland Zoning Law,” is hereby amended as follows:

A. Subsection (A), entitled “Definitions,” is hereby amended by addition the following definition:

**Municipal Solar Facility** – A solar collector facility sited on: a) land owned by the Town of New Scotland; and (b) which involves 25 acres or less of physical alteration of a closed landfill.

B. Part II, Subsection (G) is amended by adding the following subsection:

6. Notwithstanding the provisions of Subsection (C)(6) and Subsection (G)(1)-(4) of Section 190-57-A of the Zoning Law, a Municipal Solar Facility which satisfies the criteria for a Type II action under 6 NYCRR § 627.5(14) of the State Environmental Quality Review Act (“SEQRA”):

   a. Shall not require a Special Use Permit or Site Plan Approval from the Town Planning Board; and

   b. Is exempt from the set back, bulk, area, front and side yard set back requirements and all other siting and utility connection restrictions set forth in Subsection (G)(4) of the Solar Law.

In lieu of a Special Use Permit, private developers leasing land from the Town of New Scotland for a Municipal Solar Facility shall, prior to construction and installation, (i) apply for and obtain a Building Permit and Unified Solar Permit from the Building Department, (ii) provide proof of New York State Department of Environmental Conservation (NYSDEC) approval of a post-closure modification plan for the closed landfill, and (iii) agree, in writing, to adhere to the approved post-closure monitoring and maintenance operations manual as required by 6 NYCRR Part 360. The Building Inspector shall not issue a permit for a Municipal Solar Facility unless the developer presents a signed lease with the Town for such facility and complies with the application requirements regarding a decommissioning plan, as set forth in Subsection (G)(5) and (H) of the Solar Law.

7. A Solar Storage Battery facility is a permitted use in the RA zoning district provided it is: (A) sited and constructed on a closed landfill owned by the Town of New Scotland, and (B) the Town Board approves a lease for the construction, operation, and
decommissioning of such Solar Storage Battery facility. A Solar Storage Battery facility located on property owned by the Town of New Scotland shall not require a Special Use Permit or Site Plan Approval from the Town Planning Board

SECTION III. AUTHORITY

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

SECTION IV. VALIDITY

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

SECTION V. REPEAL OF OTHER LAWS

All local laws in conflict with provisions of this local law are hereby superseded. This local law supersedes any inconsistent provisions in Chapter 190 of the Town of New Scotland Zoning Law relating to zoning and permitted and special uses.

SECTION VI. EFFECTIVE DATE

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

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

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

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

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

* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.
April 17, 2019

Town Board of the Town of New Scotland

RE: Major Subdivision Sketch Plat Application #638

Pursuant to Section 190-61 of the Town of New Scotland Zoning Law, the Town of New Scotland Planning Board requests authorization to utilize a cluster design alternative to conventional zoning in relation to the above Major Subdivision Sketch Plat Application. A Motion was made and unanimously approved by the Town of New Scotland Planning Board to request such authorization at the Planning Board’s regularly scheduled April 2, 2019 meeting.

A copy of the application along with Sketch Plat is attached hereto.

Charles Voss, Chair
Town of New Scotland Planning Board
FACILITY USE AGREEMENT
BETWEEN
THE COUNTY OF ALBANY
AND
NEW SCOTLAND TOWN HALL

Contract No. 4560 of 2019

This is a Facility Use Agreement made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, on behalf of the Albany County Board of Elections, with a principal place of business located at 112 State Street, Albany, New York 12207 (hereinafter called the “County,”), New Scotland Town Hall, with a principal place of business located at 2029 New Scotland Road, Slingerlands, New York 12159 (hereinafter called the “Facility”).

WHEREAS, under N.Y. Elections Law, the Albany County Board of Elections is required to provide numerous polling sites located within Albany County for the Primary and General Elections for 2019; and

WHEREAS, the Facility has agreed to provide its premises to the Albany County Board of Elections for one of the required polling sites for the Primary and General Elections for 2019; and

WHEREAS, this Facility Use Agreement sets forth the understanding reached by the parties herein;

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE 1: LOCATION, DATES OF USE, AND FEE

1.01 Pursuant to the terms of this Agreement, the Facility hereby grants to the County the use of its Premises located at 2029 New Scotland Road, Slingerlands, NY 12159 (hereinafter called the Premises”) for the purposes of conducting the Primary and General Elections for 2019. The specific dates for which the County shall use the Premises in 2019 are:

Primary Election, Tuesday, June 25, 2019 from 11:30 a.m.—9:30 p.m.

General Election, Tuesday, November 5, 2019 from 5:30 a.m.—9:30 p.m.

1.02 The District agrees to provide use of the Premises locations to the County at no cost to the County.

ARTICLE 2. USE OF THE PREMISES

2.01 The County shall use and occupy the Premises in order to conduct the Primary and General Elections for 2019, and for no other purposes.

ARTICLE 3. INSURANCE

3.01 The County shall provide the Facility with a certificate of insurance for general liability in the amount ONE MILLION AND 00/100 ($1,000,000.00) DOLLARS, naming the Facility as an additional insured.
ARTICLE 4. MISCELLANEOUS

4.01 This Facility Use Agreement shall be governed in all respects by the laws of the State of New York. Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the County, and shall only be heard in the Supreme Court of the State of New York, with venue in Albany County, or if appropriate, in the Federal District Court, with venue in the Northern District of New York.

