1. Call to Order
   
2. Pledge of Allegiance
   
3. Motion for executive session is anticipated. Session will be to discuss a personnel matter
   
4. Invitation to the General Public to Comment on Agenda Items: Please use the microphone available and state your name for the record
   
5. Approval of the Minutes of the Following:
   - June 12, 2019A Public Hearing Proposed Local Law C of 2019
   - June 12, 2019 Regular Town Board Meeting
   - June 26, 2019 Special Town Board Meeting
   
   Announcements:
   - Clarksville Heritage Day August 3rd, 9am-3pm Clarksville Community Church
   - Free Learn to Fish Day July 23rd, Lawson Lake County Park 10am-2pm

6. Discussion/Action re: resident request for reduced speed on Waldenmaier Rd.

7. Discussion/Action re: Town and Village of Voorheesville Shared Services Agreement

8. Discussion/Action on Resolution re: Community Choice Aggregation

9. Resolution appointing Michael McGuire as Assessor for term October 1, 2019 through September 30, 2025

10. Highway/Parks:
    - Discussion/Action re: advertising for Highway Equipment Operator 1 position
    - Discussion/Action re: funding for new highway garage furnace
    - Authorize Highway Superintendent to sign contract with Prime Highway Contractors, LLC in regard to the Krumkill Road Corrective Maintenance Improvement
    - Permission to go to bid for Overlook Drive paving project

11. Discussion/Action re: staffing in the Department of Public Works
    - Request to increase Clerk Samantha Miller’s hours from 20 hours per week to full-time 35 hours per week, effective September 3rd, and determine departmental apportionment of wages.
    - Discussion of department administration
12. Fire/Ambulance:
   - Onesquethaw Volunteer Fire Co. Membership request for Jacob A. Miller
   - Request from Onesquethaw Volunteer Fire for approval for purchase of new truck

13. Liaison Reports:
   - Resolution in support of Mohawk Hudson Land Conservancy grant application for a park project located on the former Bender Melon Farm

14. Departmental Monthly Reports:
   - Town Clerk, June 2019
   - Registrar, June 2019
   - Justice Johnson, June 2019
   - Justice Wukitsch, June 2019
   - Building Dept., 2019
   - Code Enforcement, 2019

15. Pay the Bills

16. Approve any Budget Modifications

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

18. Adjourn
Clarksville Heritage Day

August 3, 2019
9:00 am - 3:00 pm

Clarksville Community Church
Rte. 443 Clarksville, NY

- 14th Annual Raffle - call Russell Shaver (518) 768-2158
- Garage Sales - call Joan Plunkett (518) 768-2282
- Clarksville Community Church Food 9:00 - 3:00
- Onesquethaw Fish & Game Club-Chicken BBQ
- Artisans and Vendors
- Reptile Adventure
- All Day Bake Sale
- Demonstrations
- Silent Auction
- 50/50 Raffle

Sponsored by the Clarksville Historical Society

Car Show will be held separately at a later date
JULY 23RD 10:00AM – 2:00PM

LEARN TO FISH!

Free Learn to Fish Day at Lawson Lake County Park

The NYS DEC, in conjunction with the Coeymans Conservation Advisory Council is sponsoring a Learn to Fish Day. The event kicks off at 10:00am and runs until 2:00pm. DEC staff will be on hand to educate new anglers. Rods, bait, and supplies will be provided at no cost to participates. All are encouraged to attend.
MASTER INTER-MUNICIPAL COOPERATIVE AGREEMENT BETWEEN VILLAGE OF VOORHEESVILLE AND TOWN OF NEW SCOTLAND, NEW YORK for WATER, SEWER AND DPW SERVICES AND EQUIPMENT SHARING

THIS AGREEMENT is made the ___ day of July, 2019 (the “Effective Date”), by and between the Village of Voorheesville (the “Village”), a municipal corporation organized and existing under the laws of the State of New York, with offices located at the Village Hall, 29 Voorheesville Avenue, Voorheesville, New York 12186 and the Town of New Scotland (the “Town”), a municipal corporation organized and existing under the laws of the State of New York, with offices located at the Town Hall, 2029 New Scotland Road, Slingerlands, New York 12159.

RECITALS:

WHEREAS, the Village and Town (collectively the “Municipalities”) are municipal corporations organized and operating under the laws of the State of New York; and

WHEREAS, for the purpose of promoting the health, safety, morals and welfare of their respective communities, each of the Municipalities is empowered to operate water and sewer systems and to employ staff for the purpose of maintaining those systems; and

WHEREAS, the Municipalities have sought to achieve cost savings and economies of scale in their respective Department of Public Works, Highway Department, and Water and Sewer Departments (collectively, “DPW”) by entering into an inter-municipal agreement, pursuant to Section 119-0 of the New York State General Municipal Law, for: A) the staffing of their respective DPW, highway, and water and sewer departments; B) sharing equipment; and C) training, hiring and sharing of employees.

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

1. The Village and the Town will coordinate DPW services for the Municipalities and cooperate and share services when possible.

2. When required, Village DPW employees (subject to availability) will assist Town DPW employees with time-sensitive or emergency projects at Town-owned facilities.

3. When required, Town DPW employees (subject to availability) will assist Village DPW employees with time-sensitive or emergency projects at Village-owned facilities.

4. Hours devoted by employees of the Village on Town-owned facilities and repair projects will be logged on a weekly basis, and the information will be shared for purposes of reimbursement of time and/or overtime.
5. Hours devoted by employees of the Town on Village-owned facilities will be logged on a weekly basis, and the information will be shared for purposes of reimbursement of time and/or overtime.

6. Village employees will endeavor to learn the facilities and operational protocols of the Town-owned facilities in order to assist with future projects.

7. Town employees will endeavor to learn the facilities and operational protocols of the Village-owned facilities in order to assist with future projects.

8. The Village and Town employees will assist each other with training on their respective water and sewer systems in order to maximize the number of qualified and licensed personnel, and to assist with succession. The goal is to ensure that there are licensed employees available to work in the event of a sudden illness or departure of a licensed employee or employees.

9. The Town and Village DPW staff will communicate with each other and coordinate, where appropriate, regarding future acquisitions of equipment and vehicles in order to maximize opportunities for sharing of equipment and savings (by avoiding duplicative equipment).

10. Each DPW department shall maintain a computer log of equipment shared, which will be accessible by each municipality.

11. For convenience, the Town is authorized to store its DPW trailer in the covered facility at the Village DPW as needed.

12. Other Agreements. The current inter-municipal sharing agreements between the Village and the Town shall remain in full force and effect, but this Agreement shall serve as a Master Agreement for the addition of future equipment (by Addendum) or service sharing.

13. Annual Review. On annual basis—on or about first (1st) of December each year—the Municipalities shall review the actual hours worked by the respective employees of the Village and the Town, and review logs of shared equipment usage during the prior year to determine whether the arrangement is fair, equitable, and in the interest of all parties.

14. Term. The term of this Agreement shall be for a five (5) year period, commencing on the Effective Date. The term shall be automatically extended for a five (5) year term on the anniversary date, unless terminated for any reason by either party hereto on sixty (60) days written notice.

15. Insurance. Each of the Municipalities shall self-insure for or procure a policy of general liability insurance in an amount sufficient to satisfy its respective obligations under this Agreement.

16. Indemnity/Hold Harmless. Each of the Municipalities agrees to indemnify and hold harmless the other from any costs, damages, claims and expenses attributable to the negligence of its respective agents or employees performing duties under this Agreement.
17. **Miscellaneous:**

(A) **Notices:** Any notice required to be given to either of the Municipalities pursuant to this Agreement shall be delivered via the United States mail (certified-return receipt), or by personal delivery, to that Municipality’s offices.

(B) **Complete Agreement:** This Agreement contains the entire agreement between the Municipalities with respect to the matters contained herein and may not be changed, altered, modified, limited, terminated, or extended orally or by any agreement between the Municipalities; unless such agreement is in writing and signed by an authorized representative of each of the Municipalities.

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

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

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

(F) **Resolution:** This Agreement shall take effect once approved by resolution of each of the Municipalities.

**VILLAGE OF VOORHEESVILLE**

By: ________________________________

Robert D. Conway, Its Mayor

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**TOWN OF NEW SCOTLAND**

By: ________________________________

Douglas LaGrange, Its Supervisor
RESOLUTION REGARDING THE EXPLORATION OF A COMMUNITY CHOICE
AGGREGATION PROGRAM AND ENTERING INTO AN ADMINISTRATION
AGREEMENT WITH THE MUNICIPAL ELECTRIC AND GAS ALLIANCE (MEGA)

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 July 10, 2019 at 7:00 o'clock p.m.

WHEREAS, the New York State Public Service Commission (“NYSPSC”), on April
21, 2016, adopted an Order authorizing cities, towns and villages within the State to create
Community Choice Aggregation (“CCA”) Programs, by themselves or in concert with other
municipalities (hereinafter “NYSPSC Order Authorizing CCAs”); and

WHEREAS, establishing a Community Choice Aggregation Program allows a municipal
government to aggregate the energy supply needs of its residents and businesses, and to negotiate
and enter into energy supply contracts with Energy Service Companies (“ESCOs”) on behalf of
these citizens to obtain competitively priced energy, often at a fixed rate, as well as
environmental benefits, and opportunities to pursue community-based energy initiatives; and

WHEREAS, the Town of New Scotland seeks to explore CCA as a potential opportunity
for energy consumers within the Town of New Scotland because of the potential benefits a CCA
would produce for residential and small business owners, through the joint, aggregated provision
of energy supplies and value-added services at better prices due to the market power of the
aggregation; and

WHEREAS, the NYSPSC Order Authorizing CCAs specifically states that
municipalities are permitted to engage a third party CCA Administrator to assist in the
development and implementation of a CCA Program, including the eventual solicitation and
management of energy supply agreements for CCA customers; and

WHEREAS, the Municipal Electric and Gas Alliance (“MEGA”), a not-for-profit Local
Development Corporation established in New York State, seeks to create regional CCA(s) to
aggregate customers from multiple municipalities throughout a given region in the State, which
will enable MEGA to leverage a broad customer base to obtain competitively priced energy
contracts thereby yielding greater savings and other benefits to CCA customers; and

WHEREAS, MEGA contemplates supporting the creation and implementation of these
regional CCAs, in accordance with the NYSPSC Order Authorizing CCAs, in its capacity as a
third-party CCA Administrator for those municipalities seeking to form CCAs; and

WHEREAS, MEGA further seeks to provide information, advice, public outreach,
consumer education assistance, support for competitive bid solicitation, competitive supplier
selection and monitoring of New York State regulations to municipalities considering forming a
CCA; and
WHEREAS, MEGA, since its inception in 1998, has gained the experience necessary to perform the services of CCA Administrator, having successfully managed energy procurement aggregation programs for hundreds of New York State municipalities, saving taxpayers millions of dollars through competitive public bidding of energy supplies and services; and

WHEREAS, MEGA’s methodology for procurement of municipal and CCA energy supply reflect an understanding of CCA opportunities for the Town of New Scotland, as well as market and regulatory conditions representing the best practices in the industry; and

WHEREAS, the Town of New Scotland seeks to engage MEGA as the CCA Administrator, to assist in its efforts to better understand, educate the public on, and develop a Program to enable, a CCA; and

WHEREAS, MEGA would be engaged by the Town of New Scotland as a provider of professional services requiring special and technical skills, expertise and knowledge, therefore the contract for these services is exempt from competitive bidding requirements contained in New York General Municipal Law § 103; and

WHEREAS, in the event the Town of New Scotland decides to authorize a CCA, the Town of New Scotland is interested in joining together with other CCAs in its region, through the MEGA aggregation, to leverage a broader customer base to obtain cost savings and other benefits for residents;

NOW, THEREFORE, BE IT RESOLVED that the Town Board hereby approves the Community Choice Aggregation Administration Agreement with MEGA attached to the Agenda, and authorizes the Supervisor to sign the Agreement, which incorporates the following terms:

1. The Town of New Scotland will retain MEGA to assist with efforts to explore the potential benefits to this community of creating a CCA here, and in educating the public and local officials on CCAs. As CCA Administrator MEGA will assist the community in exploration of the Town of New Scotland’s potential participation in a CCA Program and development of plans for the implementation of the CCA Program, as required by the NYSPSC Order Authorizing CCAs.

2. In the event the Town of New Scotland opts to proceed with the creation of a CCA, MEGA would serve as the Town of New Scotland’s CCA Administrator throughout the formation and implementation of the CCA Program.

