1. Call to Order  
   **Mr. LaGrange**

2. Pledge of Allegiance

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

4. Approval of the Minutes of the Following:  
   - July 10, 2019        Regular Town Board Meeting  
   - July 24, 2019        Bid Opening  
   - July 24, 2019        Special Town Board Meeting  
   Announcement:  
     - Krumkill Rd. work to begin Monday August 19th  
   **Ms. Deschenes**

5. Discussion/Action re: Street Light Improvements & Mapping  
   - Agreement for Purchase and Sale of Streetlights  
   - License Agreement with National Grid ------ **TABLED** ----  
   **Mr. LaGrange**
   Attachment #1  
   Attachment #1a

6. Discussion/Action re: RFP for Proposed Solar Project on Town Landfill  
   **Mr. Hennessy, Jr**
   Attachment #2

7. Discussion/Action concerning renewal of membership in Albany County Stormwater Coalition  
   **Mr. LaGrange**
   Attachment #3

8. Highway/Parks:  
   - Discussion/Action re: going to bid for oil/water separator at Highway Garage  
   - Discussion re: proposed donation to Town of land at end of East Rd.  
   - Discussion re: options for Highway Garage furnace replacement  
   **Mr. Guyer**
   Attachment #4  
   Attachment #4a

9. Fire/Ambulance:  
   - Onesquethaw Volunteer Fire Co. Membership request for Kevin W. Ritz  
   **Mr. LaGrange**
   Attachment #5

10. Discussion/Action re: promotion of Jessica Latham to step 4 of the pay grade schedule for Assessment Clerk at $18.99 per hour.  
    **Mr. LaGrange**

11. Appointment of Board of Assessment Review member Christopher McCarthy for a term 10/1/19 to 9/30/24  
    **Mr. LaGrange**

12. Liaison Reports:
13. Departmental Monthly Reports:
   - Town Clerk, July 2019
   - Registrar, July 2019
   - Justice Johnson, July 2019
   - Justice Wukitsch, July 2019
   - Building Dept., 2019
   - Code Enforcement, 2019

14. Pay the Bills
    Mr. LaGrange
    Attachment #7

15. Approve any Budget Modifications
    Mr. LaGrange
    Attachment #8

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

17. Adjourn
    Mr. LaGrange
Solar and Energy Storage Request for Proposals
Town of New Scotland NY

Date of Issue: Thursday, August, 15, 2019
Proposal Due Date: 5:00 PM EDT on Friday, September 12, 2019

Issued By: Solomon Energy on behalf of Town of New Scotland, New York

Solomon Energy
Jeffrey Conrad
President, Solomon Energy
jconrad@solomonenergy.com
(858) 822-9083
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LEGAL NOTICE

Town of New Scotland, New York
Request for Proposals for Solar Photovoltaic and Energy Storage Systems

The Town of New Scotland, New York (the “Town”) invites sealed proposals from energy providers (each a “Proposer”) to design, install, finance, own, operate and maintain one or more solar photovoltaic systems (each, a “PV System”) and/or energy storage systems (each, an “ES System”), collectively (an “Energy System”) at the Town’s former landfill located at 237 Upper Flat Rock Road, Voorheesville, NY 12186 and Upper Flat Rock Road, Voorheesville, NY 12186 (the “Sites”). The Proposer selected pursuant to this RFP will lease/license the Sites and may, at the Town’s election.

The RFP will be released as of Thursday, August 15, 2019 (the “Opening Date”).

The Town must receive sealed proposals by 5:00 PM EDT Thursday, September 12, 2019.

The documents comprising the RFP are available electronically via e-mail by contacting Jeffrey Conrad at jconrad@solomonenergy.com. A hardcopy is available for review in the Town Clerk’s office, Town of New Scotland, 2029 New Scotland Road, Slingerlands, NY 12159.

Questions concerning the process and procedures applicable to this RFP, and concerning the RFP’s specifications, are to be submitted in writing by e-mail only to: Solomon Energy, Jeffrey Conrad, jconrad@solomonenergy.com.

Solomon Energy 2.0 LLC (“Solomon”) is administering this RFP on behalf of the Town. Proposers should submit their sealed proposals formatted as an electronic copy in PDF format emailed to Jeffrey Conrad of Solomon at jconrad@solomonenergy.com. Proposals must be received by Solomon no later than 5:00 PM EDT Thursday, September 5, 2019 (the “Proposal Submission Date”). Proposals received after the final submission date and time noted above may not be considered at the sole discretion of the Town. Proposal submissions will not be accepted at the offices of the Town.

The Town may in its sole discretion, clarify, modify, amend or terminate this RFP if the Town determines in its sole discretion that it is in the Town’s best interests. The Town reserves all rights to reject any or all proposals and to negotiate terms and conditions in the best interests of the Town.

Any contracts shall be preceded by a Notice of Award and execution of a Letter of Intent and thereafter be contingent and non-binding until (i) all approvals are received from the applicable Town boards and officials, (ii) applicable project reviews have been completed, including any necessary reviews under the State Environmental Quality Review Act (“SEQRA”) and any required approvals necessary due to the Sites former usage as a landfill and (iii) meets all local, state and federal laws and regulations including the State of New York’s municipal and energy law.

END OF LEGAL NOTICE
1. INTRODUCTION AND PROJECT OVERVIEW

A. Project Overview

The Town of New Scotland, New York (the “Town”) invites sealed proposals from energy providers (each a “Proposer”) to design, install, finance, own, operate and maintain one or more solar photovoltaic systems (each, a “PV System”) and/or energy storage systems (each, an “ES System”), collectively (an “Energy System”) at 237 Upper Flat Rock Road, Voorheesville, NY 12186 (“Site 1”) and Upper Flat Rock Road, Voorheesville, NY 12186 (Site 2), collectively (“the Sites”). Site 1 consists of 62 total acres of which approximately 30 acres of the site will be available for development. Site 2 is a total of 9.7 acres with the entire area of the site being available for development.

The Town is attempting to utilize the New York State Energy Research and Development Authority (“NYSERDA”) NY-Sun Incentive Program which provides financial incentives for the installation of new grid-connected solar photovoltaic systems. Additional incentives are available for ground mounted solar electric systems that are located on landfills sites and for systems that are paired with energy storage system(s). For more details on the incentive program please visit https://www.nyserda.ny.gov/-/media/NYSun/files/Contractor-Resources/upstate-program-manual.pdf. The current incentive adder for systems located on landfill sites is $0.10 wDC. Site 1 has been pre-qualified by NYSERDA to meet their landfill adder incentive criteria. All 62 acres of the site (30 developable acres) will qualify for the incentive adder if there is only one interconnection at the site. Site 2 has also been pre-qualified by NYSERDA to meet their landfill adder incentive criteria. All 9.70 acres of the site will qualify for the incentive adder. Please see Exhibit E for further details.