4.02 The County may, by written notice effective upon mailing or personal delivery to the Facility at the above address, terminate this Facility Use Agreement, in whole or in part at any time: (1) for the County’s convenience; or (2) upon the failure of the Facility to comply with any of the terms or conditions of this Facility Use Agreement.

4.03 During such times that the Premises are being used by the County, the Facility shall ensure that adequate heating, air-conditioning, and ventilation are provided inside the Premises, and shall also ensure that adequate lighting is provided both inside and outside the Premises, including in any area designated for [T]enant and public parking.

4.04 During such times that the Premises are being used by the County, the Facility shall provide a minimum of two (2) adequate tables and eight (8) chairs on the Premises.

4.05 During such times that the Premises are being used by the County, the Facility shall provide continuous convenient access to telephones by the elections inspectors.

4.06 The Facility shall ensure that any public sales of goods or other events being conducted upon the Premises simultaneous to the County’s use of the premises are held in a manner that will not interfere with conducting the elections.

4.07 The Facility shall ensure that the Premises are open to the public for the conduct of the elections on the dates of use by the County during the hours of 11:30 AM to 9:30 PM on Primary Elections Days and 5:30 AM to 9:30 PM on General Election Days. The County shall be permitted to access the Premises commencing at 5:30 AM and to remain upon the Premises until the election process is completed for each election.

4.08 The Facility shall allow the County access to the Premises to deliver and retrieve voting machines during the hours requested by the County for such purpose.

4.09 Neither party is relying upon any statement or representation made by the other that is not embodied in this Agreement.

4.10 This Facility Use Agreement is not perpetual.

4.11 The Facility shall defend, indemnify, and save harmless the County, its agents, representatives, and employees, from and against any and all claims, damages, losses and expenses (including, but not limited to, reasonable attorney’s fees) arising out of or in consequence of any negligent or intentional act or omission of the Facility, its agents, representatives, or employees, to the extent of its or their responsibility for such claims, damages, losses, or expenses.

4.12 The County shall defend, indemnify, and save harmless the Facility, its agents, representatives, and employees, from and against any and all claims, damages, losses, and expenses (included, but not limited to, reasonable attorney’s fees) arising out of or in consequence of any negligent or intentional act
or omission of the County, its agents, representatives, or employees, to the extent of its or their responsibility for such claims, damages, losses, or expenses.

IN WITNESS WHEREOF, the parties hereto have executed this Facility Use Agreement as of the date opposite their respective names.

COUNTY OF ALBANY

DATED: _________________ BY: __________________________
Hon. Daniel P. McCoy
County Executive
or
Philip F. Calderone
Deputy County Executive

NEW SCOTLAND TOWN HALL

DATED: _________________ BY: __________________________
Name
FACILITY USE AGREEMENT
BETWEEN
THE COUNTY OF ALBANY
AND
WYMAN OSTERHOUT COMMUNITY CENTER

Contract No. 4563 of 2019

This is a Facility Use Agreement made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, on behalf of the Albany County Board of Elections, with a principal place of business located at 112 State Street, Albany, New York 12207 (hereinafter called the “County”), and the Wyman Osterhout Community Center, with a principal place of business located at 7 Old Salem Road, Voorheesville, New York 12186 (hereinafter called the “Facility”).

WHEREAS, under N.Y. Elections Law, the Albany County Board of Elections is required to provide numerous polling sites located within Albany County for the Primary and General Elections for 2019; and

WHEREAS, the Facility has agreed to provide its premises to the Albany County Board of Elections for one of the required polling sites for the Primary and General Elections for 2019; and

WHEREAS, this Facility Use Agreement sets forth the understanding reached by the parties herein;

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE 1. LOCATION, DATES OF USE, AND FEE

1.01 Pursuant to the terms of this Agreement, the Facility hereby grants to the County the use of its Premises located at 7 Old Salem Road, Voorheesville, NY 12186 (hereinafter called the Premises”) for the purposes of conducting the Primary and General Elections for 2019. The specific dates for which the County shall use the Premises in 2019 are:

Primary Election, Tuesday, June 25, 2019 from 11:30 a.m.—9:30 p.m.

General Election, Tuesday, November 5, 2019 from 5:30 a.m.—9:30 p.m.

1.02 The District agrees to provide use of the Premises locations to the County at no cost to the County.

ARTICLE 2. USE OF THE PREMISES

2.01 The County shall use and occupy the Premises in order to conduct the Primary and General Elections for 2019, and for no other purposes.
ARTICLE 3. INSURANCE

3.01 The County shall provide the Facility with a certificate of insurance for general liability in the amount ONE MILLION AND 00/100 ($1,000,000.00) DOLLARS, naming the Facility as an additional insured.

ARTICLE 4. MISCELLANEOUS

4.01 This Facility Use Agreement shall be governed in all respects by the laws of the State of New York. Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the County, and shall only be heard in the Supreme Court of the State of New York, with venue in Albany County, or if appropriate, in the Federal District Court, with venue in the Northern District of New York.