3. Prior to the Town of New Scotland taking the steps required to pass a local law authorizing CCA, MEGA will assist the Town of New Scotland in CCA Program development, including informational and educational campaigns required to inform the Town of New Scotland’s decision to create the CCA, and in development of CCA Program documents and plans which comply with NYSPSC regulations, in accordance with the terms set forth in the CCA Administration Agreement between MEGA and the Town of New Scotland.
4. The Town of New Scotland agrees that, should it ultimately decide to adopt a Local Law to authorize and create a CCA, it will continue to engage MEGA’s services as Administrator of the new CCA, in accordance with the terms of the Agreement.

5. As CCA Administrator, following the Town of New Scotland’s creation of a CCA, MEGA will assume responsibility for the organization and implementation of the CCA, by preparing and soliciting Requests for Proposals (“RFPs”) seeking energy suppliers willing to enter into Energy Supply Agreements (“ESAs”), negotiating such agreements in accordance with the terms of this agreement and/or other local enactment by the Town of New Scotland, and overseeing implementation, cancellation, renewal, and review of ESAs throughout the life of the CCA.

6. While MEGA, as CCA Administrator, will assume responsibility for operation of the CCA and will comply with all relevant provisions of State law, including the NYSPSC Order Authorizing CCAs, the Town of New Scotland understands that it is ultimately responsible for ensuring its CCA is compliant with State regulations, as stated by the NYSPSC in its Order Authorizing CCAs. MEGA and the Town of New Scotland intend for there to be a relationship of cooperation and transparency which ensures that all sides are able to fulfill their obligations under the law, the NYSPSC Order, the CCA Administration Agreement, and any other local law enacted or contract adopted by the Town of New Scotland regarding the CCA.

BE IT FURTHER RESOLVED THAT, by adopting this resolution and signing the CCA Administration Agreement, the Town of New Scotland is in no way obligating itself to proceed with the formal creation of a CCA. If the Town of New Scotland determines to proceed with the creation of a CCA, the Town of New Scotland would be required to adopt a local law to do so, and would at that time need to comply with all standard procedural requirements for local law adoption, including the State Environmental Quality Review Act (SEQRA) and the NYSPSC Order Authorizing CCAs.

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.
COMMUNITY CHOICE AGGREGATION ADMINISTRATION AGREEMENT

This Community Choice Aggregation Administration Agreement (hereinafter “AGREEMENT”) is entered into as of the ___ day of __________________, 2019, by and between the Town of New Scotland, a municipal corporation with its principal place of business at 2029 New Scotland Road, Slingerlands, New York 12159, (hereinafter “MUNICIPALITY”) and Municipal Electric and Gas Alliance (hereinafter “MEGA”), a not-for-profit Local Development Corporation whose business address is PO Box 88, Ithaca, NY 14851 and whose principal place of business is located in Tompkins County, New York.

Recitals

WHEREAS, the New York State Public Service Commission (“NYSPSC”), on April 21, 2016, authorized municipalities within the State to create Community Choice Aggregation (“CCA”) programs, by themselves or in concert with other municipalities (hereinafter “NYSPSC Order Authorizing CCAs” or “Order”); and

WHEREAS, establishing a Community Choice Aggregation Program allows a municipal government to aggregate the energy supply needs of its residents and small businesses, and to negotiate and enter into energy supply contracts with Energy Service Companies (“ESCOs”) on behalf of these citizens to obtain competitively priced energy, often at a fixed or predictable cost, as well as environmental benefits, and opportunities to pursue community-based energy initiatives; and

WHEREAS, MUNICIPALITY seeks to explore CCA as a potential opportunity for energy consumers within the MUNICIPALITY because of the potential benefits a CCA would produce for residential and small business owners, through the joint, aggregated provision of energy supplies and value-added services¹ at competitive prices due to the market power of the aggregation; and

¹ Installation of Distributed Energy Resources or other clean energy services. As defined by NYSERDA “Distributed energy resources (DER) are technologies that generate or manage the demand of electricity at different points of the grid, such as at homes and businesses, instead of exclusively at power plants. They allow owners to reduce their facilities’ carbon footprints, rein in energy costs and improve utility grid power-outage resiliency.”
WHEREAS, the NYSPSC Order Authorizing CCAs specifically states that municipalities are permitted to engage a third party CCA Administrator to assist in the development and implementation of a CCA Program, including the eventual solicitation and management of energy procurement contracts for a CCA Program; and

WHEREAS, the Municipal Electric and Gas Alliance (“MEGA”), a not-for-profit Local Development Corporation established in New York State, seeks to create regional CCA(s) to aggregate customers from multiple municipalities throughout a given region in the State, which will enable MEGA to leverage a broad customer base to obtain competitively priced energy contracts thereby yielding greater savings and other benefits to CCA customers; and

WHEREAS, MEGA contemplates supporting the creation of these regional CCAs in its capacity as a third-party CCA Administrator for those municipalities seeking to form CCAs; and

WHEREAS, MEGA further seeks to provide information, advice, public outreach, consumer education assistance, monitoring of New York State regulations to municipalities considering forming a CCA, and management of competitive bid solicitation, and competitive supplier selection; and

WHEREAS, MEGA, since its inception in 1998, has gained the experience necessary to perform the services of CCA Administrator, having successfully managed energy procurement aggregation programs for hundreds of New York State municipalities, saving taxpayers millions of dollars through competitive public bidding of energy supplies and services; and

WHEREAS, MEGA’s generic plans for energy supply procurement reflect an understanding of CCA opportunities for this MUNICIPALITY, as well as market and regulatory conditions representing the best practices in the industry; and

WHEREAS, MUNICIPALITY seeks to engage MEGA as the CCA Administrator, to assist in its efforts to better understand, educate the public on, and develop a Program to enable a CCA; and

WHEREAS, MEGA would be engaged by MUNICIPALITY as a provider of professional services requiring special and technical skills, expertise and knowledge, whereby the contract for these services is exempt from competitive bidding requirements contained in New York General Municipal Law § 103; and
WHEREAS, in the event MUNICIPALITY decides to authorize a CCA, MUNICIPALITY is interested in joining together with other CCAs in its region to leverage a broader customer base to obtain competitive energy prices and other benefits for customers;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter set forth, MEGA and MUNICIPALITY agree as follows:

ARTICLE I. GENERAL TERMS.

1. MUNICIPALITY will retain MEGA to assist with efforts to explore the potential benefits to this community of creating a CCA for the eligible utility account holders as defined by the Order and located within its jurisdiction, and in educating the public and local officials on CCAs. As CCA Administrator, MEGA will assist the community in exploration of MUNICIPALITY’S potential participation in a CCA Program and development of plans for the implementation of the CCA Program, as required by the NYSPSC Order Authorizing CCAs and subsequent CCA Orders.

2. In the event MUNICIPALITY opts to proceed with the creation of a CCA, MEGA would serve as MUNICIPALITY’S CCA Administrator throughout the formation and implementation of the CCA Program.

3. Prior to MUNICIPALITY taking the steps required to pass a local law authorizing CCA, MEGA will assist MUNICIPALITY in CCA Program development, including informational and educational campaigns required to inform MUNICIPALITY’s decision to create the CCA, and in development of CCA Program documents and plans which comply with NYSPSC regulations, in accordance with the terms set forth in this agreement.

4. MUNICIPALITY agrees that, should it ultimately decide to adopt a Local Law to authorize and create a CCA, it will engage MEGA’s services as Administrator of the new CCA, in accordance with the terms of this agreement.

5. As CCA Administrator, following the MUNICIPALITY’S creation of a CCA, MEGA will assume responsibility for the organization and implementation of the CCA, by preparing and soliciting Requests for Proposals (“RFP”s) seeking energy suppliers willing to enter into Energy Supply Agreements (“ESA”s), negotiating such agreements in accordance with the terms of this agreement and/or other local enactment by MUNICIPALITY, and overseeing implementation, cancellation, renewal, and review of ESA agreements throughout the life of the CCA.
6. While MEGA, as CCA Administrator, will assume responsibility for operation of the CCA and will comply with all relevant provisions of State law, including the NYSPSC Order on CCAs, MUNICIPALITY understands that it is ultimately responsible for ensuring its CCA is compliant with State regulations, as stated by the NYSPSC in its Order authorizing the creation of CCAs. MEGA and MUNICIPALITY intend for there to be a relationship of cooperation and transparency which ensures that all sides are able to fulfill their obligations under the law, the NYSPSC Order, this agreement, and any other local law enacted by the MUNICIPALITY regarding the CCA.

7. By signing the CCA Administration Agreement, MUNICIPALITY is in no way obligating itself to proceed with the formal creation of a CCA. If MUNICIPALITY determines to proceed with the creation of a CCA, MUNICIPALITY would be required to adopt a local law to do so, and would at that time need to comply with all standard procedural requirements for local law adoption, including the State Environmental Quality Review Act (SEQRA), and with the NYSPSC Order Authorizing CCAs and subsequent CCA Orders.

ARTICLE II. RESPONSIBILITIES OF THE PARTIES.

2.01 RESPONSIBILITIES OF MEGA. During the term of this Agreement, MEGA will undertake the following responsibilities:

a. Offer its Community Choice Aggregation (CCA) Program to MUNICIPALITY pursuant to New York State Law and to rules and regulations of the NYSPSC. MEGA programs will be the means by which MUNICIPALITY offers its eligible utility account holders, as defined by the Order, (“Participants”) an opportunity to manage their energy costs, and may include any or all of the following services offered by MEGA:

   i) MEGA will implement its NYSPSC-approved Generic CCA Implementation Plan and Data Protection Plan with all municipal CCA Programs. MEGA will work directly with NYSPSC to amend said documents as required.

   ii) MEGA will also work with the MUNICIPALITY to establish the scope of the CCA Program and develop any community-specific provisions to be added to the Generic CCA Implementation Plan for approval by the NYSPSC. Such Implementation Plan would include, but is not limited to;
1) Outline of CCA Program goals including plans for energy related value-added products or services, distributed energy resources or other clean energy opportunities;

2) Plans for public education and outreach, including written and digital communications with residents, public informational meetings and hearings, as well as other means of informing Participants;

3) Plans for CCA Program operation, including designation of a municipal CCA Liaison office or individual (named in Appendix A of this Agreement) to respond to questions or concerns by CCA Participants;

4) A draft of the opt-out letter to be sent to all eligible Participants during the opt-out period;

iii) Because the purpose of aggregation is to increase the market power of consumers in order to achieve more favorable terms and conditions from energy suppliers, and recognizing that MUNICIPALITY will be aggregated with other municipalities in order to achieve such consumer market power, MEGA will establish a timeline for required milestones, a defined geographic scope of the aggregation group most appropriate for MUNICIPALITY, and a minimum participation threshold in order to proceed with aggregated procurement services, all of which are described in Appendix A of this Agreement;

iv) Implement its NYSPSC-approved Generic Data Protection Plan. If necessary, work with MUNICIPALITY to develop any community-specific provisions to be added to the Generic Data Protection Plan. Such Data Protection Plan includes but is not limited to:

1) Protocols ensuring protection of consumers’ personally identifiable information;

2) Data security protocols which restrict the use of data for inappropriate purposes such as advertising;

v) Assist the MUNICIPALITY in preparing for adoption of a Local Law required by the NYSPSC to implement the CCA Program;

vi) Prepare any other necessary documentation for submission to NYSPSC for its approval;
vii) Identification, collection of and payment for necessary data;

viii) Performance of the following services would be contingent upon passage of Local Law by MUNICIPALITY Authorizing CCA:

1) Preparation of Invitations to Bid or Requests for Proposals (RFPs) for electricity supply and related value-added products and services to the Participants;

2) Analysis of the RFP or bid responses and preparation of a report resulting from such analysis for MUNICIPALITY;

3) In consultation with MUNICIPALITY, prepare and negotiate one or more Energy Services Agreements (ESA) between MUNICIPALITY and one or more supplier(s), such Agreements are to determine the basic terms and conditions available to Participants for electricity, renewable or “green” power or related value-added products and services. ESA(s) shall set forth the overall terms and conditions of the Program as understood and approved by the MUNICIPALITY, and shall provide that certain eligible Participants will be subject to the terms and conditions of the ESA unless such Participants opt out. Other eligible Participants, as authorized by the NYSPSC, may be allowed to opt into the Program. An ESA will also provide for the payment of administrative fee by the energy supplier to MEGA;