The Town's amended solar law exempts the two sites from most restrictions applicable to Large-Scale Solar projects in the Town's Solar Law, including the requirement of a hearing, site plan and approval for a solar array project. SEQRA review under the State Environmental Quality Review Act is also not required provided the area of disturbance is less than 25 acres for a solar array project.

The Town wishes to generate revenue by leasing/licensing their Sites to a Proposer and will enter into a land lease option agreement and then a land lease agreement with the Proposer for each Site. The Proposer selected pursuant to this Request for Proposals (“RFP”) will sell electricity from an Energy System(s) installed on the Town's Sites to the local utility or a third party.

B. Site Description and Information

Please refer to Exhibit E for details on Site 1 and Site 2.
2. GENERAL INFORMATION & RFP INSTRUCTIONS

A. Key Dates

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<td>Thursday, August 15, 2019</td>
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<td>Thursday, August 22, 2019</td>
<td>Voluntary Site Visit</td>
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<td>Thursday, October 10, 2019</td>
<td>Selection of Winning Proposal and Notice to Proceed</td>
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<tr>
<td>Thursday, October 24, 2019</td>
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B. Site Visit

The site visit, which is not mandatory for prospective Proposers, is scheduled to begin at 1:00 p.m. EDT on Thursday, August 22, 2019. All interested proposers will meet at 237 Upper Flat Rock Road, Voorheesville, NY 12186. RSVP is required for the site visit. Proposers should confirm their intention to attend by contacting Jeffrey Conr ad at jconrad@solomonenergy.com. Further details will be provided upon confirmation.

C. Obtaining the RFP

The documents comprising the RFP are available electronically via email by contacting Jeffrey Conrad at jconrad@solomonenergy.com. A hardcopy is available for review in the Town Clerk’s office, Town of New Scotland, 2029 New Scotland Road, Slingerlands, NY 12159.

D. Right to Amend or Terminate the RFP

The Town may in its sole discretion, clarify, modify, amend or terminate this RFP if the Town determines in its sole discretion that it is in the Town’s best interests. The Town reserves all rights to reject any or all proposals and to negotiate terms and conditions in the best interests of the Town.

E. Proposal Submission Instructions

Proposers should submit their sealed proposals as an electronic copy in PDF format emailed to Jeffrey Conrad of Solomon at jconrad@solomonenergy.com. If the file size for the electronic copy in PDF format is too large to be emailed, please contract Jeffrey Conrad directly for an alternative upload method. Proposals must be received by Solomon (Attention: Jeffrey Conrad) no later than 5:00 PM EDT on Thursday, September 12, 2019 (the “Proposal Submission Date”). A confirmation of receipt of the proposal will be provided to the Proposer. Proposals received after the final submission date and time noted above may not be considered at the sole discretion of the Town. Proposals are considered valid and may not be withdrawn, cancelled or modified, for one-hundred-twenty (120) days after the Proposal Submission Date to give the Town sufficient time to review the proposals, investigate the Proposer’s qualifications, secure any required Town approvals and execute the pertinent Contracts with the selected Proposer. An authorized person representing the legal entity of the Proposer must sign the Proposal Form and all other forms included in this RFP. All proposed agreements and other financing arrangements proposed must be capable of being implemented under the laws and regulations of the State of New York.

F. Questions

Any questions concerning the process and procedures applicable to this RFP, and concerning the RFP’s Specifications, are to be submitted in writing by e-mail only to: Solomon Energy, Jeffrey Conrad, jconrad@solomonenergy.com

Proposers are prohibited from contacting any Town employee, officer or official concerning this RFP. A Proposer’s failure to comply with this requirement may result in disqualification. No oral statement of the Town, including oral statements by the representatives listed above, shall be effective to waive, change or modify any of the provisions of this RFP, and no Proposer shall rely on any alleged oral statement.
regarding this RFP.
3. PROPOSAL INFORMATION TO SUBMIT & ADDITIONAL INFORMATION

Proposals submitted in response to the RFP shall include the following information and documents shall be clear, unambiguous and presented in the following manner:

A. Project Overview

1. Proposal Submission Checklist (Exhibit A)
   The completed Proposal Submission Checklist (Exhibit A).

2. Project Understanding Summary Statement
   A Project Understanding Summary statement including an overview of the principal elements of the proposal and any suggestions or special concerns of which the Town should be aware.

B. Proposers Information

1. Proposer Qualifications and Statement on Proposers Ability to Complete Scope of Work
   Each Proposer shall provide a statement and must demonstrate extensive training, relevant expertise and a thorough knowledge of the professional services, functions, activities and related responsibilities required to perform successfully its role in the development, installation and operation of the Energy System(s). Proposals should include sufficient information for the Town to evaluate the Proposer’s ability to complete successfully the development of the Energy System(s) contemplated by this RFP and the proposal. Proposers should include information regarding their experience with developing solar PV systems on landfills, experience regarding the implementation of energy storage systems (if proposed) and any special considerations, permits or approvals that need to be evaluated or obtained in connection with their development of the Sites.

2. Project Portfolio and References
   Proposals should include a list of at least three (3) similar projects that the Proposer has completed within the last three (3) calendar years. Project information must include project description, client name (and the person(s) to contact, telephone number(s) and e-mail address(es)), year completed, size, project construction and design cost, and a description of each project's electricity production.

3. Statement on Proposers Financial Strength
   Proposals should include sufficient and current information indicating the Proposer's financial strength including balance sheet, working capital and liquid assets sufficient to complete the Project successfully.

4. Legal Status and Licenses
   If a Proposer is a corporation, Limited Liability Company or other business entity that is required to register with the New York Secretary of State’s Office, it must have a current registration or current business certificate on file with that office and be in good standing in its jurisdiction of incorporation. The Town may, in its sole discretion, request a Good Standing Certificate or other comparable evidence of any Proposer’s legal status. Each Proposer, as well as its respective subcontractors, shall possess all applicable, valid and pertinent licenses, certifications and other applicable items necessary to successfully design, construct and operate the Energy System(s). Please provide all appropriate information in the Proposal.