4.02 The County may, by written notice effective upon mailing or personal delivery to the Facility at the above address, terminate this Facility Use Agreement, in whole or in part at any time: (1) for the County's convenience; or (2) upon the failure of the Facility to comply with any of the terms or conditions of this Facility Use Agreement.

4.03 During such times that the Premises are being used by the County, the Facility shall ensure that adequate heating, air-conditioning, and ventilation are provided inside the Premises, and shall also ensure that adequate lighting is provided both inside and outside the Premises, including in any area designated for Tenant and public parking.

4.04 During such times that the Premises are being used by the County, the Facility shall provide a minimum of two (2) adequate tables and eight (8) chairs on the Premises.

4.05 During such times that the Premises are being used by the County, the Facility shall provide continuous convenient access to telephones by the elections inspectors.

4.06 The Facility shall ensure that any public sales of goods or other events being conducted upon the Premises simultaneous to the County's use of the premises are held in a manner that will not interfere with conducting the elections.

4.07 The Facility shall ensure that the Premises are open to the public for the conduct of the elections on the dates of use by the County during the hours of 11:30 AM to 9:30 PM on Primary Elections Days and 5:30 AM to 9:30 PM on General Election Days. The County shall be permitted to access the Premises commencing at 5:30 AM and to remain upon the Premises until the election process is completed for each election.

4.08 The Facility shall allow the County access to the Premises to deliver and retrieve voting machines during the hours requested by the County for such purpose.

4.09 Neither party is relying upon any statement or representation made by the other that is not embodied in this Agreement.

4.10 This Facility Use Agreement is not perpetual.

4.11 The Facility shall defend, indemnify, and save harmless the County, its agents, representatives, and employees, from and against any and all claims, damages, losses and expenses (including, but not limited to, reasonable attorney's fees) arising out of or in consequence of any negligent or intentional act
or omission of the Facility, its agents, representatives, or employees, to the extent of its or their responsibility for such claims, damages, losses, or expenses.

4.12 The County shall defend, indemnify, and save harmless the Facility, its agents, representatives, and employees, from and against any and all claims, damages, losses, and expenses (included, but not limited to, reasonable attorney’s fees) arising out of or in consequence of any negligent or intentional act or omission of the County, its agents, representatives, or employees, to the extent of its or their responsibility for such claims, damages, losses, or expenses.

IN WITNESS WHEREOF, the parties hereto have executed this Facility Use Agreement as of the date opposite their respective names.

COUNTY OF ALBANY

DATED: ________________       BY: ______________________
Hon. Daniel P. McCoy
County Executive
or
Philip F. Calderone
Deputy County Executive

WYMAN OSTERHOUT
COMMUNITY CENTER

DATED: ________________       BY: ______________________
Name
June 7, 2019
File: 195115141

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

Reference: Swift Road Water District – Recommendation to Award Contract for Installation of New Variable Frequency Drives for the Swift Road Water District Booster Pumping Station

Dear Supervisor LaGrange,

To address problems with aging pumps and pump control at the Swift Road booster pumping station, Commissioner LaChappelle solicited written quotes from qualified firms to furnish and install new variable frequency drives, new electrical motors, electrical feed lines, connections to controls and associated modifications to the plumbing system.

Three quotes were received. Copies attached for your reference.

The lowest quote is from Emmons Pump and Controls. The original quote was for $27,220 but did not include related wiring modifications. Emmons was re-contacted and electronically submitted a not to exceed price of $4,800 for the required electrical work. Therefor their total price for the complete installation is $32,020.

Emmons Pump and Control is a very qualified firm and has completed other projects with the town. They have provided excellent service when called on for repairs or replacement parts.

We recommend that the contract to furnish and install new variable frequency drives, motors and related work be awarded to Emmons Pump and Control for an amount not to exceed $32,020.

Please contact us if you have any questions or require any additional information.

Regards,

STANTEC CONSULTING SERVICES INC.

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

David Hansen, PE, ENV SP
Project Manager
Phone: (518)218-5813
Fax: (518)452-9234
David.Hansen2@stantec.com

Design with community in mind
NEW SCOTLAND – SWIFT ROAD PUMP STATION CONTROL UPGRADES

1 SJE RHOMBUS CUSTOM DUPLEX CONTROL PANEL
   - TYPE 4, SINGLE-DOOR ENCLOSURE (DE-RATED TO TYPE 1)
   - POWDER COATED STEEL BACKPANEL
   - LIGHTS, OPERATORS, AND INDICATORS MOUNTED ON PANEL EXTERIOR
   - TYPE 1 ENCLOSURE VENT/FAN KIT W/ THERMOSTAT
   - CONTROL CIRCUIT BREAKER, 1-POLE
   - PUMP CIRCUIT BREAKERS, 3-POLE
   - SCHNEIDER ELECTRIC ALTIVAR 71 SERIES VARIABLE FREQUENCY DRIVES, 88 AMP
   - VFDC-4100 VFD PUMP CONTROLLER
   - 24 VDC POWER SUPPLY
   - LOW SUCTION PRESSURE CONTROLLER W/ DISPLAY
   - HAND-OFF-AUTO 3 POSITION SELECTOR SWITCHES
   - PUMP RUN 22MM PILOT LIGHTS
   - LOW SUCTION 22MM PILOT LIGHT
   - LOW SUCTION AUXILIARY CONTACT
   - VFDC-4100 CONTROLLER COMMON ALARM AUXILIARY CONTACT
   - 0-200 PSI PRESSURE TRANSDUCER, 4-20 MA, 1/4" NPT (LOAD)
   - 0-100 PSI PRESSURE TRANSDUCER, 4-20 MA, 1/4" NPT (SUCTION)
   - WIRE NUMBERS
   - TERMINAL BLOCKS AND GROUND LUGS AS REQUIRED