4) As authorized representative on behalf of MUNICIPALITY, monitor agreements and contracts so executed, including assuring conformance by supplier with terms and conditions;

ix) Monitor State and Federal regulatory policies and developments and assist MUNICIPALITY with required educational and informational efforts regarding the Programs and/or with any changes that may be required as a result thereof;

b. Offer procurement of energy related value-added products and services, including energy efficiency and distributed energy resources;

c. Upon request or approval by MUNICIPALITY, offer consulting advice to MUNICIPALITY in support of MUNICIPALITY’s energy goals.
2.02 **RESPONSIBILITIES OF MUNICIPALITY.** During the term of this Agreement, MUNICIPALITY will:

a. Designate MEGA, as the CCA Administrator and authorized representative and agent of MUNICIPALITY, to exclusively represent and procure ESCO bids for energy supplies and services and to execute any Energy Services Agreement(s) on MUNICIPALITY’s behalf for eligible Participants in any CCA Program pursuant to MUNICIPALITY’s NYSPSC-approved Implementation Plan, Data Protection Plan and MUNICIPALITY’s Local Law Authorizing a CCA Program;

b. Endorse and promote the CCA Program to its Participants. The Program will be the exclusive vehicle for services carried out by MEGA under Article 2.01 of this Agreement. With the assistance of MEGA, MUNICIPALITY will establish the structure and marketing of the Program to its Participants;

c. Provide reasonable assistance to MEGA to determine eligibility of individual Participants in the CCA Program in conformance with NYSPSC criteria and assist MEGA in determining that customer data provided by the utility to MEGA is accurate;

d. Permit and provide for the use of MUNICIPALITY’s official letterhead and/or logo for the mailing of CCA Opt-Out notices to Participants, in accordance with the NYSPSC’s CCA Order;

e. Review MEGA’s recommendations throughout the CCA development process and provide direction and approval as required to enable the Program to meet agreed upon timetables;

f. Promote and market the Program in meetings and publications as outlined in the Implementation Plan, and with input and writing assistance from MEGA, produce and disseminate information both in print and through electronic means to eligible Participants;

g. Agree that the timeline, geographic scope and participation threshold described in Appendix A of this Agreement must be adhered to in order for the goals of the CCA Program to be effectuated, and that MEGA will not proceed with procurement services unless the minimum participation threshold is achieved in MUNICIPALITY’s designated geographic area.
ARTICLE III. MANAGEMENT OF THE PROGRAM; REPRESENTATIVES; MEETINGS.

3.01 Management of the Program. Eligibility for participation in the CCA Program shall be pursuant to regulations of the NYSPSC. All marketing and communications shall be the responsibility of MEGA, based on the Implementation Plan approved by the NYSPSC. The day-to-day financial and administrative management and supervision of the CCA Program shall be the responsibility of MEGA and any energy supplier designated to serve eligible Participants pursuant to the CCA procurement and any ESA.

3.02 Designation of Representatives. Both MUNICIPALITY and MEGA shall, by written notice to the other, designate one individual (Representative) authorized to act on their behalf with respect to this Agreement. In the case of MEGA, such individual shall be the President and CEO or designee; MUNICIPALITY’s representative shall be the Chief Executive Officer or designee, as appointed by resolution of the Municipal Board and subject to any limitations placed on said representative’s authority by said MUNICIPALITY, by resolution or under existing law. MUNICIPALITY and MEGA shall have the right to remove their Representative and replace her or him with a different Representative by giving written notice thereof at least 10 days in advance to the other party, in accordance with Article XV below.

3.03 Meetings of Parties. MUNICIPALITY and MEGA shall consult on a regular basis in order to comply with Program Implementation Plan goals and timetables. Consultations shall be either through meetings at the office of MUNICIPALITY or by conference call on a date and at a time mutually agreed upon unless both parties otherwise agree.

ARTICLE IV. ANNUAL REPORTS.

On or before March 31 of each year, in conformance with Orders or rules of the NYSPSC, MEGA shall furnish MUNICIPALITY and the NYSPSC with a report of the Program for the preceding year. Such report shall include, at a minimum: number of customers served; number of customers cancelling during the year; number of complaints received by the CCA liaison; commodity prices paid; energy related value-added products or services provided during the year (e.g. installation of distributed energy resources or other clean energy services); and administrative costs collected. The first such report shall also include the number of customers who opted out in response to the initial opt-out letter or letters. If a CCA supply contract will expire less than one year
following the filing of the annual report, the report must identify current plans for soliciting a new contract, negotiating an extension, or ending the CCA Program.

ARTICLE V. SUBCONTRACTORS.

MEGA may from time to time engage the services of subcontractors to fulfill the terms of this Agreement. MEGA’s principal subcontractor for the term of this Agreement is EnergyNext, Inc., of Saratoga Springs, New York and Chicago, Illinois.

ARTICLE VI. TERM AND TERMINATION.

6.01 Initial Term. Unless sooner terminated as provided herein, the initial term of this Agreement commences on the date hereof and continues until December 31, 2022. Either party may terminate this agreement for cause, upon 30 days’ written notice, pursuant to this Article.

6.02 Renewal Term. MUNICIPALITY and MEGA shall jointly review and assess the structure and terms of this Agreement, and jointly determine whether any changes should be made. The parties agree that it is their intention to renew this Agreement for an additional three-year period extending through December 31, 2025, unless amended or terminated as provided herein.

6.03 Termination by MEGA. MEGA shall have the right to terminate this Agreement if MUNICIPALITY breaches any of its representations or warranties herein in any material respect or fails in any material respect to comply with any of the terms or conditions of this Agreement or otherwise fails to discharge its duties hereunder, and such breach or failure is not cured or commenced to be cured within 45 days after written notice thereof is sent by MEGA to MUNICIPALITY, pursuant to Article XV.

6.04 Termination by MUNICIPALITY. MUNICIPALITY shall have the right to terminate this Agreement upon the occurrence of any of the following (each, an Event of Default):

a. MEGA breaches any of its representations or warranties herein in any material respect or fails in any material respect to comply with any of the terms or conditions of this Agreement or otherwise fails to discharge its duties hereunder, and such breach or failure is not cured within 45 days or, if not curable within 45 days, cure is commenced to be cured and diligently pursued within 45 days after written notice thereof is sent by MUNICIPALITY to MEGA, pursuant to Article XV.
b. MEGA ceases all operation, or makes an assignment for the benefit of creditors, or has filed by or against it any petition under any federal, state or local bankruptcy, insolvency or similar laws, if such filing is not dismissed or stayed within 30 days after the date thereof.

c. Changes in State or Federal law, or any Order or Ruling by the NYSPSC or a Court of this State renders this Agreement, CCA Programs, or any aspect thereof, illegal, unenforceable, or otherwise contrary to law, as discussed further below in Article XI.

6.05 This Agreement may be terminated by mutual agreement of the parties on 30-days’ notice.

6.06 No Waiver. Unless otherwise provided herein, the right of either party to terminate this Agreement hereunder shall not be affected in any way by its waiver of or failure to take action with respect to any previous default.

ARTICLE VII. MEGA’s RIGHTS: CCA PROGRAM DEVELOPMENT ACTIVITIES AND ADMINISTRATIVE FEE.

MEGA reserves the right to suspend CCA Program development activities if MUNICIPALITY does not attain any milestone on the Timeline in Appendix A, or if the Minimum Participation Threshold for the MUNICIPALITY’s designated aggregation group is not achieved by the deadline date in Appendix A. Suspension of CCA Program development activities will in no way preclude MUNICIPALITY from being included in a subsequent aggregation group developed by MEGA. Furthermore, no fee will be owed to MEGA by MUNICIPALITY for any activity or work accomplished by MEGA prior to such suspension of CCA Program development activities. Notice of any such suspension of activities will be provided in accordance with Article XV of this Agreement.

MEGA further reserves the right to include in any Energy Services Agreement entered into on behalf of MUNICIPALITY provision for payment by the provider of an administrative fee to MEGA. Such fee will be specified in any Request for Bids or other procurement solicitation, and will be the sole means by which MEGA will be compensated for its services of conducting public education, procurement, regulatory compliance and contract monitoring services as agent for MUNICIPALITY.
ARTICLE VIII. FORCE MAJEURE.

Neither party shall be liable to the other for any delay or failure to perform due to causes beyond its reasonable control. Performance times shall be considered extended for a period of time equivalent to the time lost because of any such delay.

ARTICLE IX. INDEPENDENT CONTRACTOR.

It is expressly agreed that MEGA and/or its subcontractors are acting as independent contractors, and not as employees of MUNICIPALITY. Except as expressly set forth in this Agreement, nothing herein shall be construed to imply that either party is an agent of the other or that the parties are in partnership or joint venture together or that either is liable for the acts of the other.

ARTICLE X. GOVERNING LAW.

This Agreement and performance hereunder shall be governed by the laws of the State of New York. It is further agreed that the sole location and venue for any litigation which may arise hereunder shall be an appropriate federal or state court located in New York State.

ARTICLE XI. CHANGE OF LAW.

Neither party shall be considered in default of this Agreement if failure to adhere to this Agreement is caused by changes or delays of NYSPSC orders or New York State law. If such changes occur both parties will act in good faith to determine mutually accepted and beneficial changes to this Agreement.

ARTICLE XII. ASSIGNMENT.

This Agreement and MEGA’s rights or obligations hereunder may be assigned to another party only with the prior written consent of MUNICIPALITY, such consent not to be unreasonably withheld. This Agreement and MUNICIPALITY’s rights or obligations hereunder may be assigned to another party only with the prior written consent of MEGA, such consent not to be unreasonably withheld.

ARTICLE XIII. EXCLUSIVE CONSULTANT.

MEGA is MUNICIPALITY’S Exclusive Consultant for CCA. As such, MUNICIPALITY shall, in good faith, provide notice and information to Participants,
energy services companies (ESCOs) and consultants of the exclusive relationship to assure MEGA’s ability to meet MUNICIPALITY’s and Participants’ requirements.

ARTICLE XIV. INDEMNIFICATION AND INSURANCE.

MEGA shall indemnify, hold harmless and defend MUNICIPALITY and its officers, employees and agents from and against any and all claims and actions brought against MUNICIPALITY and its officers, employees and agents arising out of the performance of this contract by MEGA, its employees, subcontractors or agents including but not limited to claims or actions or injury or death to any person or persons or damage to property. MEGA shall maintain minimum limits of insurance as required by law.

MUNICIPALITY shall indemnify, hold harmless and defend MEGA and its officers, employees and agents from and against any and all claims and actions brought against MEGA and its officers, employees and agents arising out of the performance of this contract by MUNICIPALITY, its employees, subcontractors or agents including but not limited to claims or actions or injury or death to any person or persons or damage to property. MUNICIPALITY shall maintain minimum limits of insurance as required by law.

ARTICLE XV. NOTICE.

All notices, requests, demands and other communications required or permitted to be made hereunder shall be in writing and shall be deemed duly given if hand delivered, sent by certified mail, return receipt requested, or sent by nationally recognized overnight delivery service, in each case addressed to the party entitled to receive the same at the address specified below:

President and CEO
Municipal Electric and Gas Alliance
PO Box 88
Ithaca, NY 14851
518-306-1996

__________________

2029 New Scotland Road
Slingerlands, NY 12159
Any party may change the address to which communications are to be sent by giving notice of such change of address in conformity with the provisions of this Article providing for the giving of notice. Notice shall be deemed to be effective, if personally delivered, when delivered; if mailed, at midnight on the third business day after being sent certified mail; and if sent by nationally recognized overnight delivery service, on the next business day following delivery to such delivery service.

ARTICLE XVI. ENTIRE AGREEMENT; AMENDMENTS.

This Agreement evidences this entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes and merges any prior understandings or agreements. This Agreement may not be amended or modified except in writing subscribed to by both parties.

ARTICLE XVII. THIRD PARTY BENEFICIARIES.

The parties specifically intend and agree that, except as expressly provided herein, no one other than the parties to this Agreement, including without limitation any Participant, is or shall be deemed to be a third-party beneficiary of any of the rights or obligations set forth in this Agreement.

ARTICLE XVIII. CONFIDENTIALITY.

18.01 MEGA acknowledges that, during the negotiation and performance under this Agreement, confidential customer utility account information relating to Participants’ energy usage or income status may be disclosed to or acquired by MEGA and/or its officers, directors and/or employees and consultants. As provided in detail in the Data Protection Plan, MEGA agrees not to disclose, use or divulge, and agrees to cause its officers, directors and employees and consultants not to disclose, use or divulge, except as may be necessary in connection with the performance of MEGA’s obligations under this Agreement, or pursuant to law, any such confidential customer utility account information disclosed by MUNICIPALITY or utility to MEGA or its officers, directors or employees or consultants or otherwise obtained by MEGA or its officers, directors or employees or consultants from MUNICIPALITY or anyone acting on MUNICIPALITY’s behalf which relates to Participants’ energy usage or income status.