5. Insurance
   Proposals shall provide a statement detailing the various insurance coverage required to successfully construct and operate the Energy System(s). The selected Proposer shall, at its own expense and cost, obtain and keep in force minimum insurance coverages with the Town listed as an additional insured. Proposals shall provide a listing of the insurance coverages and policy terms that the Proposers will maintain during the design, construction and operation of the Energy System(s) as well as, if applicable,
the necessary insurance coverages the Town will be required to maintain and be responsible for. The Town reserves the right to request from the selected Proposer a complete, certified copy of each such required insurance policy naming the Town as a named insured.

6. **Proposer’s Initial Disclosure Form and Specific Exceptions to the RFP (Exhibit C)**

   Each Proposer shall complete and execute Exhibit C to this RFP. In Exhibit C, each Proposer must disclose, if applicable, the following:

   a. Whether it is unable or unwilling to meet any requirement of this RFP. Specific exceptions or additions should be included as an attachment to Exhibit C.
   
   b. Whether it is listed on the State of New York’s Debarment List and an explanation of the reasons therefore.
   
   c. Whether it is ineligible under any applicable law or regulation to be awarded the contracts because of occupational safety and health law violations.

   A Proposer’s acceptability based on these disclosures lies solely in the Town’s discretion.

7. **Presumption of Proposer’s Full Knowledge**

   Each Proposer is responsible for having read and understood each document in this RFP and any addenda issued by the Town. A Proposer’s failure to have reviewed all information that is part of or applicable to this RFP shall in no way relieve it from any aspect of its proposal or the obligations related thereto. Each Proposer is deemed to be familiar with and is required to comply with all federal, state and local statutes, regulations, ordinances, codes and orders that in any manner relate to this RFP or the performance of the work described herein, including, without limitation, the Town of New Scotland NY Local Law 5 (2017) and Local Law 5 (2019) regarding solar collector systems, copies of which are attached hereto as Exhibit F (“Local Law 5”). By submitting a proposal, each Proposer represents that it has thoroughly examined and become familiar with the scope of work outlined in this RFP and is capable of performing the work to achieve the Town’s objectives.

C. **Energy System(s) Information and Detail**

1. **Energy System(s) Design**

   Proposals shall provide a system aerial design layout for each PV System, including PV model type and model number, wattage, number of modules, expected degradation percentage per annum, inverter type and model, azimuth, tilt and system size AC and DC. It is recommended that proposals include a vertical conceptional layout and/or 3D rendering of the Energy System(s) and a statement that will demonstrate how the Energy System(s) will not have a visual impact to neighboring properties. If you are also proposing an ES System as a part of your response, please also provide information on the system size AC and kWh, battery type, battery management system and any other relevant information. Since the proposed Sites are closed landfills, we would expect the PV System designs will be for ballasted systems and will not rely on any penetrations of the landfill or its cap. Proposals may be submitted for all or some of the sections of the Sites noted in Exhibit E. However, preference will be given to Proposers that provide proposals using all of the Sites and provide the greatest aggregate lease payment for each Site. The primary focus for the RFP will be the implementation of a PV System(s) at the Sites. You may propose a PV System paired with an ES System. If you do submit a proposal with an ES System, please include the Exhibit B information with one submission for both the PV System only and the PV System combined with the ES System. Each Proposer shall complete an Exhibit B for each Energy System and for each alternative pricing structure (i.e. different site, system size, term length (20 or 25 years), PV System only or PV System combined with ES System). The design must meet the requirements of Local Law 5. The Proposer shall provide sufficient information in their submissions that will demonstrate adequate buffering (landscaping, minimal tree clearing or other) to mitigate the impact.
2. Data Sheets
Proposals shall provide specified equipment manufacturer data sheets and warranties. For PV Systems please include the country of origin for PV modules, inverters, racking systems and monitoring. For ES Systems please include country of origin for batteries, inverters and other equipment.

3. Energy System(s) Cost Table (Exhibit B)
Proposals shall provide the Equipment Specification, Cost and Production Table found in Exhibit B for each Energy System.

4. Regulatory and Incentive Information Statement (Exhibit B)
Proposals shall provide a detailed statement regarding regulatory and incentive programs the Energy System(s) will be installed under. These may include the NYSERDA NY-SUN incentive program, Value of Distributed Energy Resources (VDER) regulations and the Community Distributed Generation (CDG) program. If developing under other regulations or programs, please provide details.

   1. Distribution Utility and Load Zone;
   2. Project type RNM, CDG or other;
   3. NYSERDA NY-SUN or other applicable incentive type, incentive rate, adders such as energy, submission & approval process and any other relative information;
   4. VDER and CDG – VDER/Value Stack Tariff, Value Stack Credit Type (NEM, MTC or Community Credit) and VDER value stack credit rate;
   5. CDG (if applicable) – CDG tranche, CDG off-take percentages by subscriber groups; and
   6. Energy Storage (if applicable) – Incentives or other adders, VDER value stack

5. Off-taker Statement
Proposals shall provide a statement of the third party off-taker(s) that may or will be utilizing the energy produced from the Energy System(s). Please provide a sample of the third party off-taker agreement that will be executed (i.e. Power Purchase Agreement or CDG subscriber agreement).

6. Energy System(s) Owner and Financing Statement
Proposals shall provide a statement on the short term and long-term financing and ownership of the Energy System(s). If the Proposer plans on financing or selling the Energy System(s) with/to a third-party owner, please provide details and financial information on the prospective purchaser.

7. Development, Design, Engineering and Interconnection Statement
Proposals shall provide a statement detailing the development, design, engineering and interconnection process for the Energy System(s). Proposals shall also provide a statement on the interconnection type and process for the Energy System(s) and the interconnection point with the Distribution Utility. Please also include a statement of the assumed interconnection costs for the Energy System(s). Interconnection applications have not been submitted and it will be the Proposers responsibility to assess interconnection.

8. Permitting, Zoning and Relevant Approvals Statement
Proposals shall provide a statement detailing the permitting, zoning, variances, land use, licenses, State Environmental Quality Review Act (“SEQRA”), Local Law 5 and other local, state and federal regulations, ordinances, codes and jurisdictional approvals that are necessary for the development, construction and operation of the Energy System(s). All approvals will be the responsibility of the Proposer. Please note that in January 2019, the regulations applicable to SEQRA were amended. The regulations now provide that solar energy installations involving 25 acres or less on closed landfills and certain “brownfield” sites are “Type II” actions, exempt from the requirement of SEQRA environmental review. An energy storage system may require some process under SEQRA.