2 G.E. ELECTRIC MOTORS
   - 30 HP, 3600 RPM, 284TS FRAME, ODP ENCLOSURE, 208 VOLT, 3 PHASE

2 BLADDER TANKS – 115 GALLON, 24"x66", STEEL, 200 PSI, ASME RATED

1 INSTALLATION OF CONTROL PANEL, MOTORS, BLADDER TANKS AND TEST OPERATION OF SYSTEM.

1 LASER ALIGNMENT OF PUMP W/ MOTORS

TOTAL: $27,220.00

PLEASE NOTE: ALL CONDUIT / WIRING WORK IS TO BE COMPLETED BY A LICENSED ELECTRICIAN. REMOVAL OF OLD STORAGE TANK TO BE COMPLETED BY OTHERS.

- SALES TAX IS ADDITIONAL, IF APPLICABLE:
- ESTIMATED LEAD TIME IS 4-6 WEEKS:
- FREIGHT CHARGES ARE INCLUDED IN THIS PRICE:
WAYNE
Swift Road pump station work as discussed at job site and with Stantec Engineer. Material=2 drives, 2 motors, control panel, 2 pressure sensors, DC power supply with UPS 2-115 gallon 200 psi bladder tanks and varies material for a working system.

PRICE=$39,000.00

DUKE SCHNEIDER
DATE: December 12, 2018  
TO: Town Of New Scotland  
ATT: Wayne  
PROJECT: Town Of New Scotland  
Swift Road Pump Station

We are pleased to quote the following products for the above referenced project:

2 PREMIUM EFFICIENT MOTORS  
TAGS: P-1,2  
30 H.P. 208/3/60 VAC

1 24X24X10 ENCLOSURE A-B PLC  
Program to obey the pressure switches and pressure sensor  
- Supply two pressure sensors  
- DC power supply with backup UPS

2 SCHNEIDER ELECTRIC VARIABLE FREQUENCY DRIVES  
TAGS: P-1,2  
30 H.P. 208/3/60 VAC

DRIVES INCLUDES:  
NEMA 1 ENCLOSURE WITH STANDARD CONTROL, DISPLAY,  
AND PROTECTIVE FEATURES TO MEET SPECIFICATIONS.

2 Bladder Tanks Rated 115 Gallon

1 Plumbing & Electrical installation included.

1 Start-up and testing of lead lag system included.

LOT NET: $ 43,289.00

Prices include submittals, I & O manuals, and required start-up service.  
System does not include installation, control wiring, or applicable taxes.  
Delivery: 2-3 Weeks ARO  
Sincerely,  
F.O.B.: S.P. - Full Frt. Allowed  
GREG BLANCHARD  
Terms: Net 30 Days
RESOLUTION NO. _____ OF 2019
Town of New Scotland, New York

RESOLUTION AUTHORIZING AN UNDERTAKING
WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION

A meeting of the Town Board of the Town of New Scotland, Albany County, New York was convened in public session at the Town Hall located at 2029 New Scotland Road, Slingerlands, New York 12159 on June 12, 2019 at 7:00 o’clock p.m.

WHEREAS, the NYS Department of Transportation reviews requests for permits by municipalities to work upon highways and/or with right-of-ways controlled by the State of New York;

WHEREAS, NYS Department of Transportation requires that a municipality provide a signed Undertaking setting forth the terms and conditions for a municipality’s operations and/or actions upon New York State highways and/or within right-of-ways.

WHEREAS, the Town of New Scotland has submitted a permit application for work upon New York State highways and/or within right-of-ways;

WHEREAS, the Town Board of the Town of New Scotland has reviewed the accompanying Undertaking and has determined that its signing is in the best interest of the Town;

NOW, THEREFORE, the Town Board duly convened on June 12, 2019:

RESOLVED, that the Town Board hereby approves the signing of the accompanying Undertaking and related permit application by the Town Supervisor to allow the Town’s operations and/or actions upon New York State’s highways and/or within right-of-ways;

RESOLVED, this resolution shall be filed with the New York State Department of Transportation by attaching it to any necessary permit application or agreement relating to the Undertaking; and it is further

RESOLVED, this Resolution shall take effect immediately.