18.02 Further, to the extent that, pursuant to this Agreement, information is exchanged between MUNICIPALITY and MEGA and/or its officers, directors, and/or employees and consultants, which is sensitive in nature, and which would be
exempt from public disclosure under the Freedom of Information Law (FOIL) if requested directly from the MUNICIPALITY, such information will be kept confidential and not disclosed by MEGA. MUNICIPALITY’S sharing of such information with MEGA, pursuant to this contract, shall not constitute a waiver of confidential protection/exemptions under FOIL. Further, MEGA will address any FOIL requests it receives (related to this Agreement or the CCA) with the MUNICIPALITY, to ensure that no information is improperly released which is sensitive in nature and should be exempt from disclosure, including but not limited to: confidential personal information about customers or municipal employees; protected contact information collected by the municipality for tax collection purposes; information the release of which would constitute an unwarranted invasion of privacy, as defined under New York Public Officers Law § 89; information which, if disclosed, would impair negotiation of a contract; or any other information exempted from disclosure by state or federal statute.

18.03 To the extent that MEGA provides information to MUNICIPALITY pursuant to this Agreement which is subject to exemption from disclosure under FOIL as trade secret or proprietary information, information related to negotiation of a contract, or other information exempt from disclosure, MEGA will alert MUNICIPALITY to the sensitive nature of this information and request that it not be disclosed. MUNICIPALITY will treat this information as confidential and exempt from disclosure under FOIL, to the extent permitted by law.

ARTICLE XIX. MISCELLANEOUS.

Any delay or forbearance by either party in exercising any right hereunder shall not be deemed a waiver of that right. Each party shall be responsible for its respective legal and other expenses incurred in connection with the preparation and negotiation of this Agreement. The provisions of this Agreement are independent of and severable from each other. No provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any one or more of the other provisions hereof may be invalid or unenforceable in whole or in part. The title of the Sections and subsections are for convenience only and are not in any way intended to limit or amplify the terms or conditions of this Agreement. This Agreement may be executed in any number of counterparts each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one Agreement. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories hereto.
IN WITNESS WHEREOF the parties hereto have set their signatures as of the date first above written:

**MUNICIPALITY:**

By:

Title:

Date:

**MEGA**

By:

Title:

Date:
APPENDIX A: TIMELINE, GEOGRAPHIC SCOPE, PARTICIPATION THRESHOLD AND CCA LIAISON

TIMELINE

MEGA has established a timeline for each MUNICIPALITY to meet essential milestones in the process of establishing a Community Choice Aggregation Program. The attainment of each milestone is necessary in order for MEGA to successfully meet regulatory requirements of the New York State Public Service Commission, as well as market imperatives that affect the success of the CCA Program for all participating municipalities and energy consumers.

<table>
<thead>
<tr>
<th>Milestone or Municipal Action</th>
<th>Responsible Party</th>
<th>Deadline Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Execution of Administration Agreement</td>
<td>MUNICIPALITY</td>
<td></td>
</tr>
<tr>
<td>Adoption of Local Law</td>
<td>MUNICIPALITY</td>
<td></td>
</tr>
<tr>
<td>Acceptance of Implementation Plan (IP)</td>
<td>MUNICIPALITY</td>
<td>Upon adoption of Local Law</td>
</tr>
<tr>
<td>Acceptance of Data Protection Plan (DPP)</td>
<td>MUNICIPALITY</td>
<td>Upon adoption of Local Law</td>
</tr>
<tr>
<td>Attainment of Minimum Participation Threshold</td>
<td>MEGA</td>
<td></td>
</tr>
</tbody>
</table>

AGGREGATION

MUNICIPALITY, along with other municipalities, will be included in MEGA’s designated Aggregation:

__National Grid__ (Utility)

_______F_______ (NYISO Zone)
MINIMUM PARTICIPATION THRESHOLD

MEGA has established a Minimum Participation Threshold (MPT) of approximately ____________________ eligible customers for the designated Aggregation in which MUNICIPALITY will be included. The MPT represents the sum of all eligible customers in all municipalities participating in the aggregation listed above. MEGA will proceed with procurement efforts once the minimum threshold is achieved. MEGA may suspend CCA Program development activities in the event the minimum threshold is not achieved by the deadline.

CCA LIAISON

As required by the NYSPSC, the MUNICIPALITY hereby designates the following individual/office to be the CCA Liaison for the Program as the primary party within the MUNICIPALITY responsible for responding to questions or concerns by CCA Participants. This individual/office’s name and contact information will be listed on MEGA’s website and other documents as the MUNICIPALITY’s CCA Liaison.

_____________________ (Name)
_____________________ (Title)
_____________________ (Office Phone Number)
_____________________ (Secondary Phone Number)
_____________________ (E-mail)
STATE OF NEW YORK  
Town of New Scotland  
AGREEMENT  

Contract No.: D035923  
County: Albany  

THIS AGREEMENT, entered into this the _______ day of __________ , 20____, by THE PEOPLE OF THE TOWN OF NEW SCOTLAND, hereinafter referred to as “Sponsor”, acting by and through the Town of New Scotland, pursuant to the Highway Law, and Prime Highway Contractors, LLC  
[ ] an individual conducting business as  
[ ] a partnership, consisting of  
x ] a corporation organized and existing under the laws of the State of New York  
the location of whose principal office is 50 Colvin Ave., Suite 103 Albany, NY 12206 hereinafter called the “Contractor”.  

WITNESSETH: That the Sponsor and the Contractor for the consideration hereinafter named agree as follows:  

ARTICLE 1. WORK TO BE DONE. The Contractor shall (a) furnish all the materials, appliances, tools and labor of every kind required, and construct and complete in the most substantial and skillful manner, the construction, improvement or reconstruction of the project on or before the completion date of the 8th day of August, 2019 as further described in Article 4, and as generally identified and shown on the contract plans entitled: PIN 1760.30 – KRUMKILL ROAD CORRECTIVE MAINTENANCE, TOWN OF NEW SCOTLAND, ALBANY COUNTY in accordance with the “Standard Specifications” of the New York State Department of Transportation, which contain the information for bidders; proposal form, contract agreement, and bonds; and payment Items; and (b) do everything required by the Contract and/or Contract Documents as defined herein.  

The Contractor further agrees their bid proposal is not based upon the assumption that any specifications, traffic restrictions, scheduling or phasing/staging requirements will be waived; an extension of Contract Completion Date will be granted; a labor dispensation will be granted; substitution of non-approved products, alternatives or claimed functional equivalents for specified construction materials and methods will be allowed; or any Value Engineering Change Proposals will be approved.  

ARTICLE 2. DOCUMENTS FORMING THE CONTRACT. The Contract (and Contract Documents) shall be deemed to include the advertisement for proposals; the contract proposal, including Special Notes and Special Specifications contained therein; the contractor’s proposal; the Equal Employment Opportunity (EEO) participation goals; the Disadvantaged/Minority/Women’s Business Enterprise (D/M/WBE) participation goals; the contract agreement; the base line data; the "Standard Specifications" including all addenda thereto identified in the contract proposal; the Standard Sheets; the plans; any amendments issued prior to the date of proposal submission, and all provisions required by law to be inserted in the contract whether actually inserted or not. Whenever separate publications are referenced in the Contract Documents it shall mean those, as amended, which are current on the date of advertisement for bids.  

ARTICLE 3. EXAMINATION OF DOCUMENTS AND SITE. The Contractor agrees that before making its proposal it carefully examined the contract documents, together with the site of the proposed work, as well as its surrounding territory, and is informed regarding all of the conditions affecting the work to be done and labor and materials to be furnished for the completion of this contract, including the existence of poles, wires, pipes and other facilities and structures of municipal and other public service corporations on, over or under the site, except latent conditions that meet the requirements of §104-03 Differing Site Conditions, and that its information was secured by personal and other investigation and research.
ARTICLE 4. DATE OF COMPLETION. The Contractor further agrees that it will begin the work herein embraced within ten days of the effective date hereof, unless the consent of the Sponsor, in writing, is given to begin at a later date, and that it will prosecute the same so that it shall be entirely completed and performed on or before the completion date shown in Article 1.

No extension beyond the date of completion fixed by the terms of this contract shall be effective unless in writing signed by the Sponsor. Such extension shall be for such time and upon such terms and conditions as shall be fixed by the Sponsor, which may include the assessment of liquidated damages and a charge for engineering and inspection expenses actually incurred upon the work, including engineering and inspection expenses incurred upon the work by railroad companies on contracts for grade crossing elimination. Notice of application for such extension shall be filed with The Town of New Scotland within which the highway under construction is located at least fifteen days prior to the date of completion fixed by the terms of this agreement.

ARTICLE 5. ALTERATIONS AND OMISSIONS. The said work shall be performed in accordance with the true intent and meaning of the contract documents without any further expense of any nature whatsoever to the Sponsor other than the consideration named in this agreement.

The Sponsor reserves the right, at any time during the progress of the work, to alter the plans or omit any portion of the work as it may deem reasonably necessary for the public interest making allowances for additions and deductions with compensation made in accordance with the Standard Specifications, for this work without constituting grounds for any claim by the contractor for allowance for damages or for loss of anticipated profits, or for any variations between the approximate quantities and the quantities of the work as done.

ARTICLE 6. NO COLLUSION OR FRAUD. The Contractor hereby agrees that the only person or persons interested as principal or principals in the bid or proposal submitted by the Contractor for this contract are named therein, and that no person other than those mentioned therein has any interest in the above mentioned proposal or in securing of the award, and that this contract has been secured without any connection with any person or persons other than those named, and that the proposal is in all respects fair and was prepared and the contract was secured without collusion or fraud and that neither any officer nor employee of the Town of New Scotland has or shall have a financial interest in the performance of the contract or in the supplies, work or business to which it relates, or in any portion of the profits thereof. (See also §139-a and §139-b of the State Finance Law referred to in the Standard Specifications which are made a part of this contract.)

ARTICLE 7. CONTRACT PAYMENTS. As the work progresses in accordance with the contract and in a manner that is satisfactory to the Sponsor, the Sponsor hereby agrees to make payments to the Contractor therefore, based upon the proposal attached hereto and made a part hereof, as follows: The Sponsor shall once in each month and on such days as it may fix, determine the quantity of work completed and of material which has actually been put in place in accordance with the terms and conditions of the contract, during the preceding month, and compute the value thereof and pay to the Contractor the monies due as provided in §38(7) of the Highway Law. No monthly payment shall be rendered unless the value of the work completed equals 5% of the contract amount or $1,000, whichever is the lesser. Semi-monthly payments may be rendered provided (a) the value of the work performed in two successive weeks is more than $50,000 or (b) the Town of New Scotland deems it to be in the best interests of the Sponsor to do so. The Contractor shall not hold any retainage from any Subcontractor.

ARTICLE 8. NO PAYMENT DUE TO CONTRACTOR'S NON-COMPLIANCE. It is further agreed that so long as any lawful or proper direction concerning the work or material given by the Town of New Scotland Supervisor, or his/her representative, shall remain uncomplied with, the Contractor shall not be entitled to have said contract payment processed, nor shall any contract payment(s) be processed for work done or material furnished until such lawful or proper direction aforesaid has been fully and satisfactorily complied with.
ARTICLE 9. FINAL ACCEPTANCE OF WORK. When in the opinion of the Engineer In Charge a Contractor has fully performed the work under the contract, the Engineer In Charge shall recommend to the Town of New Scotland the acceptance of the work so completed. If the Town of New Scotland accepts the recommendation of the Engineer In Charge, he/she shall thereupon by letter notify the Contractor, with copies to other interested parties, of such acceptance. Prior to the final acceptance of the work by the Town of New Scotland or his/her designee, the contract work may be inspected, accepted and approved by other agencies and/or municipalities who will have jurisdiction of the work after final acceptance.

Final acceptance shall be final and conclusive except for defects not readily ascertainable by the Sponsor, actual or constructive, fraud, gross mistakes amounting to fraud or other errors which the Contractor knew or should have known about as well as the Sponsor’s rights under any warranty or guarantee. Final acceptance may be revoked by the Sponsor at any time prior to the issuance of the final check by the Sponsor upon the Town of New Scotland discovery of such defects, mistakes, fraud or errors in the work.