9. Construction and Safety Statement
Proposals shall provide a statement detailing the construction and safety methods that will be utilized to successful construct and operate the Energy System(s).

10. Operations and Maintenance (O&M) and Access to Site Statement
Proposals shall provide a statement regarding the operations and maintenance (O&M) of the Energy System(s) including the required access to the Site and any duties required of the Town.

11. Site Security Statement
Proposals should include a description of the security provisions that are included in the Energy System(s) design, including but not limited to fencing, lighting, video surveillance, etc.

12. Taxes Statement
Proposals shall provide a statement on all taxes related to the Energy System(s), Site and the Town, including any proposed PILOT payment that the Proposer would be willing to offer in connection with the Energy System(s).

13. Prevailing Wage Statement
Proposals shall provide a statement on prevailing wages related to the Energy System(s).

14. Decommissioning/Removal of the System Statement
Proposals shall provide a statement regarding the decommissioning/removal of the System(s) from the Sites at the end of the lease term. The statement shall include information regarding how the Systems(s) shall be removed from the Sites, the cost of such removal and the length of time it will take to complete the removal. Each Proposer shall acknowledge that surety for the removal of the systems may be required by the Town under Local Law 5 and that such surety requirement was taken into account in your proposal.

D. Project Schedule

1. Project Schedule
Proposals should include a complete project schedule indicating major project milestones and durations. This should include the method and frequency of reporting project status to the Town and Solomon.

E. Site and Land Lease Information

1. Land Option and Lease Details (Exhibit B)
The Town will accept individual land lease options agreements and land lease agreements for each of the Sites. The Town will enter into a one-year lease option agreement term and will require the ability to terminate the option if Energy System(s) are not successfully submitted for interconnection and inclusion in the NYSERDA NY-Sun program within 365 days from execution of the lease option agreement. The Town requests that each Proposer provide a 20 or 25 year site lease term for the land lease agreement.

Please include:

- Number of acres to lease;
- Option payment amount;
- Land lease payment per wDC;
- Annual land lease payment escalator; and
• Changes in land lease payment amount due to changes in assumptions for interconnection costs, NYSERDA NY-Sun program blocks, VDER Value Stack credit, CDG tranche, ITC eligible cost and non-ITC eligible costs.

2. Draft of Land Lease Option and Land Lease Agreement
Proposers should provide a draft of the lease option agreement and land lease agreement that the Town will be required to execute. Exhibit G all provides a sample NYSERDA lease agreement. The lease should contain terms similar to the attached Exhibit G model lease developed by NYSERDA for municipal land fill projects.

F. Miscellaneous

1. Solomon - Fee Agreement (Exhibits D)
Each Proposer shall submit with its proposal an executed Fee Agreement in the form attached as Exhibit D to this RFP for Solomon. Proposers must provide for the payment exclusively by the Proposer of the advisory fees payable to Solomon in accordance with the schedule set forth in Exhibit D. The advisory fees with respect to each PV System shall be $0.10 per watt for Solomon of the installed DC capacity of the Systems and $0.15 per watt of the installed AC capacity of any ES System. This payment compensates Solomon for their considerable time and resources committed at no charge to the Town for assisting the Town with this RFP.

2. Advertising
The selected Proposer shall not name the Town or Solomon in its advertising, news releases, or promotional efforts without the Town’s and Solomon’s prior written approval. Any permission to do so granted by the Town or Solomon to the selected Proposer shall not be deemed to be a statement about the quality of the selected Proposers’ work or the Town’s or Solomon’s endorsement of the selected Proposer.

3. Cost for Preparing and Ownership of Proposals
The costs incurred by the Proposers in developing their proposals are their sole responsibility, and the Town and/or Solomon shall have no liability for such cost. All proposals submitted shall become the Town’s property and will not be returned to the Proposers.
4. AWARD CRITERIA & SELECTION

A. Proposal Opening and Review
All Proposals will be opened and analyzed by Solomon. Solomon will provide a recommendation and ranking of the proposals to the Town. The Town will ultimately select the winning proposal or proposals and execute a land lease option and land lease with the winning Proposers.

B. Proposal Selection
The Town will select a proposal or proposals that, all things considered, the Town determines in its complete and sole discretion, is in the best interest of the Town. Although price will be an important factor, it will not be the only basis for an award. Due to the complexity of the Energy System(s) and contemplated agreements, the Town is not and shall not be bound to select a winning proposal based on pricing alone. The Town will use the following criteria, among others, in evaluating proposals:

1. Proposal completeness and compliance with the RFP's requirements;
2. Financial strength and stability;
3. Photovoltaic and energy storage engineering, project and construction experience;
4. Project engineering analysis;
5. Recent prior experience;
6. Equipment proposed for the Energy System(s);
7. Maintenance capabilities; and
8. Lease option agreement(s) and lease agreement(s) terms, payment structure and payment amounts.

C. Preliminary Award
The Town will select the proposal that it deems to be in the Town's best interests and issue a Preliminary Notice of Award to the selected Proposer. The award may be subject to further discussions with the Proposer. The making of a preliminary award to a Proposer does not provide the Proposer with any rights and does not impose upon the Town any obligations. The Town is free to withdraw a preliminary award at any time and for any reason. A Proposer has rights, and the Town has obligations, only if and when agreements, if any, are executed by the Town and a Proposer, and only to the extent of the obligations set out in such related agreements. Neither this RFP nor any actions taken by the Town or Solomon shall create any obligation toward any Proposer. If the proposal is accepted, the lease option agreement and lease agreement will be subject to a thirty (30) day permissive referendum process under New York State Law, once approved by the Town Board. The permissive referendum process is set forth in Article 7 of the State of New York municipal law.