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

In favor:  ____________________

Opposed:  ____________________

Motion Approved:  ____________________

The Resolution was adopted at a meeting of the Town Board of the Town of New Scotland duly conducted on _____________ __, 2019.
UNDErTAKING
For the benefit of
The New York State Department of Transportation
In connection with work affecting state highways
(For use by New York municipalities and federal agencies

WHEREAS, the undersigned _________________________________ (Municipality, County, Town, City or Village, or any agency of the federal government, hereinafter referred to as "Permittee") from time to time receives permits from the New York State Department of Transportation (hereinafter referred to as the "NYSDOT") and otherwise conducts activities and operations upon highways and/or within right-of-way controlled by the State of New York for such purposes as the obstruction, installation, construction, maintenance and/or operation of facilities; and

WHEREAS, Permittee’s access and operation upon state right-of-way is conditioned upon compliance with Highway Law Sections 52, 103, 203 and/or 234, including the conditions that Permittee assume all responsibility for (a) the temporary control of all modes of traffic (including motorized and non-motorized travel) affected by Permittee’s operations, (b) complete restoration of state facilities to their condition prior to permitted use or activity, and (c) all claims, damages, losses and expenses,

NOW, THEREFORE, in relation to all operations and/or actions undertaken within state right-of-way, Permittee hereby agrees to the following terms and conditions:

1. Permit Applications. Excepting only activities undertaken to protect public safety because of emergency conditions or incidents, Permittee shall provide timely written notice to NYSDOT of operations or activities affecting state right-of-way. Under normal circumstances, a minimum of five business days notice shall be provided. Notification of emergency activities shall be provided to NYSDOT as soon as practicable after the activity. The Permittee shall apply for project-specific permits for activities not allowed under any existing annual permit. Such application shall identify proposed project locations, desired dates/hours, proposed work/activities, traffic control, and site restoration.

2. Applicable Rules, Regulations & Conditions. Permittee shall comply with all of the laws, rules and regulations applicable to construction, maintenance activities and operations and shall further comply with such terms and conditions that may be imposed by NYSDOT in connection with permitted activity or operations. Temporary Traffic Control, highway safety appurtenances, and restoration of state facilities shall be completed in accordance with NYSDOT regulations and standards.

3. Site Restoration. Permittee shall, at its own expense, promptly complete the work allowed under each permit and, within a reasonable time, restore State property damaged by its work/activities to substantially the same or equivalent condition as existed before such work was begun as determined by the Commissioner or his/her designee. In the event that the Permittee fails to so restore damaged State property within what the Commissioner deems to be a reasonable time, the Commissioner, after giving written notice to the Permittee, may restore the property to substantially the same or equivalent condition as existed before the Permittee’s work/activities, in which case, Permittee agrees to reimburse the reasonable expenses in connection therewith.

NYSDOT PERM 1
(rev. 2/12)
4. Payment & Release of Liens. Permittee shall be responsible for the payment of all costs and materials relating to its work in the public right-of-way, and agrees to defend and save harmless NYSDOT against any and all lien claims made by persons supplying services or materials to Permittee in connection with Permittee’s work.

5. Indemnity. In addition to the protection afforded to NYSDOT under any available insurance, NYSDOT shall not be liable for any damage or injury to the Permittee, its agents, employees, or to any other person, or to any property, occurring on the site or in any way associated with Permittee’s activities or operations, whether undertaken by Permittee’s own forces or by contractors or other agents working on Permittee’s behalf. To the fullest extent permitted by law, the Permittee agrees to defend, indemnify and hold harmless the State of New York, NYSDOT, and their agents from and against all claims, damages, losses and expenses, including but not limited to, claims for personal injuries, property damage, wrongful death, and/or environmental claims and attorney fees arising out of any such claim, that are in any way associated with the Permittee’s, activities or operations under any and all permits issued using this Undertaking.

FURTHERMORE, Permittee hereby warrants that the obligations of this Undertaking are backed by the full faith and credit of Permittee. Permittee may insure or bond any of the obligations set forth herein, or may rely upon self-insurance, budgeted funds, or funds for general operations.

This Undertaking shall be applicable to all permitted activities and operations undertaken after the date of execution and work initiated while this Undertaking is in effect. This Undertaking may be revoked by the Permittee or rejected by NYSDOT upon thirty days written notice but will continue to apply to all permitted activities/operations that were permitted by virtue of this Undertaking. Unless terminated for the purpose of future activities/operations, this Undertaking shall have a term of twenty (20) years and shall be kept on file to facilitate the issuance of future permits to which it will apply.

IN WITNESS WHEREOF, ____________________________ (Municipality-County, Town, City, Village or federal agency) agrees to the terms of this Undertaking, and has caused its execution by the authorized officer or employee (attach Resolution of Approval).

__________________________________________________________  ______________________
Authorized Agent                                                           Date

__________________________________________________________
Print Name/Title

__________________________________________________________
Address

__________________________________________________________
Address

__________________________________________________________
(____) Phone number

__________________________________________________________
e-mail

NYSDOT PERM 1 (rev. 2/12)
AMENDED Resolution establishing and funding Capital Project HKR

Whereas, the Town of New Scotland is desirous to make corrective maintenance improvements to involve cold in-place recycling with a new wearing surface as a primary treatment. A short, 200 foot section of roadway west of Normanskill Bridge will require reconstruction due to subsurface drainage deficiencies that are causing settlement in this portion of roadway on Krumkill Road,

Whereas, the Town desires to establish a capital projects fund for the purpose of accounting for the project,

Now therefore be it resolved, that the budget for the capital project (HKR) Krumkill Road is as follows:

Increase Revenues:

(HKR) 4597 Federal Aid/Transportation $337,762.00
(HKR) 3597 State Aid/Transportation $ 60,320.00
(HKR) 5031 Interfund Transfer In $ 24,120.00

Increase Appropriations:

(HKR) 5112.4 Permanent Improvements $422,202.00

Now be it further be it resolved, that the Highway Fund – Town Outside Village (DB) fund the Town’s local share of the project as follows:

Increase Revenues:

(DB) 0909 Fund Balance $ 24,120.00

Increase Appropriations:

(DB) 9901.9 Interfund Transfer Out $ 24,120.00

And be it further resolved, that General Fund Town Outside Village– (B) be authorized to loan to the capital project sufficient cash monies for adequate cash flow at an interest rate of 0.00% per annum
Town of New Scotland, New York  
(Locally Administered Project)  
RESOLUTION NUMBER:__________

Authorizing the implementation, and funding in the first instance 100% of the federal-aid and State "Marchiselli" Program-aid eligible costs, of a transportation federal-aid project, and appropriating funds therefore.

WHEREAS, a Project for Krumkill Road Improvements, Town of New Scotland, Albany County, P.I.N. 1760.30 (the Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80% Federal funds and 20% non-federal funds; and

WHEREAS, the Town of New Scotland desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of Preliminary Engineering work.

NOW, THEREFORE, the Town Board, duly convened does hereby

RESOLVE, that the Town Board hereby approves the above-subject project; and it is hereby further

RESOLVED, that the Town Board hereby authorizes the Town of New Scotland to pay in the first instance 100% of the federal and non-federal share of the cost of Preliminary Engineering work for the Project or portions thereof; and it is further

RESOLVED, that the sum of $28,800.00 (Twenty Eight thousand Eight Hundred dollars and no cents) is hereby appropriated from Highway DB and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that the additional sum of $393,402.00 (Three hundred Ninety three thousand Four hundred Two dollars and no cents) is hereby appropriated from Highway DB and made available to cover the cost of participation in the above phases of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the Town Board of the Town of New Scotland shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the New York State Department of Transportation thereof, and it is further

RESOLVED, that the Town Supervisor of the Town of New Scotland be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the Town of New Scotland with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project; and it is further

RESOLVED, this Resolution shall take effect immediately

STATE OF NEW YORK )
)S.S:
COUNTY OF Albany )

I,______________________________, Clerk of the ________________ New York, do hereby certify that I have compared the foregoing copy of the resolution with the original resolution of file in my office and that the same is a true and correct transcript of said original resolution and of the whole thereof as duly adopted by said ______________________ at a meeting duly called and held at ___________________________ on ______________________ by the required necessary vote of the members to approved the resolution.

WITNESS, my hand and the official seal of the ______________________ of ______________________, New York, the ______ day of __________________,20__.  

______________________________
Clerk
## SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements

**NYSDOT/ State-Local Agreement - Schedule A for PIN 1760.30**

<table>
<thead>
<tr>
<th>OSC Municipal Contract #: D035923</th>
<th>Contract Start Date: 01/27/2021</th>
<th>Contract End Date: 03/27/2021</th>
<th>Original Standard Agreement</th>
<th>Supplemental Schedule A No. 1</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Purpose:</strong></td>
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<tr>
<td>☑ Locally Administered</td>
<td>Municipality/Sponsor (Contract Payee): Town of New Scotland</td>
<td>Other Municipality/Sponsor (if applicable):</td>
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<tr>
<td>☐ State Administered</td>
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</tbody>
</table>

**Authorized Project Phase(s) to which this Schedule applies:**
- ☑ PE/Design
- ☐ ROW Incidental
- ☐ ROW Acquisition
- ☑ Construction/Cl/CS

**Work Type:** HWY REHAB  
**County:** Albany County  
**Marchiselli Eligible:** Yes  
**Project Description:** Krumkill Road Improvements

### Marchiselli Allocations Approved FOR ALL PHASES (All totals will calculate automatically)

<table>
<thead>
<tr>
<th>State Fiscal Year(s)</th>
<th>Project Phase</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>☑ Cumulative total for all prior SFYs</td>
<td>PE/Design</td>
<td>$6,500.00</td>
</tr>
<tr>
<td>☐ Current SFY</td>
<td>ROW (RI &amp; RA)</td>
<td>$0.00</td>
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<tr>
<td>☐ Current SFY</td>
<td>Construction/Cl/CS</td>
<td>$56,000.00</td>
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<tr>
<td>☑ Cumulative total for all prior SFYs</td>
<td>TOTAL</td>
<td>$62,500.00</td>
</tr>
</tbody>
</table>

### A. Summary of allocated MARCHISELLI Program Costs FOR ALL PHASES

For each PIN Fiscal Share below, show current costs on the rows indicated as “Current.” Show the old costs from the previous Schedule A on the row indicated as “Old.” All totals will calculate automatically.