ARTICLE 10. FINAL PAYMENT. After the final acceptance of the work, the Engineer In Charge shall prepare a final agreement of the work performed and the materials placed and shall determine the value of such work and materials under and according to the terms of the contract. This final agreement shall be certified, as to its correctness, by the Engineer In Charge. Upon approval of such final agreement by the Town of New Scotland, it shall be submitted to the Town of New Scotland Town Board for final approval. The right, however, is hereby reserved to the Town of New Scotland to reject the whole or any portion of the final agreement, should the said certificate of the Engineer In Charge be found or known to be inconsistent with the terms of the agreement or otherwise improperly given. All certificates, upon which partial payments may have been made, shall be subject to correction in the final certificate or final agreement.

ARTICLE 11. RIGHT TO SUSPEND WORK AND CANCEL CONTRACT. It is further mutually agreed that at any time during the prosecution of the work the Town of New Scotland shall determine that the work upon the contract is not being performed according to the contract or for the best interest of the Sponsor, the execution of the work by the Contractor may be temporarily suspended by the Town of New Scotland, who may then proceed with the work under his/her own direction in such manner as will accord with the contract specifications and be for the best interests of the Sponsor; or he/she may terminate the Contractor’s employment under the contract while it is in progress, and thereupon proceed with the work, in affirmance of the contract, by contract negotiated or publicly let, by the use of his/her own forces, by calling upon the surety to complete the work in accordance with the plans and specifications or by a combination of any such methods; or he/she may cancel the contract and either readvertise or relet as provided in Section 38 of the Highway Law, or complete the work under its own direction in such a manner as will accord with the contract specifications and be for the interests of the Sponsor; any excess in the cost of completing the contract beyond the price for which it was originally awarded shall be charged to and paid by the Contractor failing to perform the work or its surety; all in pursuance of the provisions of Section 40 of the Highway Law.

Whenever the Sponsor determines to suspend or stop work under the contract, a written notice sent by mail to the Contractor at its address and to the sureties at their respective addresses, shall be sufficient notice of its action in the premises.

ARTICLE 12. DETERMINATION AS TO VARIANCES. In any case of any ambiguity in the plans, specifications or maps, or between any of them, the matter must be immediately submitted to the Town of New Scotland, who shall adjust the same, and his/her decision in relation thereto shall be final and conclusive upon the parties.

ARTICLE 13. SUCCESSORS AND ASSIGNS. This agreement shall bind the successors, assigns and representatives of the parties hereto.
ARTICLE 14. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with §139-h of State Finance Law, the Contractor hereby promises, asserts and represents that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating or shall participate in an international boycott in violation of the provisions of the United States Export Administration Act of 1969, as amended, or the United States Export Administration Act of 1979, or the effective Regulations of the United States Department of Commerce promulgated under either act.

It is understood further that the Sponsor in awarding a contract does so in material reliance upon the promise and representation made by the Contractor in the forgoing paragraph and that such contract shall be rendered forfeit and void by the Town of New Scotland Town Board if subsequent to the bid execution date, the Contractor or such owned or affiliated person, firm, partnership or corporation has been convicted of a violation of the aforesaid Acts or Regulations or has been found upon final determination of the United States Commerce Department or any other appropriate agency of the United States to have violated such Acts or Regulations.

The Contractor agrees to and shall notify the Town of New Scotland, of any such conviction or final determination of violation within five (5) days thereof.

IN WITNESS WHEREOF, this agreement has been executed by the Sponsor, acting by and through the Town of New Scotland, and the Contractor or its appointed representative, who has executed this agreement on the day and year first written above.

Attest

(Signature) Date: 

Print Name & Title

By: ________________________________

Town of New Scotland

Attest

(Signature) Date: 

Print Name & Title

By: ________________________________

Contractor Firm Name

“In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of the contract.”
THIS CONTRACT IS NOT TO BE EXECUTED OR BECOME EFFECTIVE UNTIL IT SHALL FIRST BE APPROVED BY THE TOWN OF NEW SCOTLAND TOWN BOARD AND FILED IN HIS/HER OFFICE.
(Section 112, State Finance Law.)

(Acknowledgment of individual contractor)
STATE OF NEW YORK ss.:  
COUNTY OF ____________________

On this _____ day of ___________ 20 ___, before me personally came _____________________________ to me known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged that he/she executed the same.

_______________________________________
Notary Public

(Acknowledgment of co-partnership contractor)
STATE OF NEW YORK ss.:  
COUNTY OF ____________________

On this _____ day of ___________ 20 ___, before me personally came _____________________________ to me known and known to me to be the person who executed the foregoing instrument, who, being duly sworn by me, did for himself/herself depose and say that he/she is a member of the firm of _____________________________ consisting of himself/herself and _____________________________ and that he/she executed the foregoing instrument and that he/she had authority to sign same, and he/she did duly acknowledge to me that he/she executed the same as the act and deed of said firm for the uses and purposes mentioned therein.

_______________________________________
Notary Public

(Acknowledgment of contractor, if a corporation)
STATE OF NEW YORK ss.:  
COUNTY OF ____________________

On this _____ day of ___________ 20 ___, before me personally came _____________________________ to me known, and known to me to be the person who being duly sworn, did depose and say that he/she resides in _____________________________ that he/she is the _____________________________ of the _____________________________ the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said Corporation.

_______________________________________
Notary Public
US CUSTOMARY UNITS

P.I.N. 1760.30
D035923
F.A. PROJECT

PROPOSAL

Submitted in accordance with the NYSDOT Standard Specifications for US Customary Units adopted May 1, 2008, and the Highway Law.

KRUMKILL ROAD CORRECTIVE MAINTENANCE

LETTING TIME & DATE:
3:00 PM on May 16, 2019

LETTING LOCATION:
OFFICE OF THE TOWN CLERK
TOWN OF NEW SCOTLAND
TOWN HALL
2029 NEW SCOTLAND ROAD
SLINGERLANDS, NY 12159

TOWN OF NEW SCOTLAND, ALBANY COUNTY, NEW YORK
PROJECT TITLE SHEET

TOWN: TOWN OF NEW SCOTLAND

PROJECT DESCRIPTION:

Krumkill Corrective Maintenance Improvements

This project will restore the pavement structure of Krumkill Road in the Town of New Scotland in Albany County, New York. This project begins at the intersection with Font Grove and ends at the Normanskill Bridge. The primary goal of this project is to improve the ride-ability of the pavement surface and extend the service life of the pavement structure.

CAPITAL PROJECT IDENTIFICATION NUMBER (P.I.N.): 1760.30

DEPOSIT REQUIRED: 5% of total bid (Certified check, bank cashier's check).

COMPLETION DATE: August 8, 2019

SPONSOR CONTACT (for non-technical project questions or comments):
Kennedy Guyer, Highway Superintendent
Town of New Scotland
2869 New Scotland Road
Slingerlands, NY 12159
(518) 475-0385

DESIGNER CONTACT (for project-related technical questions):
Matthew Conley, PE
Stantec Consulting Services, Inc.
3 Columbia Circle, Suite 6
Albany, NY 12203
Phone: (518) 218-5802
Fax: (518) 452-9234

BIDDERS ARE HEREBY ADVISED THAT THE SPONSOR MAY EXERCISE ITS RIGHTS TO REJECT ANY PROPOSAL, PURSUANT TO SECTION 103-01 OF THE STANDARD SPECIFICATIONS, IN WHICH BID PRICES APPEAR IN THE SPONSOR'S JUDGEMENT TO CONSTITUTE AN UNBALANCED BID FOR THE WORK.

UPON BEING IDENTIFIED AS THE APPARENT LOW BIDDER, A COMPLETED NEW YORK STATE UNIFORM CONTRACTING QUESTIONNAIRE (NYSUCQ) CCA-2 FORM MUST BE FILLED AND APPROVED PRIOR TO THE AWARD OF A CONTRACT OR APPROVAL TO SUBCONTRACT. THE QUESTIONNAIRE WILL GENERALLY COVER ALL LOW BIDS OR SUBCONTRACT REQUESTS FOR ONE CALENDAR YEAR. QUESTIONNAIRES CAN BE OBTAINED AT THE WEBSITE BELOW.

https://www.dot.ny.gov/bids-and-lettings/construction-contractors/general-info
BID DEPOSIT

Accompanying this proposal is a bid bond, certified check or bank cashier's check for the specified amount of deposit required. In the event this proposal is accepted and the undersigned shall fail to execute the contract and in all respects comply with the provisions of Section 38 of the Highway Law, as amended, or where applicable, Section 30 of the Canal Law, as amended, the moneys represented by such bid bond, certified check or bank cashier's check shall be regarded as liquidated damages and shall be forfeited and become the property of the owner; otherwise to be returned to the depositor in accordance with the provisions of said Section 38 of the Highway Law, as amended, or where applicable with Section 30 of the Canal Law, as amended.

On acceptance of this proposal for said work the undersigned does or do hereby bind herself/himself or itself/themselves to enter into written contract, within ten days of date of notice of award, with the said owner, and to comply in all respects with §38(6) of the Highway Law, as amended, or where applicable with §30(7) of the Canal Law, as amended, in relation to security for the faithful performance of the terms of said contract.

F.A. Project

Capital Project Identification Number (P.I.N.):  1760.30

Deposit Required: Certified Check or Bank Cashier's Check for 5% of the Total Bid, or Bid Bond for 25% of the Total Bid, made payable to the "Town of New Scotland".
<table>
<thead>
<tr>
<th>ITEM NUMBER - DESCRIPTION - UNIT</th>
<th>EST. OF QUANTITIES UNIT</th>
<th>UNIT BID PRICE</th>
<th>AMOUNT OF BID</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item: 201.06 CLEARING AND GRUBBING</td>
<td>NEC LS</td>
<td>9,000.00</td>
<td>9,000.00</td>
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<tr>
<td>Item: 203.02 UNCLASSIFIED EXCAVATION AND DISPOSAL</td>
<td>600 CY</td>
<td>27.00</td>
<td>16,200.00</td>
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<td>Item: 203.03 EMBANKMENT IN PLACE</td>
<td>20 CY</td>
<td>15.00</td>
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<tr>
<td>Item: 203.07 SELECT GRANULAR FILL</td>
<td>10 CY</td>
<td>40.00</td>
<td>400.00</td>
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<tr>
<td>Item: 203.24010017 SHOULDER BACKUP MATERIAL</td>
<td>120 TON</td>
<td>50.00</td>
<td>6,000.00</td>
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<tr>
<td>Item: 209.110102 CHECK DAM (DITCH BOTTOM WIDTH &gt; 3' TO 8'), STONE-TEMPCRAY</td>
<td>4 EACH</td>
<td>300.00</td>
<td>1,200.00</td>
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<tr>
<td>Item: 209.13 SILT FENCE-TEMPORARY</td>
<td>270 LF</td>
<td>2.00</td>
<td>540.00</td>
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</table>
## P.I.N. 1760.30
Krumpill Road Corrective Maintenance Improvements
Town of New Scotland, NY