D. Agreement Execution Deadline
If following a preliminary selection, a Proposer and the Town has not executed a land lease option agreement within 45 days of selection, for any reason, the Proposer acknowledges and agrees that, unless extended by the Town, the Town may enter into discussions with another Proposer under this RFP.
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<tr>
<td>21 Prevailing Wage Statement</td>
<td>C13</td>
</tr>
<tr>
<td>22 Decommissioning/Removal Statement</td>
<td>C14</td>
</tr>
<tr>
<td>23 Project Schedule</td>
<td>D1</td>
</tr>
<tr>
<td>24 Land Option and Lease Details (Exhibit B)</td>
<td>E1 / EXHIBIT B</td>
</tr>
<tr>
<td>25 Draft of Land Option and Land Lease</td>
<td>E2</td>
</tr>
<tr>
<td>26 Solomon Fee Agreement</td>
<td>F1 / EXHIBIT D</td>
</tr>
</tbody>
</table>
EXHIBIT B
ENERGY SYSTEM(S) INFORMATION & PRICING

See attached excel.
EXHIBIT C
INITIAL DISCLOSURE FORM

1. **Exceptions to the RFP (please check the one that applies)**
   - ____ This proposal does not take exception to any requirement of the RFP, including but not only any of the terms of the PPA that is a part of this RFP.
   - ____ This proposal does take exception to requirements of the RFP. The specific exceptions are listed in a separate attachment.

2. **State Debarment List**
   Is the Proposer on the State of New York’s Debarment List?
   - ___ Yes
   - ___ No

3. **Occupational Safety and Health Law Violations**
   Has the Proposer or any firm, corporation, partnership or association in which it has an interest (1) been cited for three (3) or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the proposal (provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction) or (2) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the proposal?
   - ___ Yes
   - ___ No

   If “yes,” attach a sheet fully describing each such matter.

4. **Criminal Proceedings**
   Has the Proposer or any of its principals (regardless of the place of employment) ever been the subject of any criminal proceedings?
   - ___ Yes
   - ___ No

   If “yes,” attach a sheet fully describing each such matter.

5. **Ethics and Offenses in Public Projects or Contracts**
   Has the Proposer or any of its principals (regardless of the place of employment) ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard or to have committed any other offense arising out of the submission of proposals or bids or the performance of work on public works projects or contracts?
   - ___ Yes
   - ___ No

   If “yes,” attach a sheet fully describing each such matter.
NOTE:

THIS DOCUMENT, IN ORDER TO BE CONSIDERED A VALID PROPOSAL MUST BE SIGNED BY A PRINCIPAL OFFICER OR OWNER OF THE BUSINESS ENTITY THAT IS SUBMITTING THE PROPOSAL. SUCH SIGNATURE CONSTITUTES THE PROPOSER’S REPRESENTATIONS THAT IT HAS READ, UNDERSTOOD AND FULLY ACCEPTED EACH AND EVERY PROVISION OF EACH DOCUMENT COMPRISING THE RFP INCLUDING THE PPA, UNLESS AN EXCEPTION IS DESCRIBED ABOVE.

COMPANY NAME

ADDRESS

SIGNED BY

PRINTED NAME AND TITLE

DATE

TELEPHONE #

FEDERAL TAX IDENTIFICATION #

EMAIL

* The signatory must be an authorized representative of the Proposer with full power and authority to execute this Disclosure Form.

This form must be signed and returned with bid
EXHIBIT D
SOLOMON ENERGY FEE AGREEMENT

This agreement ("Agreement") is entered into by and between Solomon Energy 2.0 LLC., a Delaware limited liability company with an office in Connecticut ("Solomon," "we," or "us") and ___________________________ ("Energy Proposer" or "you"), a __________________ (entity type), with an office at ________________________, as of the date entered in the signature block below.

WHEREAS Town of New Scotland, NY ("Customer") has entered into an agreement ("Energy Services Agreement") with Solomon; and

WHEREAS, the Energy Proposer will enter or has entered into an agreement with the Customer to lease certain property to the Proposer for the purpose of developing a solar photovoltaic system and/or energy storage system on such property (each a "Project");

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, Solomon and the Energy Proposer agree as follows:

1. Compensation. The Energy Proposer acknowledges and agrees (i) to compensate Solomon for its services to Customer and to execute an agreement with Solomon that confirms such compensation and (ii) it has and will receive a material benefit from such services without which the Project and Energy Proposer's lease agreement with Customer would not have been executed or achieved.

In accordance with the Energy Services Agreement, Energy Proposer hereby agrees with Solomon to compensate Solomon, with respect to any Project, as follows:

Fees for a Solar PV Project. For Photovoltaic systems built on the Customer’s land or premise (“Solar PV”), the Energy Proposer will pay us an amount, based on the amount of installed nameplate direct current (“DC”) capacity of the Solar PV Project, equal to $0.10 per watt unless otherwise agreed in writing by us and the Energy Proposer.

Fees for Energy Storage Project. For energy storage systems built on the Customer’s land or premise (“ES System”), the Energy Proposer will pay us an amount, based on the amount of installed nameplate alternating current (“AC”) capacity of the ES System, equal to $.15 per watt unless otherwise agreed in writing us and the Energy Proposer.

Compensation Timing. Any agreement between the Customer and you shall provide that payments shall be made by you to us. All payments by you will be due and owing promptly but in no event later than ten (10) days following the date on which such payments are due as follows:

i. Upon execution of an agreement related to a Project, including any lease or lease option agreement for the property, 10% of our total compensation due as described above.
ii. Upon the commencement of construction of a Project, 50% of our total compensation due as described above.
iii. Upon completion operation of a Project, i.e., the date on which such Project is put into service, commissioned or is operating, the balance of our total compensation due as described above (40%).

Method of Payment. The payment shall be made in immediately available funds payable to "Solomon Energy 2.0 LLC" and delivered to Solomon Energy 2.0 LLC, 40 Rogers Road, Stamford, CT 06902, Attention: Christopher Whitman, or pursuant to wire instructions advised by us at the
time of payment. Questions regarding payment can be directed to Solomon, c/o Christopher Whitman, (917) 815-8864.

2. Communications. The Energy Proposer agrees that Solomon will be included in all communications initiated by Energy Proposer with Customer until the commercial operation of the Project. The Energy Proposer agrees that it will not conduct independent discussions with the Customer without prior notice to Solomon and an invitation to Solomon to participate in such discussions.

3. Compliance with Laws. The Energy Proposer represents and warrants that it shall comply with all applicable laws, rules and regulations applicable to a Project and the Energy Proposer’s activities with regard to the Project, including without limitation the planning, design, bidding, engineering, permitting and operation of such Project.