<table>
<thead>
<tr>
<th>PIN Fiscal Share</th>
<th>“Current” or “Old” entry indicator</th>
<th>Federal Funding</th>
<th>Total Costs</th>
<th>FEDERAL Participating Share</th>
<th>STATE MARCHISELLI Match</th>
<th>LOCAL Matching Share</th>
<th>LOCAL DEPOSIT AMOUNT (Required only if State Administered)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1760.30.121</td>
<td>Current</td>
<td>STP LG URBAN</td>
<td>$28,800.00</td>
<td>$23,040.00</td>
<td>$4,320.00</td>
<td>$1,440.00</td>
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<td>Old</td>
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<tr>
<td>1760.30.321</td>
<td>Current</td>
<td>STP LG URBAN</td>
<td>$393,402.00</td>
<td>$314,722.00</td>
<td>$56,000.00</td>
<td>$22,680.00</td>
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**TOTAL CURRENT COSTS:**
- $422,202.00
- $337,762.00
- $80,320.00
- $24,120.00
### B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES

<table>
<thead>
<tr>
<th>Other PIN Fiscal Shares</th>
<th>'Current' or 'Old' entry indicator</th>
<th>Funding Source</th>
<th>TOTAL</th>
<th>Other FEDERAL</th>
<th>Other STATE</th>
<th>Other LOCAL</th>
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<tbody>
<tr>
<td>1760.30.121</td>
<td>Current</td>
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<td><strong>TOTAL CURRENT COSTS:</strong></td>
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</table>

### C. Local Deposit(s) from Section A:

- **Additional Local Deposit(s):** $0.00
- **Total Local Deposit(s):** $0.00

### D. Total Project Costs

<table>
<thead>
<tr>
<th>Total FEDERAL Cost</th>
<th>Total STATE MARCHISELLI Cost</th>
<th>Total OTHER STATE Cost</th>
<th>Total LOCAL Cost</th>
<th>Total ALL SOURCES Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>$337,762.00</td>
<td>$60,320.00</td>
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<td>$24,120.00</td>
<td>$422,202.00</td>
</tr>
</tbody>
</table>

### E. Point of Contact for Questions Regarding this Schedule A (Must be completed)

- **Name:** Deborah Lolik
- **Phone No:** 518-485-9410

See Agreement (or Supplemental Agreement Cover) for required contract signatures.
Footnotes: (See LPR's website for link to sample footnotes)

This Supplemental Agreement #1 adds the Construction/CI phase of the project and reflects Low Bid. Construction = $367,902.00, C/I = $25,500.00.

Marchiselli for C/CI is short by $3,010.00 ($393,402 x 15% = $59,010). Marchiselli funding hereunder is limited by the amount authorized on the Comprehensive List. Additional Marchiselli funding is contingent on appropriate increase(s) to the Comprehensive List and the execution of a Supplemental Schedule A providing such additional funds.
1. **Call to order**
A bid opening for the Krumkill Road Corrective Maintenance Improvement was held at the New Scotland Town Hall, 2029 New Scotland Road, Slingerlands, NY at 1:00 PM. Proof of publication provided the following sealed bids were received and opened:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Total or Gross Sum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Peter Luizzi &amp; Brothers Contracting, Inc.</td>
<td>$427,065.00</td>
</tr>
<tr>
<td>New Castle Paving, LLC</td>
<td>$475,722.43</td>
</tr>
<tr>
<td>Prime Highway Contractors, LLC</td>
<td>$367,901.56</td>
</tr>
</tbody>
</table>

2. **Adjourn**
The bid opening adjourned at 1:07 PM.

Diane R. Deschenes, Town Clerk
May 20, 2019

RECOMMENDATION OF AWARD

Computation Verified by: Stantec Consulting Services Inc.

Date: May 20, 2019

Contract No.: D035923/PIN 1760.30
Bid Opening Date: May 16, 2019

Contract Description:

KRUMKILL ROAD CORRECTIVE MAINTENANCE IMPROVEMENTS – WORK SHALL INCLUDE THE RESTORATION OF THE PAVEMENT STRUCTURE OF KRUMKILL ROAD IN THE TOWN OF NEW SCOTLAND, ALANY COUNTY, NEW YORK. THE PROJECT BEGINS AT THE INTERSECTION WITH FONT GROVE ROAD AND ENDS AT THE NORMANSKILL BRIDGE.

BIDDERS IN RANK ORDER:

<table>
<thead>
<tr>
<th>RANK</th>
<th>CONTRACTOR</th>
<th>BID AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>ENGINEER’S ESTIMATE</td>
<td>$316,085.00</td>
</tr>
<tr>
<td>1</td>
<td>PRIME HIGHWAY CONTRACTORS, LLC</td>
<td>$367,901.56</td>
</tr>
<tr>
<td>2</td>
<td>PETER LUIZZI &amp; BROS. CONTRACTING, INC.</td>
<td>$427,065.00</td>
</tr>
<tr>
<td>3</td>
<td>NEW CASTLE PAVING, LLC</td>
<td>$475,722.43</td>
</tr>
</tbody>
</table>

The Lowest Responsible Bidder: PRIME HIGHWAY CONTRACTORS, LLC with a Low Bid of $367,901.56

(X) I recommend the award of the above contract to the lowest responsible bidder.

( ) I recommend rejection of all bids.