<table>
<thead>
<tr>
<th>ITEM NUMBER - DESCRIPTION - UNIT</th>
<th>EST. OF QUANTITIES UNIT</th>
<th>UNIT BID PRICE</th>
<th>AMOUNT OF BID</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item: 209.190301 ROLLED EROSION CONTROL PRODUCT, CLASS II TYPE C, INTERMEDIATE</td>
<td>450 SY</td>
<td>3.00</td>
<td>1,350.00</td>
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<td>Unit: SY</td>
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<tr>
<td>Item: 304.12 SUBBASE COURSE, TYPE 2</td>
<td>280 CY</td>
<td>53.00</td>
<td>14,840.00</td>
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<tr>
<td>Unit: CY</td>
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<tr>
<td>Item: 402.000013 PLANT PRODUCTION QUALITY ADJUSTMENT TO HMA ITEMS</td>
<td>56 QU</td>
<td>$65.00</td>
<td>$3,640.00</td>
</tr>
<tr>
<td>Unit: QU</td>
<td>FIXED PRICE: SEE SPECIFICATION AND SUBSECTION 102-3</td>
<td>FIXED PRICE: SEE SPECIFICATION AND SUBSECTION 102-3</td>
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<tr>
<td>Item: 402.058903 SHIM COURSE F9, HOT MIX ASPHALT</td>
<td>150 TON</td>
<td>100.00</td>
<td>15,000.00</td>
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<td>Unit: TON</td>
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<tr>
<td>Item: 402.127303 12.5 F3 TOP COURSE HMA, 70 SERIES COMPACTION</td>
<td>900 TON</td>
<td>86.00</td>
<td>77,400.00</td>
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<td>Unit: TON</td>
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<tr>
<td>Item: 402.257903 25 F9 BINDER COURSE HMA, 70 SERIES COMPACTION</td>
<td>90 TON</td>
<td>84.00</td>
<td>7,560.00</td>
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<td>Unit: TON</td>
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<tr>
<td>Item: 402.377903 37.5 BASE COURSE HMA, 70 SERIES COMPACTION</td>
<td>110 TON</td>
<td>82.00</td>
<td>9,020.00</td>
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<td>Unit: TON</td>
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The itemized proposal shall be completed by the bidder with the unit prices written in words and numbers and the extensions written in numerals.
<table>
<thead>
<tr>
<th>ITEM NUMBER - DESCRIPTION - UNIT</th>
<th>EST. OF QUANTITIES UNIT</th>
<th>UNIT BID PRICE</th>
<th>AMOUNT OF BID</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item: 407.0102 DILUTED TACK COAT</td>
<td>710 GAL</td>
<td>3.50</td>
<td>2,485.00</td>
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<tr>
<td>Unit: GAL</td>
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<tr>
<td>Item: 416.10000018 COLD RECYCLING ASPHALT CONCRETE</td>
<td>10690 SY</td>
<td>3.20</td>
<td>34,208.00</td>
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<td>Unit: SY</td>
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<tr>
<td>Item: 416.20000018 ASPHALT EMULSION</td>
<td>18800 GAL</td>
<td>2.75</td>
<td>51,700.00</td>
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<td>Unit: GAL</td>
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<tr>
<td>Item: 416.30000018 FOG SEAL</td>
<td>1100 GAL</td>
<td>3.00</td>
<td>3,300.00</td>
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<td>Unit: GAL</td>
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<tr>
<td>Item: 603.171216 GALVANIZED STEEL END SECTIONS-PIPE (2-2/3&quot; X 1/2&quot; CORRUGATIONS) 18 INCH DIAMETER, 16 GAUGE</td>
<td>2 EACH</td>
<td>330.00</td>
<td>660.00</td>
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<td>Unit: EACH</td>
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<tr>
<td>Item: 603.9815 SMOOTH INTERIOR CORRUGATED POLYETHYLENE CULVERT AND STORMDRAIN 15 INCH DIAMETER</td>
<td>25 LF</td>
<td>32.00</td>
<td>800.00</td>
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<td>Unit: LF</td>
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<tr>
<td>Item: 607.41010010 PLASTIC BARRIER FENCE - TEMPORARY</td>
<td>450 LF</td>
<td>2.00</td>
<td>900.00</td>
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<td>Unit: LF</td>
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The itemized proposal shall be completed by the bidder with the unit prices written in words and numbers and the extensions written in numerals.
<table>
<thead>
<tr>
<th>ITEM NUMBER - DESCRIPTION - UNIT</th>
<th>EST. OF QUANTITIES UNIT</th>
<th>UNIT BID PRICE DOLLARS</th>
<th>AMOUNT OF BID DOLLARS</th>
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<tbody>
<tr>
<td>Item: 608.020102</td>
<td>13 TON</td>
<td>140.00</td>
<td>1,820.00</td>
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<tr>
<td>HOT MIX ASPHALT (HMA) SIDEWALKS, DRIVEWAYS AND BICYCLE PATHS, AND VEGETATION CONTROL STRIPS Unit TON</td>
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<tr>
<td>Item: 610.1403</td>
<td>90 CY</td>
<td>54.00</td>
<td>4,860.00</td>
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<td>TOPSOIL - LAWNS Unit CY</td>
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<tr>
<td>Item: 610.1601</td>
<td>330 SY</td>
<td>1.50</td>
<td>495.00</td>
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<tr>
<td>TURF ESTABLISHMENT - ROADSIDE Unit SY</td>
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<tr>
<td>Item: 619.01</td>
<td>NEC LS</td>
<td>30,000.00</td>
<td>30,000.00</td>
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<tr>
<td>BASIC WORK ZONE TRAFFIC CONTROL Unit LS</td>
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<tr>
<td>Item: 619.04</td>
<td>12 EACH</td>
<td>50.00</td>
<td>600.00</td>
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<tr>
<td>TYPE III CONSTRUCTION BARRICADE Unit EACH</td>
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<tr>
<td>Item: 619.0901</td>
<td>8850 LF</td>
<td>.26</td>
<td>2,301.00</td>
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<tr>
<td>TEMPORARY PAVEMENT MARKINGS STRIPES (TRAFFIC PAINT) Unit LF</td>
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<tr>
<td>Item: 623.03</td>
<td>450 TON</td>
<td>30.00</td>
<td>13,500.00</td>
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<tr>
<td>CRUSHED STONE (BY WEIGHT) Unit TON</td>
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<tr>
<td>ITEM NUMBER - DESCRIPTION - UNIT</td>
<td>EST. OF QUANTITIES</td>
<td>UNIT BID PRICE</td>
<td>AMOUNT OF BID</td>
</tr>
<tr>
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<tr>
<td></td>
<td></td>
<td>DOLLARS</td>
<td>CENTS</td>
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<tr>
<td>Item: 624.0109 CONVENTIONALLY FORMED OR MACHINE FORMED CONCRETE GUTTERSTYME BB</td>
<td>150 SF</td>
<td>24.65</td>
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<td>Unit SF</td>
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<tr>
<td>Item: 625.01 SURVEY OPERATIONS</td>
<td>NEC LS</td>
<td>9,000.00</td>
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<tr>
<td>Unit LS</td>
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<td></td>
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<tr>
<td>Item: 627.50140008 CUTTING PAVEMENT</td>
<td>70 LF</td>
<td>3.00</td>
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<td>Unit LF</td>
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<tr>
<td>Item: 637.34 OFFICE TECHNOLOGY AND SUPPLIES</td>
<td>500 DC</td>
<td>$1.00</td>
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<td>Unit DC</td>
<td>FIXED PRICE: SEE SPECIFICATION AND SUBSECTION 102-3</td>
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<tr>
<td>Item: 685.11 WHITE EPOXY REFLECTORIZED PAVEMENT STRIPES - 20 MILS</td>
<td>8850 LF</td>
<td>.60</td>
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<td>Unit LF</td>
<td>FIXED PRICE: SEE SPECIFICATION AND SUBSECTION 102-3</td>
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<tr>
<td>Item: 685.12 YELLOW EPOXY REFLECTORIZED PAVEMENT STRIPES - 20 MILS</td>
<td>8850 LF</td>
<td>.60</td>
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<tr>
<td>Unit LF</td>
<td>FIXED PRICE: SEE SPECIFICATION AND SUBSECTION 102-3</td>
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<td>Item: 697.03 FIELD CHANGE PAYMENT</td>
<td>14000 DC</td>
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</tr>
<tr>
<td>Unit DC</td>
<td>FIXED PRICE: SEE SPECIFICATION AND SUBSECTION 102-3</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The itemized proposal shall be completed by the bidder with the unit prices written in words and numbers and the extensions written in numerals.
## Krumkill Road Corrective Maintenance Improvements
**Town of New Scotland, NY**

<table>
<thead>
<tr>
<th>ITEM NUMBER - DESCRIPTION - UNIT</th>
<th>EST. OF QUANTITIES UNIT</th>
<th>UNIT BID PRICE</th>
<th>AMOUNT OF BID</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item: 698.04 Asphalt Price Adjustment</td>
<td>4736 DC</td>
<td>$1.00</td>
<td>$4,736.00</td>
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<tr>
<td>Unit DC</td>
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<td>FIXED PRICE: SEE SPECIFICATION AND SUBSECTION 102-3</td>
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<tr>
<td>Item: 698.05 Fuel Price Adjustment</td>
<td>809 DC</td>
<td>$1.00</td>
<td>$809.00</td>
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<tr>
<td>Unit DC</td>
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<td>FIXED PRICE: SEE SPECIFICATION AND SUBSECTION 102-3</td>
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</tr>
<tr>
<td>Item: 698.06 Steel/Iron Price Adjustment</td>
<td>100 DC</td>
<td>$1.00</td>
<td>$100.00</td>
</tr>
<tr>
<td>Unit DC</td>
<td></td>
<td>FIXED PRICE: SEE SPECIFICATION AND SUBSECTION 102-3</td>
<td></td>
</tr>
</tbody>
</table>

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<thead>
<tr>
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<th>AMOUNT OF BID</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>DOLLARS</td>
<td>CENTS</td>
</tr>
<tr>
<td><strong>SUBTOTAL:</strong> Three Hundred and Fifty Three Thousand Seven Hundred Fifty one Dollars and 50 Cents</td>
<td></td>
<td></td>
<td>$ 353,751.50</td>
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</tbody>
</table>

Item: 699.040001

MOBILIZATION (Must not exceed 4.0% of subtotal above. See specification for this item)

Unit: LS

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>4%</th>
<th>14,150.06</th>
</tr>
</thead>
</table>

**TOTAL OR GROSS SUM WRITTEN IN WORDS:**

Three Hundred and Sixty Seven Nine Hundred and One Dollars and 56 Cents

$ 367,901.56

PLEASE BE SURE A BID IS ENTERED FOR EACH ITEM, EXCEPT AS DIRECTED FOR OPTIONAL ITEMS.
In submitting this bid the undersigned declares to be the only person or persons interested in the said bid; that it is made without any connection with any person making another bid for the same contract; that the bid is in all respects fair and without collusion, fraud or mental reservation; and that no official of the "Town of New Scotland" (Sponsor), or any person in the employ of the Sponsor is directly or indirectly interested in said bid or in the supplies or work to which it relates, or in any portion of the profits thereof.

The undersigned also hereby declares to have carefully examined the plans, specifications and form of contract, and to have personally inspected the actual location of the work together with the local sources of supply, to be satisfied as to all the quantities and conditions, and understands that in signing this proposal waives all right to plead any misunderstanding regarding the same.

The undersigned further understands and agrees to furnish and provide for the respective item price bid all the necessary material, machinery, implements, tools, labor services and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to complete the improvement of the aforementioned project in accordance with the plans and specifications for said improvement, which plans and specifications it is agreed are a part of this proposal, and to accept in full compensation therefore the amount of the summation of the products of the approximate quantities multiplied by the unit prices bid. This summation will hereinafter be referred to as the gross sum bid.

The undersigned further agrees to accept the aforesaid unit bid prices as compensations for any additions or deductions caused by variation in quantities due to more accurate measurement, and for use in the computation of the value of the work performed for monthly estimates.

The undersigned further agrees that if at any time during the progress of work the Sponsor adds, alters or omits portions of the work it shall so perform such work and accept compensation in accordance with the Standard Specifications.

The undersigned further understands and agrees not to start any work until the contract agreement is signed by the Sponsor. In case the undersigned voluntarily undertakes to start work, other than that expressly prohibited in this Subsection, after the contract agreement is signed by the Sponsor the undersigned does so entirely at its own risk and without obligation or responsibility on the part of the Sponsor unless and until the awarded contract becomes effective by approval of the Sponsor, and hereby agrees and warrants that, as a prerequisite to the start of any such voluntary work, accepts, assumes and undertakes all of the provisions of this proposal and of the plans and specifications of the proposed contract, including all of the provisions and responsibilities thereof relative to (1) damage, indemnification and holding the Sponsor harmless as set forth in said contract documents, and (2) actually furnishing in advance of any contract operations, the required insurance policies of each and every kind and amount as called for in said contract documents, particularly with relation to workers' compensation and liability insurance policies as set forth in the related specifications; and also agrees and warrants that all of such policies will be in force and effect on the date of the start of any such contract operations, whether or not the contract documents have been executed and filed as aforesaid. In no event shall the undersigned start any contract work which involves a disturbance of the contract site prior to execution of the contract by the Sponsor.
The undersigned further acknowledges receipt of the following addenda to the subject project (if none, state "NONE"):

Addendum No. 1 Dated 5/2/19
Addendum No. Dated
Addendum No. Dated

Receipt is hereby acknowledged for all addenda listed above.