4. Confidentiality. The Energy Proposer will keep confidential all plans, data, analyses, reports, RFP documents, contract forms and any other documents that we provide to the Energy Proposer (“Solomon Confidential Information”) and will not disclose them to others without our prior approval unless they are already or become through no action of theirs in the public domain. The Energy Proposer has the right to disclose the Solomon Confidential Information to third parties only if they request such Information in writing and the Energy Proposer is required to disclose such information under applicable law (including any written requests under the U.S. or New York Freedom of Information Act or any analogous law or statute). Solomon hereby agrees to keep confidential all plans, data, analyses, reports, financial information and any other documents that the Energy Proposer provides to us and will not disclose them to others without the Energy Proposer’s prior approval unless they are already or become through no action of ours in the public domain or are requested in connection with a judicial proceeding adjudicating any matter involving the Project or Energy Proposer’s relationship to us or the Customer.

5. Representation; Waiver. We make no representations or warranties in connection with the Project including without limitation its feasibility the availability of contractors or materials, the ability to secure necessary permits, the legal or regulatory risks of a Project including the potential for changes in law and regulation, the credit-worthiness of the parties, or any other matter. Energy Proposer represents and warrants that it has or will perform its own due diligence in connection with any Project and neither has or will rely on any information supplied by us without independent confirmation and verification. Except as otherwise provided explicitly in this Agreement, in the case of any dispute regarding the Project, Energy Proposer will seek to enforce its rights under its contract with Customer and shall not hold us responsible in any way for losses, claims, actions for indemnity, or other matters arising in connection with such Project.

6. Copyright. The Energy Proposer acknowledges that all contract forms and other documents prepared by Solomon represent our proprietary work product and constitute valuable intellectual property that is protected under copyright.

7. Marketing. The Energy Proposer and Solomon agree that any publication of information regarding a Project shall accurately reflect the details of such Project and the participation of the Customer, Solomon and any Energy Proposer.

8. Assignment. Neither party may assign this Agreement without the other’s prior written consent which shall not be unreasonably withheld. In the event the Energy Proposer assigns to an affiliate or third party any agreement with the Customer including, without limitation, a property lease agreement or PPA, the Energy Proposer will require as a condition of such assignment that such affiliate or third party assume its obligations, if any, under this Agreement.

9. Miscellaneous. Each of the signatories to this Agreement represents and warrants to the other that he or she has all requisite legal authority to enter into this Agreement and that upon execution his or her respective employer will be bound by the Agreement’s applicable terms and conditions. Neither party may assign this Agreement without the other’s prior written consent which shall not be unreasonably withheld. This Agreement shall be governed by the laws of the State of New York, without giving effect to conflicts of law principles, and any action for enforcement shall be brought in the courts of the state in which a Project
is located. This Agreement contains our complete agreement and supersedes any prior written or oral discussions between or among the parties.

IN WITNESS WHEREOF, this Agreement is executed by the undersigned by their duly authorized and respective representatives as of the date entered below.

SOLOMON ENERGY 2.0 LLC

By:__________________________________

Name: 
Title: 
Date:

ACKNOWLEDGED AND AGREED:

[                          ]

By:__________________________________

Name: 
Title: 
Date:

This form must be signed and returned with bid.
EXHIBIT E
PROJECT DETAILS

START
Sites 1 and 2
Site 1
Address: 237 Upper Flat Rock Rd, Voorheesville, NY 12186
Land Parcel: 106.-1-9
Parcel Link: https://cha.maps.arcgis.com/apps/webappviewer/index.html?id=e9b0266f05aa4fe3aa2ed8a53af55481/
Municipality: New Scotland
Owner Name: Town Of New Scotland
Property Class: 852 (Landfills and Dumps)
Acres: 62.00 acres
New York State Department of Environmental Conservation (NYSDEC) #: #01-S-34
Site 1 – Land Parcel Details and Map
Site 1 – Site Layout

The two sections at Site 1 that will be viable for development are noted below in green and purple. Sections 1A and 1B are split by a ravine. The design must meet the requirements of Local Law 5. The Proposer shall provide sufficient information in their submissions that will demonstrate adequate buffering (landscaping, minimal tree clearing or other) to mitigate the impact. It is recommended that setbacks be a minimum of 50 feet and where appropriate new buffering shall be in place to screen visual impact within the setback. Please reference section 3C for design submission requirements and the recommendation of a vertical conceptional layout and/or 3D rendering of the proposed Energy System.
Site 1 – NYSERDA Brownfield/Landfill Approval
Site 1 has been pre-qualified by NYSERDA to meet the brownfield/landfill eligibility requirements under the NYSERA NY-Sun inventive program. All 62 acres of the site (30 developable acres) will qualify for the incentive adder as long as there is only one interconnection at the site.
Site 1 – New York State Department of Environmental Conservation (NYSDEC) Information
Site 2
Address: Upper Flat Rock Rd, Voorheesville, NY 12186
Land Parcel: 106.-1-24.1
Parcel Link: https://cha.maps.arcgis.com/apps/webappviewer/index.html?id=e9b0266f05aa4fe3aa2ed8a53af55481/
Municipality: New Scotland
Owner Name: Town Of New Scotland
Property Class: 323 (Other Rural Vacant Lands - Waste lands, sand dunes, salt marshes, swamps, rocky areas, and woods and brush of noncommercial tree species not associated with forest lands)
Acres: 9.70 acres
Site 1 – Land Parcel Details and Map
Site 2 – Site Layout

The section at Site 1 that will be viable for development is noted below in orange. The design must meet the requirements of Local Law 5. The Proposer shall provide sufficient information in their submissions that will demonstrate adequate buffering (landscaping, minimal tree clearing or other) to mitigate the impact. It is recommended that setbacks be a minimum of 50 feet and where appropriate new buffering shall be in place to screen visual impact within the setback. Please reference section 3C for design submission requirements and the recommendation of a vertical conceptional layout and/or 3D rendering of the proposed Energy System.
Site 2 – NYSERDA Brownfield/Landfill Approval
Site 1 has been pre-qualified by NYSERDA to meet the brownfield/landfill eligibility requirements under the NYSERA NY-Sun inventive program. All 9.7 acres of the site will qualify for the incentive adder as long as there is only one interconnection at the site.
EXHIBIT F
TOWN OF NEW SCOTLAND NY – LOCAL LAW 5 OF THE YEAR 2017 AND LOCAL LAW 5 OF THE YEAR 2019

START
EXHIBIT F
TOWN OF NEW SCOTLAND NY – LOCAL LAW 5 OF THE YEAR 2017 AND LOCAL LAW 5 OF THE YEAR 2019

END
EXHIBIT G
SAMPLE NYSRDA LEASE AGREEMENT

START
EXHIBIT G
SAMPLE NYSERDA LEASE AGREEMENT

END
END OF RFP AND EXHIBITS
STATEMENT OF INTENT FORM
2020 Annual Membership and Fees

The Town of New Scotland intends to renew its Coalition membership for 2020 and will contribute to the Coalition their portion of membership dues. That amount as itemized in the 2020 Coalition budget as approved by the Board of Director’s on June 21, 2019 is $6,984.00.