Dated: _________________________  Signature

_____________________________
Kenneth Guyer
Highway Superintendent
Town of New Scotland
<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>A1255 Clerk's Fees</td>
<td>A1255 Copies</td>
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<tr>
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<td>Fee Description</td>
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<td>Qty</td>
<td>Local Share</td>
</tr>
<tr>
<td>-------------------------------------</td>
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<tr>
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</tr>
<tr>
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<td>270.00</td>
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<tr>
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<td>Female, Unspayed</td>
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<tr>
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<tr>
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<td>140.00</td>
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<td>319.33</td>
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<tr>
<td>WH0350 Water Usage</td>
<td>WH0350 Water Usage</td>
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<td>712.93</td>
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</tbody>
</table>

Sub-Total: $25.00
Sub-Total: $25.00
Sub-Total: $222.00
Sub-Total: $262.84
Sub-Total: $583.00
Sub-Total: $500.00
Sub-Total: $1,450.00
Sub-Total: $87.50
Sub-Total: $130.00
Sub-Total: $140.00
Sub-Total: $426.19
Sub-Total: $1,500.00
Sub-Total: $1,222.00
Sub-Total: $829.54
Sub-Total: $4,402.65
Sub-Total: $319.33
Sub-Total: $712.93
<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>
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</tbody>
</table>

Sub-Total: $4,157.80

Amount paid to: NYS Ag. & Markets for spay/neuter program 132.00
Amount paid to: NYS Environmental Conservation 439.29
Amount paid to: State Health Dept. For Marriage Licenses 112.50

Total State, County & Local Revenues: $42,261.86

Total Local Shares Remitted: $41,578.07

Total Non-Local Revenues: $683.79

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

[Signature]

Supervisor
Date

Town Clerk
Date
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 [May 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>5/15</td>
<td>Lee, Deborah</td>
<td>(2) death Certific</td>
<td>$20.00</td>
</tr>
<tr>
<td>5/17</td>
<td>Meyers F.H.</td>
<td>(3) death Certific</td>
<td>$30.00</td>
</tr>
<tr>
<td>5/28</td>
<td>Fredendall F.H.</td>
<td>(5) death Certific</td>
<td>$50.00</td>
</tr>
<tr>
<td>5/31</td>
<td>New Comer F.H.</td>
<td>(2) death Certific</td>
<td>$120.00</td>
</tr>
</tbody>
</table>

STATE OF NEW YORK
COUNTY OF Albany
TOWN OF New Scotland

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

Sworn before me this 4th day of June 2019.

RECEIPT OF SUPERVISOR

Total amount Fees Remitted to the Supervisor $220.00

RECEIVED PAYMENT

Dated 6-7-2019

Supervisor
May 3, 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 April 2019:

- Started Cases – 94 (both judges)
- Closed Cases - 33

Money collected - $7,688.00

If you would like more detailed or further information, please do not hesitate to contact me or my Court Clerk, Patti Thompson.

Sincerely,

Robert W. Johnson
Town Justice
June 3, 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 May 2019:

- Started Cases – 84 (both judges)
- Closed Cases - 41

Money collected - $ 5,491.00

If you would like more detailed or further information, please do not hesitate to contact me or my Court Clerk, Patti Thompson.

Sincerely,

Robert W. Johnson
Town Justice
May 3, 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 April 2019:

Started Cases – 94 (both judges)
Closed Cases - 46

Money collected - $6,645.00

If you would like more detailed or further information, please do not hesitate to contact me or my Court Clerk, Patti Thompson.

Sincerely,

David J. Wukitsch
Town Justice
June 3, 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 May 2019:

Started Cases – 84 (both judges)
Closed Cases - 43

Money collected - $4,470.00

If you would like more detailed or further information, please do not hesitate to contact me or my Court Clerk, Patti Thompson.

Sincerely,

David J. Wukitsch
Town Justice
2- Fire safety inspections or follow-ups
21 -Site visits
42 - Construction inspections
20 – Plan reviews
1– Fire calls or follow-up
13 – Vacant houses being monitored (plus two)
0 hrs. - Training/ Nysboc meeting

Violations.

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 most logs and split wood started, working with owner on coverall permit application) still active

44 New Salem so. - Chickens on an undersized lot. Violation notice sent. Owner in for Special use permit application. On May’s agenda for the planning board. (Special use granted)

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

397 Rowe rd. – Pool without the required fencing. Warning Letter sent, awaiting reply -3/26/19 site visit left note to call office- (still active)

214 Spore Road – Junk complaint. This property has been an active junk complaint in the past and was cleaned up. It appears to be collecting junk again. (Photos taken and owner to be contacted.) OTR sent certified mail ordering removal within 30 days max. (Violation corrected and closed)

331 Clipp Road – Adding living area to the attic of a garage shell with a permit. Owner contacted and site visit has been scheduled. (Permit has been issued)

1711 & 2003 Delaware Trp. Decks being built without permits. (Owners contacted and permits have been issued)
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

4 Hickory ridge road – foreclosure, law suit pending

17 Seabee lane – Foreclosure ?

2845 New Scotland – eviction in advance of a private foreclosure action#
### Pay the Bills
**June 12, 2019**

<table>
<thead>
<tr>
<th>Abstract #</th>
<th>Vouchers</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
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### Prepays

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