Signature of Bidder ___________________________ Date 5/16/19
BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, That

Prime Highway Contractors, LLC

(Name of Contractor)

50 Colvin Avenue, Ste 103, Albany, NY 12206

(Address)

(hereinafter called the "Principal") and the United States Fire Insurance Company

a corporation created and existing under the laws of the State of Delaware, having its principal office in the Town of Wilmington (hereinafter called the "Surety"), are held and firmly bound unto Town of New Scotland, in the full just sum of Five Percent of Bid Amount

Percent (5 %) of Attached Bid, good and lawful money of the United States of America, for the payment of which said sum of money, well and truly to be made and done, the said Principal binds themselves (himself/herself, itself), their (his/her, its) heirs, executors and administrators, successors and assigns, and the said Surety binds itself, its successors and assigns jointly and severally, firmly by these presents:

WHEREAS, the said Principal has submitted to the Town of New Scotland, a proposal for PIN 1760.30 - Krumkill Road Corrective Maintenance and,

WHEREAS, under the terms of the Laws of the State of New York as above indicated, the said Principal has filed or intends to file this bond to guarantee that the Principal will execute all required contract proposal documents and furnish such faithful performance or other bonds as may be required by law in accordance with the terms of the Principal's said proposal.

NOW, THEREFORE, the condition of the foregoing obligation is such, that if the said Principal shall promptly execute and submit, and the Town of New Scotland shall accept, all required contract proposal documents including such faithful performance bond or other bonds as may be required by law in accordance with the terms of the Principal's said proposal, then this obligation shall be null and void, otherwise to remain in full force and virtue.

IN TESTIMONY WHEREOF, the said Principal has hereunto set his/her (their, its) hand and the said Surety has caused this instrument to be signed by its authorized officer, the day and year above written.

Signed and delivered this 14th day of May 2019 in the presence of:

Prime Highway Contractors, LLC

(Company)

(Signature)

Linda J. Isabelle, President

(Title)

United States Fire Insurance Company

(Company)

(Signature)

Guy Alounge, III, Attorney-in-Fact

(Title of Authorized Officer)

(The Surety Company shall append a single copy of a statement of its financial condition and a copy of the resolution authorizing the execution of Bonds by officers of the Company to the bond(s).)
(Acknowledgment of principal, unless it be a corporation)

STATE OF NEW YORK
COUNTY OF ______________________

On this _____ day of ___________ 20 __, before me personally came _______________ to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same.

__________________________
Notary Public

(Acknowledgment of principal, if a corporation)

STATE OF NEW YORK
COUNTY of Albany__________

On this 14th day of May 20 19, before me personally came Linda J. Isabelle to me known and known to me to be the person, who being by me duly sworn, did depose and say that he/she resides in Troy, New York that he/she is the President of Prime Highway Contractors, LLC the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said Corporation.

__________________________
Notary Public

(Acknowledgment of Surety Company)

STATE OF NEW YORK
COUNTY OF Albany__________

On this 14th day of May 20 19, before me personally came Guy Alonge III to me known and known to me to be the person, who being by me duly sworn, did depose and say that he/she resides in Albany, New York, that he/she is the Attorney-in-Fact of United States Fire Insurance Company the corporation described in the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said Corporation.

__________________________
Notary Public
# UNITED STATES FIRE INSURANCE COMPANY
1209 ORANGE STREET, WILMINGTON, DELAWARE 19801

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2018

<table>
<thead>
<tr>
<th>ASSETS</th>
<th></th>
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<tbody>
<tr>
<td>Bonds (Amortized Value)</td>
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<tr>
<td>Preferred Stocks (Market Value)</td>
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<tr>
<td>Common Stocks (Market Value)</td>
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<td>Mortgage Loans (Market Value)</td>
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<tr>
<td>Cash, Cash Equivalents, and Short Term Investments</td>
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<td>Derivatives</td>
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<tr>
<td>Other Invested Assets</td>
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<td>Investment Income Due and Accrued</td>
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<td>Premiums and Considerations</td>
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<tr>
<td>Amounts Recoverable from Reinsurers</td>
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<td>Funds Held by or Deposited with Reinsured Companies</td>
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<td>Current Income Taxes Recoverable</td>
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<td>Net Deferred Tax Asset</td>
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<td>Electronic Data Processing Equipment</td>
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<td>Receivables from Parent, Subsidiaries and Affiliates</td>
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<td>Other Assets</td>
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<td>TOTAL ASSETS</td>
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</table>

<table>
<thead>
<tr>
<th>LIABILITIES, SURPLUS &amp; OTHER FUNDS</th>
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<td>Loses (Presented Losses Net of Reinsurance Ceded and Incurred)</td>
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<td>But Not Reported Losses</td>
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<td>Reinsurance Payable on Paid Losses and Loss Adjustment Expenses</td>
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<td>Loss Adjustment Expenses</td>
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</tr>
<tr>
<td>Commissions Payable, Contingent Commissions and Other Similar Charges</td>
<td>4,790,043</td>
<td></td>
</tr>
<tr>
<td>Other Expenses (Including Taxes, Licenses and Fees)</td>
<td>20,315,069</td>
<td></td>
</tr>
<tr>
<td>Taxes, Licenses and Fees (Excluding Federal Income Taxes)</td>
<td>517,688,148</td>
<td></td>
</tr>
<tr>
<td>Advance Premium</td>
<td>5,104,006</td>
<td></td>
</tr>
<tr>
<td>Ceded Reinsurance Premiums Payable</td>
<td>23,630,611</td>
<td></td>
</tr>
<tr>
<td>Funds Held by Company under Reinsurance Treaties</td>
<td>20,864,701</td>
<td></td>
</tr>
<tr>
<td>Amounts Withheld by Company for Account of Others</td>
<td>76,666,809</td>
<td></td>
</tr>
<tr>
<td>Provision for Reinsurance</td>
<td>627,927</td>
<td></td>
</tr>
<tr>
<td>Payable to Parent, Subsidiaries and Affiliates</td>
<td>10,488,505</td>
<td></td>
</tr>
<tr>
<td>Other Liabilities</td>
<td>18,014,308</td>
<td></td>
</tr>
<tr>
<td>TOTAL LIABILITIES</td>
<td>$ 2,768,186,596</td>
<td></td>
</tr>
<tr>
<td>Common Capital Stock</td>
<td>13,560,000</td>
<td></td>
</tr>
<tr>
<td>Gross Paid In and Contributed Surplus</td>
<td>1,246,294,940</td>
<td></td>
</tr>
<tr>
<td>Unassigned Funds (Surplus)</td>
<td>57,786,434</td>
<td></td>
</tr>
<tr>
<td>Surplus as Regards Policyholders</td>
<td>1,312,641,324</td>
<td></td>
</tr>
<tr>
<td>TOTAL LIABILITIES, SURPLUS &amp; OTHER FUNDS</td>
<td>$ 4,085,823,570</td>
<td></td>
</tr>
</tbody>
</table>

1. Carmine Scaglione, Senior Vice President and Controller of UNITED STATES FIRE INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2018, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Delaware.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 5th day of March, 2019.

UNITED STATES FIRE INSURANCE COMPANY
POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:


each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: Seven Million, Five Hundred Thousand Dollars ($7,500,000).

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2020.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 10th day of March, 2016.

UNITED STATES FIRE INSURANCE COMPANY

Anthony R. Slimowicz, Executive Vice President

State of New Jersey
County of Morris

On this 10th day of March 2016, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

SONIA SCALA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 3/25/2019

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 14th day of May 2019.

UNITED STATES FIRE INSURANCE COMPANY

Al Wright, Senior Vice President
JURAT
NON-COLLUSIVE BIDDING CERTIFICATIONS
REQUIRED BY SECTION 139-D, STATE FINANCE LAW and SECTION 103-D OF GENERAL
MUNICIPAL LAW

Section 139-d, SFL and Section 103-d, GML, "Statement of non-collusion in bids to the state."

1. Every bid hereafter made to the state or any public department, agency, or official thereof, where competitive bidding is required by statute, rule, or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury:
   (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:
      (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
      (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
      (3) No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.
   (b) A bid shall not be considered for award nor shall any award be made where (a)(1)(2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a)(1)(2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the state, public department, or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that the bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph 1(a).

2. Any bid hereafter made to the state or any public department, agency, or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, or regulation, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder and such authorization shall be deemed to have included the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

By submission of this bid, the bidder does hereby tender to the Owner this sworn statement pursuant to Section 1128 of Title 23, U.S. Code-Highways and does hereby certify, in conformance with said Section 112 of Title 23, U.S. Code-Highways that the said Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the above contract.
REQUIRED BY TITLE 49, CFR, VOLUME 1, SUBTITLE A, PART 29

The signator to the proposal, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, his/her company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (of five percent or more ownership):

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;

2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal agency within the past three years;

3. Does not have a proposed debarment pending; and

4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

EXCEPTIONS: The Contractor should list any relevant information, attaching additional sheets to the proposal if necessary. (Exceptions will not necessarily result in disapproval, but will be considered in determining responsibility. For any exception noted, the Contractor should indicate to whom it applies, the initiating agency, and the dates of actions. Providing false information may result in criminal prosecution or administrative sanctions).
1. NEW YORK STATE FINANCE LAW, ARTICLE 9, SECTION 139-d
2. TITLE 49, CFR, PART 29
3. TITLE 23, U. S. CODE-HIGHWAYS, SECTION 112

THE CONTRACTOR SHOULD CHOOSE THE APPROPRIATE NOTARIZATION WHICH CORRESPONDS TO THE TYPE OF COMPANY (SOLE PROPRIETORSHIP, PARTNERSHIP, OR CORPORATION) THAT HE/SHE REPRESENTS OR IS AFFILIATED WITH. ALL BIDDERS SHOULD FILL OUT THE APPROPRIATE SECTION OF THE BIDDER INFORMATION SHEET.

BY EXECUTING THIS PROPOSAL, THE CONTRACTOR AGREES TO:

1. Perform all work listed in accordance with the Contract Documents at the unit prices bid; subject to the provisions of Section 104-04, Standard Specifications, Construction and Materials, published by the New York State Department of Transportation, and dated May 1, 2008, if applicable;

2. All the terms and conditions of the non-collusive bidding certifications required by Section 139-d of the State Finance Law, and Section 112, Title 23, U.S. Code;

3. Certification of Specialty Items category selected, if contained in this proposal;

4. Certification of any other clauses required by this proposal and contained herein;

5. Certification, under penalty of perjury, as to the current history regarding suspensions, debarments, voluntary exclusions, determinations of ineligibility, indictments, convictions, or civil judgments required by 49 CFR Part 29.

6. Contractor affirms that all information provided to the Sponsor with respect to the requirements contained in State finance Laws §139k is complete, true and accurate.

Prime Highway Contractors, LLC
(Legal Name of Person, Corporation, or Firm Which is Submitting Bid or Proposal)

Date: 5/16/19

BY: [Signature]
(Signature of Person Representing Above)

AS: President
(Official Title of Signator in Above Firm)
JURAT

(Acknowledgment by Individual Contractor, if a Corporation)

STATE OF NEW YORK  
) SS:
COUNTY OF  Albany  
)

On this 16th day of May, 2019, before me personally came Linda J. Isabelle, to me known and known to me to be the person who executed the above instrument, who being duly sworn by me, did depose and say that he/she resides at 8 Ledgewood Dr., Troy NY, and that he/she is the President of the Prime Highway Contractors, LLC corporation described in and which executed the above instrument, and that he/she signed his/her name Linda J. Isabelle, President thereto on behalf of said Corporation by order of the Board of Directors of said Corporation.

Notary Public

---

(Acknowledgment by Co-Partnership Contractor)

STATE OF NEW YORK  
) SS:
COUNTY OF  
)

On this ___________ day of ____________________, 20___, before me personally came _________________, to me known and known to me to be the person described in and who executed the above instrument, who, being duly sworn by me, did for himself/herself depose and say that he/she is a member of the firm of ____________________, consisting of himself/ herself and ____________________, and that he/she executed the foregoing instrument in the firm name of ____________________, and that he/she had authority to sign same, and did duly acknowledge to me that he/she executed same as the act and deed of said firm of ______________________ for the uses and purposes mentioned herein.

Notary Public
NON-COLLUSIVE BIDDING CERTIFICATION BIDDER INFORMATION

Bidder to provide information listed below:

Bidder Address: 50 Colvin Ave., Ste 103

Street or P. O. Box No.