Authorized Signature

Date

Send Form By Mail/Email To:
Nancy Heinzen
Director/Stormwater Program Coordinator
Stormwater Coalition of Albany County
Albany County Health Department Building
175 Green Street
Albany, NY 12202
Nancy.Heinzen@albanycountyny.gov

DUE DATE
August 15, 2019
Town of New Scotland

Bid Specifications

for

Oil/Water Separator System

Bid opening: Date to be determined 10:00 am
Town of New Scotland
Highway Garage
2869 New Scotland Rd. Voorheesville, NY, 12186
It is the intent of this proposal and detailed specifications to describe an Oil/Water Separator System for the Town of New Scotland Highway Department.

Sealed bids shall be in duplicate and bear on the face thereof the name and address of the bidder and title “Oil Water Separator System” Bids will be received at the office of the Town Clerk until **DATE TO BE DETERMINED.**

Bids shall be addressed to:
Diane Deschenes, Town Clerk
Town of New Scotland
2029 New Scotland Rd.
Slingerlands, NY 12159

All bids must be accompanied by Non-Collusion Bidding Certificate required by Section 103-d of the General Municipal Law. Bid specifications may be picked up at the Highway Garage at 2869 New Scotland Road, Voorheesville, NY or at Town of New Scotland Town Hall, 2029 New Scotland Road, Slingerlands, NY.

**PRICE:**

Price shall include all labor, materials and equipment including any manufacturer’s recommended startup and training of town staff and O&M information. All work to be complete and ready for service

**COMPENSATION:**

Upon completion and satisfaction of the job, payment shall be on the first business day following the regular monthly Town Board meeting which falls on the second Wednesday of each month

**METHOD OF AWARD:**

The award shall be made to the lowest responsible bidder who in sole judgment of the Town of New Scotland will serve its best interest taking into consideration the reliability of the bidder; the quality of equipment and the conformity with the specifications.

**CERTIFICATION:**

The bidder certifies and warrants that all major components offered are compatible with each other, and are approved for the application.
DETAILED SPECIFICATIONS

INTENT:

It is the intent of the specification to describe an Oil/Water Separator System acceptable to the Town. The Town of New Scotland will consider all bidders and will award the contract to the vendor who, in the sole judgment of the Town of New Scotland, will serve the best interest of the Town when price, product, quality, safety, and delivery are all considered.

GENERAL:
Contractor will need to enter a formal contract with the Town of New Scotland. All equipment furnished shall be new, meeting all requirements of this specification, and be intended for use upon completion.

Whenever materials or equipment are indicated in the Contract Documents by using the name of a proprietary item or the name of a particular manufacturer, the naming of the item is intended to establish the type, function, and quality required. If the name is followed by the words "or equal" indicating that a substitution is permitted, materials or equipment of other manufacturers may be accepted if sufficient information is submitted by the CONTRACTOR to allow the ENGINEER to determine that the material or equipment proposed is equivalent or equal to that named.

Without any increase in cost to the OWNER, the CONTRACTOR shall be responsible for and pay all costs in connection with proposed substitutions and of inspections and testing of equipment or materials submitted for review prior to the CONTRACTOR's purchase thereof for incorporation in the WORK, whether or not the ENGINEER accepts the proposed substitution or proposed equipment or material. The CONTRACTOR shall reimburse the OWNER for the charges of the ENGINEER for evaluating each proposed substitution.

Required Equipment:
Standard oil/water separator tank 1000gals including all appurtenances & piping connections as shown on the project drawings. Mercer International, Inc Compliance Master, Model MI-B25-PE or approved equal.
Settling manhole including all appurtenances, frame and cover, and piping connections as shown on the project drawings.
Sampling manhole including all appurtenances, frame and cover, and piping connections as shown on the project drawings.

Required Construction (see Attachments):
Disconnect roof drainage pipelines from interior floor drainage pipeline.
Install new 6” storm drainage pipelines to connect roof drainage to pipes to existing storm drainage system and to new storm drainage outfall as shown on the project drawings.
Install oil/water separator tank in existing outfall pipeline to SR 85.
Install (2) manholes, one prior to the oil/water separator and one after the oil/water separator as shown in the project drawings in existing outfall pipeline to SR 85.

All work to be done in accordance with manufacturer’s recommended installation practices and these specifications. All work to be complete and ready for service.

Restore any disturbed areas to previous condition

Work must be completed by DATE TO BE DETERMINED

Required permit:
Must comply with NYS DEC regulations as stated on SPDES #NY 028 2511 (see attached).

**ATTACHMENTS:**
EX-1 Town of New Scotland Highway Garage Floor drain discharge treatment Existing Conditions
S-1 Town of New Scotland Highway Garage Floor drain discharge treatment Proposed Site Plan
S-2 Town of New Scotland Highway Garage Floor drain discharge treatment Proposed Floor Plan
D-1 Town of New Scotland Highway Garage Floor drain discharge treatment Construction Details
D-2 Town of New Scotland Highway Garage Floor drain discharge treatment Oil/Water Separator Details

#

**Prevailing Wage Rates and Supplements**

The Contractor warrants that he is familiar with and in compliance with Sections 220.3 and 220-d of the New York State Labor Law. These Sections govern the payment of wages so that each laborer, worker or mechanic upon this project employed by the Contractor shall not receive less than the prevailing hourly wage rate for a legal days work.

**Insurance**

The Contractor shall provide the Town with a certificate of Insurance naming the Town of New Scotland as additional insured showing proof of the following coverage’s:

1. **Insurance.**
   
   (A) Contractor shall provide the Town with proof of general liability insurance issued by a company authorized by license to do business in the State of York. The policy’s minimum coverages and limits shall be:

   - All contractors must provide the Town of New Scotland with a Certificate of Insurance providing the following minimum limits and coverages:
- General Liability limits of at least $1,000,000 per occurrence, $2,000,000 General Aggregate, $2,000,000 Products and Completed Operations Aggregate. Coverage shall include contractual liability.