Albany
City
NY 12206
State ZIP

Federal Identification No.: 46-3914984

Name of Contact Person: Linda J. Isabelle

Phone # of Contact Person: 518-459-4040

If Bidder is a Corporation:

President's Name & Address: Linda J. Isabelle, 8 Ledgewood Dr., Troy NY 12180

Secretary's Name & Address: Jason Westover, 27 Thornapple Dr., Gansvoort NY 12831

Treasurer's Name & Address: Linda J. Isabelle, 8 Ledgewood Dr., Troy NY 12180

If Bidder is a Partnership:

Partner's Name & Address:

Partner's Name & Address:

If Bidder is a Sole Proprietorship:

Owner's Name & Address:
REPORTING VIOLATIONS OF NON-COLLUSIVE BIDDING PROCEDURES, MISCONDUCT, OR OTHER PROHIBITED CONTRACT ACTIVITIES

U. S. DEPARTMENT OF TRANSPORTATION HOTLINE. Persons with knowledge of bid collusion (i.e., contractors, suppliers, workers, etc.) or other questionable contract related practices (inadequate materials, poor workmanship, theft of materials, etc.) are encouraged to report such activities by calling the U. S. D. O. T. HOTLINE. The HOTLINE number is 1-800-424-9071 and calls will be answered from 8:00 A.M. to 5:00 P.M. EST, Monday thru Friday. This HOTLINE is under the direction of the U.S.D.O.T.'s Inspector General. All information will be treated confidentially and the caller's anonymity will be respected.

NEW YORK STATE INSPECTOR GENERAL HOTLINE. Reports of New York State Governmental Misconduct may be made in strict confidence to the New York State Inspector General on the Toll Free Statewide HOTLINE or by writing to the Office of the Inspector General. The Toll Free Statewide HOTLINE telephone number is 1-800-367-4448 and calls will be answered between 8:00 A.M. and 4:30 P.M., Monday through Friday. The address of the Office of the State Inspector General is the State Capitol, Executive Chamber, Albany, New York 12224.
JURAT

CERTIFICATION FOR FEDERAL AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

The prospective participant also agrees by submitting his/her bid or proposal that he/she shall require that the language of this certification be included in all lower tier subcontracts which exceed $100,000.00 and that such subrecipient shall certify and disclose accordingly.
INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.

5. If the organization filing the report in item 4 checks “Subawardee”, then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., “RFP-DE-90-001”.

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code for the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the Federal covered action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB Control Number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington D.C. 20503.
DISCLOSURE OF LOBBYING ACTIVITIES
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure.)

<table>
<thead>
<tr>
<th>1. Type of Federal Action:</th>
<th>2. Status of Federal Action:</th>
<th>3. Report Type:</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. contract</td>
<td>a. bid/offer/application</td>
<td>a. initial filing</td>
</tr>
<tr>
<td>b. grant</td>
<td>b. initial award</td>
<td>b. material change</td>
</tr>
<tr>
<td>c. cooperative agreement</td>
<td>c. post-award</td>
<td>For Material Change Only:</td>
</tr>
<tr>
<td>d. loan</td>
<td></td>
<td>year quarter</td>
</tr>
<tr>
<td>e. loan guarantee</td>
<td></td>
<td>date of last report</td>
</tr>
<tr>
<td>f. loan insurance</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Name and Address of Reporting Entity:
   - □ Prime
   - □ Subawardee
   - Tier, if known:

5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:

   Congressional District, if known:

6. Federal Department/Agency:

7. Federal Program Name/Description:
   - CFDA Number, if applicable:

8. Federal Action Number, if known:

9. Award Amount, if known:
   - $ 

10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):
   - b. Individuals Performing Services (including address if different from No. 10a)
     - (last name, first name, MI):

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the law above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   Signature:
   - Print Name:
   - Title:
   - Telephone No.:
   - Date:

Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)
Offerer Disclosure of Prior Non-Responsibility Determinations

Name of Individual or Entity Seeking to Enter into the Procurement Contract:
Prime Highway Contractors, LLC

Address:
50 Colvin Ave., Ste 103
Albany, NY 12206

Name and Title of Person Submitting this Form:
Linda J. Isabelle, President

Contract Procurement Number: D035923 - PIN 1760.30

Date: 5/16/19

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle): Yes

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle): Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle): Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity:

Date of Finding of Non-responsibility:

Basis of Finding of Non-Responsibility:

(Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle): Yes

6. If yes, please provide details below.

Governmental Entity:

Date of Termination or Withholding of Contract:

Basis of Termination or Withholding:

(Add additional pages as necessary)

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: Linda J. Isabelle
Signature: Date: 5/16/19

Name: Linda J. Isabelle
Title: President
The Department has established the following Disadvantaged Business Enterprise (DBE) utilization goals for this contract. The goal is expressed as a percentage of the total bid price.

Disadvantaged Business Enterprise Utilization Goal 0 %

Information related to the current certification status of Disadvantaged Business Enterprises, can be obtained by contacting the:

NYS Department of Transportation
Office of Civil Rights
50 Wolf Road
POD 6-2
Albany, NY 12232
(518) 457-1123 or 457-1129

Disadvantaged Business Enterprise Officer

The Bidder shall designate and enter below the name of a Disadvantaged Business Enterprise Officer who will have the responsibility for and must be capable of effectively administering and promoting an active Disadvantaged Business Enterprise Program and who must be assigned adequate authority and responsibility to do so.

Bidder Designated DBE Officer  Linda J. Isabelle, President
(Name, Title)
Telephone Number  518-459-4040

RETURN THIS PAGE WITH BID

1 OF 1
IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By entering into this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list. Additionally, Contractor agrees that after the list is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before the New York State Department of Transportation (NYSDOT) may approve a request for Assignment of Contract.

During the term of the Contract, should NYSDOT receive information that a person is in violation of the above referenced certification, NYSDOT will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then NYSDOT shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The Sponsor reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Authorized Signature                         President                         5/16/19
Title                                          Date

Prime Highway Contractors, LLC

Firm Name
June 18, 2019

Town Board
Town of New Scotland
2029 New Scotland Rd.,
Slingerlands, NY 12159

Attention: Diane Deschenes – Town Clerk

Dear Ms. Deschenes,

Onesquethaw Volunteer Fire Company, Inc. (OVFC) has received an application for membership from the following individual who resides within OVFC’s fire district:

1. Jacob Arnold MILLER – 1348 Cedar Grove Rd., Selkirk, NY 12158

We are hereby requesting the Town Board’s review and approval of the aforesaid individual as a fire company member. The membership has met and accepted Mr. Miller’s application for membership with the Company.

Respectfully,

Yasmin N. Salway
Membership Secretary
Onesquethaw Vol Fire Co. Inc
(786) 325.0825

OVFC is a 501 (c) (3) not-for-profit corporation. All donations are tax deductible to the maximum allowed by law.
RESOLUTION REGARDING ONESQUETHAW VOLUNTEER FIRE COMPANY
RE: FINANCING OF PURCHASE OF FIRE TRUCK

A meeting of the Town Board of the Town of New Scotland, Albany County, New York was convened in public session at the Town Hall located at in 2029 New Scotland Road, Slingerlands, New York 12159 on July 10, 2019 at 6:30 o'clock p.m.

WHEREAS, a hearing was held on July 1, 2019 at 7:00 p.m. regarding the proposed purchase and financing by the Onesquethaw Volunteer Fire Co. Inc. of fire fighting equipment (a fire truck) consisting of a 2019 Ford F350 crew cab 4x4 6.2L V8 gas engine to be purchased from Crossroads Ford, Ravena.

WHEREAS, the fire company proposes to finance $15,000.00 of the $40,222.50 purchase price with a loan/promissory note to The Bank of Greene County;

WHEREAS, the fire-fighting equipment is to be used for the provision of the fire protection service to the Onesquethaw Volunteer Fire Protection District pursuant to a contract between the Onesquethaw Volunteer Fire Co. Inc. and the Town of New Scotland;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board, pursuant to Section 103 of the Internal Revenue Code, approves the financing by the Onesquethaw Volunteer Fire Company of the balance of the purchase price of the fire equipment in a principal amount not to exceed $15,000.00. The full faith and credit of the Town is not being given, promised, or pledged in connection with any financing or purchase.

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 July 10, 2019.
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 July 10, 2019 at 7:00 o’clock p.m.

WHEREAS, the Mohawk Hudson Land Conservancy, a not-for-profit corporation, is applying to the New York State Office of Parks, Recreation and Historic Preservation (OPRHP) for a grant under Title 9 of the Environmental Protection Act of 1993 for a park project to be located on the former Bender Melon Farm at 306 Maple Road, a site located within the territorial jurisdiction of New Scotland;

WHEREAS, as a requirement under the rules of this program, said not-for-profit corporation must obtain the “approval/endorsement of the governing body of the municipality in which the project will be located.”

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of New Scotland hereby approves and endorses the application of the Mohawk Hudson Land Conservancy for a grant under Title 9 of the Environmental Protection Act of 1993 for a park project known as the Bender Melon Farm and located within this community; and it is further

RESOLVED, that 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.
<table>
<thead>
<tr>
<th>Account Description</th>
<th>Fee Description</th>
<th>Account#</th>
<th>Qty</th>
<th>Local Share</th>
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**Sub-Total:** **$8,349.00**
<table>
<thead>
<tr>
<th>Account Description</th>
<th>Fee Description</th>
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<th>Qty</th>
<th>Local Share</th>
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<tbody>
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<td>Other Revenue</td>
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Sub-Total: $1,688.92
Sub-Total: $404.50
Sub-Total: $725.00
Sub-Total: $250.00
Sub-Total: $140.00
Sub-Total: $30.00
Sub-Total: $70.00
Sub-Total: $5,000.00
Sub-Total: $600.00
Sub-Total: $200.00
Sub-Total: $411.80
Sub-Total: $428.94
<table>
<thead>
<tr>
<th>Account Description</th>
<th>Fee Description</th>
<th>Account#</th>
<th>Qly</th>
<th>Local Share</th>
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</thead>
<tbody>
<tr>
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<td>Amount paid to:</td>
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<td>Amount paid to:</td>
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<td><strong>Total Local Shares Remitted:</strong></td>
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<td><strong>$35,364.56</strong></td>
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</table>

<table>
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<tr>
<th>Total State, County &amp; Local Revenues:</th>
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<th><strong>$35,833.96</strong></th>
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<tr>
<td><strong>Total Non-Local Revenues:</strong></td>
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<td><strong>$469.40</strong></td>
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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. Deschene, 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]

7/1/19

______________________________  ________________________________
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 June 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>
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</thead>
<tbody>
<tr>
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<td>Durban Family</td>
<td>(1) death certificate</td>
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<tr>
<td>6/13</td>
<td>Cole, Tabitha</td>
<td>(3) death certificates</td>
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<td>6/27</td>
<td>Amsler, Howard</td>
<td>(3) death certificates</td>
<td>$30.00</td>
</tr>
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</table>

TOTAL $150.00

STATE OF NEW YORK

COUNTY OF Westchester

TOWN OF New Scotland

Patricia Barber, being duly sworn, says that she is the
Registrar

Statement of all Fees and Moneys received by her during the period specified, excepting only such Fees and Moneys the application and payment of which are otherwise provided for by law.

Sworn before me this 1st day of July, 2019

[Signature]

Town Clerk

RECEIPT OF SUPERVISOR

Total amount Fees Remitted to the Supervisor $150.00

RECEIVED PAYMENT

Dated ................................................................. Supervisor ..................................................
July 2, 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 June 2019:

Started Cases – 75(BOTH JUDGES)
Closed Cases - 51

Money collected - $8,688.00

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

Sincerely,

[Signature]

Robert W. Johnson III
Town Justice
July 2, 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 June 2019:

Started Cases – 75(BOTH JUDGES)
Closed Cases - 40

Money collected - $ 4,470.50

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

<table>
<thead>
<tr>
<th>Abstract #</th>
<th>Vouchers</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
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<td>20190802-20190870</td>
<td>$180,786.43</td>
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#### Prepays

<table>
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<tr>
<th>Abstract#</th>
<th>Vouchers</th>
<th>Amount</th>
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<tbody>
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<td>06/13/2019</td>
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<td>06/24/2019</td>
<td>20190790-20190794</td>
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<td>06/24/2019</td>
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<td>20190796-20190799</td>
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<td>06/28/2019</td>
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<td>$2,507.20</td>
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</table>
Whereas, there is a need to provide additional funding for amounts made or to be made in excess of the appropriation provided in the adopted budget, the Town Board resolves to provide funding as follows:

<table>
<thead>
<tr>
<th>FROM CODE</th>
<th>TO CODE</th>
<th>AMOUNT</th>
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<tbody>
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The Town Board hereby resolves, pursuant to authority in Town Law, section 112, to amend the Town’s 2019 budget as stated above.