- Commercial Automobile Liability with limits of at least $1,000,000 combined single limit. Coverage for all owned, non-owned, leased, & hired vehicles shall be included.

- Commercial Umbrella Liability insurance with limits of not less than $1,000,000 per occurrence, $1,000,000 aggregate.

- Workers Compensation & Employers’ Liability coverage with statutory limits for all employees.

- NYS statutory disability coverage for all employees.

- Coverage provided shall be written on a primary and non-contributory basis over any other insurance that may be available.

- All policies shall contain a waiver of subrogation in the favor of the Town.

- No policy shall exclude coverage for lawsuits alleging violations of New York Labor Law, sections 200, 240(1) aka Scaffold Law and 241(6)

- All policies shall be written with an insurance carrier with a Best’s rating of A- or better.

The certificate holder must be listed as the Town of New Scotland, New York. This insurance certificate must also name the Town as additional insured and the Contractor shall provide the Town with proof of such insurance in the form of an Additional Insured Endorsement Rider or other proof acceptable to Town.

(B) In the event any policy furnished or carried pursuant to this agreement is scheduled to expire on a date prior to the expiration of the term of this agreement, Contractor shall deliver to the Town a certificate or certificates of insurance evidencing the renewal of such policy or policies not less than 15 days prior to such expiration date, and the Contractor shall promptly pay or cause to be paid all premiums due thereon.

(C) In the event Contractor receives notice of cancellation of said insurance, Contractor shall immediately provide the Town with written notice of such cancellation by no later than the next business day to the Town.
written notice must be either personally delivered to the Supervisor, Town Hall, 2029 New Scotland Road, Slingerlands, New York 12159 during normal business hours or faxed to the Supervisor at 439-8554. Contractor shall provide the Town with proof of replacement general liability insurance coverage satisfying the requirements set forth herein within two (2) business days of the Contractor’s receipt of said notice of cancellation of Contractor’s insurance.

(D) Any failure by the Contractor to comply with the insurance requirements of this agreement in a timely manner shall constitute a breach of this agreement, and the Town may, at its option, terminate this agreement upon written notice to the Contractor.

(E) The above insurance is not, and shall not, be construed as, a limitation upon Contractor’s obligation to indemnify the Town.
NON-COLLUSIVE CERTIFICATE

Pursuant to Section 103-d of the General Municipal Law of the

STATE OF NEW YORK

By submission of their bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party hereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and beliefs:

1. The prices in this bid have been arrived at independently without collusion, communication, consultation, or agreement, for the purpose of restricting competition as to any matter relating to such price with any other bidder or 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 prior to the 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 of corporation to submit a bid for the purpose of restricting competition

The corporate bidder and the undersigned affirm the above certification under penalty of perjury.

____________________   Signed By________________________________
NAME OF CORP. OR INDIVIDUAL                                        AUTHORIZED AGENT

Corporation Resolution

RESOLVED that _______________________________ be authorized to sign and submit the bid or proposal of this Corporation for the following project:

and to include in such bid or proposal the certificate as to non-collusion required by section 103-d of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or mis-statements in such certificates this corporate bidder shall be liable under penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by

________________________________________ at a meeting of its Board of Directors on the

____________________ day of 20__________.
TOWN OF NEW SCOTLAND
HIGHWAY DEPARTMENT

BID PROPOSAL FORM

OPENING DATE: to be determined
TIME: 10:00 a.m.
PLACE: TOWN OF NEW SCOTLAND TOWN HALL

RETURN BIDS TO:         TOWN OF NEW SCOTLAND
                        TOWN HALL
                        2029 NEW SCOTLAND RD.
                        SLINGERLANDS, NY 12159

BIDS MUST BE SUBMITTED IN DUPLICATE AND THE ENVELOPE MUST BEAR ON THE
FACE THEREOF THE NAME AND ADDRESS OF BIDDER AND DESCRIPTION OF THE
ITEM IN WHICH THE BID IS BEING PLACED.

ITEM #1: Highway Garage Oil/Water Separator System

$____________________
Written Bid Price:__________________________________________________________

Guaranteed Delivery Time (in calendar days)   ___________

NAME OF BIDDER:          ___________________________________________________
(Please Print)
ADDRESS:                 _______________________________________________________
                          _______________________________________________________

DAYTIME PHONE #:         ________________________________

EMAIL:                   _______________________________________________________

SIGNATURE OF AUTHORIZED BIDDER: ______________________________________

DATE: _________________

BID WILL BE AWARDED TO THE LOWEST RESPONSIBLE BIDDER

THE TOWN BOARD RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS.
July 26, 2019
File: 195115142

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

Reference: New Scotland Highway Garage Furnace Replacement

Dear Supervisor LaGrange,

Upon initial request Stantec generated specifications for an in-kind replacement of the 500 MBH, #2 fuel fired furnace which is near the end of its service life. Once we completed the specifications it was further requested that Stantec review the feasibility of several alternatives to the in-kind replacement. At this time, we are offering a generic overview of a propane furnace, a wood-pellet/biomass system, and a geothermal system for the Town to consider with our recommendation based on experience, the given site conditions, and the required maintenance levels. If the Town so desires after reading our basic initial assessment, we can provide a more detailed life cost cycle analysis for up to (2) alternatives for $4,800, approximately 40 hours of effort.

Wood Pellet / Biomass System

It’s understood that the incentives for providing a wood pellet are attractive, but the impact of providing a biomass system should be evaluated by the Town from a staffing, material handling, and material storage perspective to decide if providing this type of furnace would be beneficial to the town.

If the Town would like further details on this alternative, as stated above we can provide values within a more detailed cost cycle analysis accounting for site specific conditions and incentives.

Geothermal System

The highway garage is built on a site with relatively shallow bedrock. Roughly 3 to 5 feet deep. Similar to the Biomass System this alternative can be reviewed further in more detail, but it is Stantec’s opinion that this alternative would not be financially comparable to the in-kind replacement. Therefore, it is Stantec’s opinion that the capital cost for converting to geothermal would not justify the benefit here.

Propane Furnace

Replacing the fuel furnace with a propane system may be beneficial to the town. The Pros and Cons have been summarized below:
Propane burns cleaner than oil, which reduces maintenance and cleaning requirements of the furnace heat exchanger.

Propane burns at 10-15% higher combustion efficiency, and gallon for gallon propane emits 25% less CO2 into the atmosphere.

Propane burners do not require a chimney, reducing maintenance and cleaning requirements.

Propane is about 25 cents per gallon less expensive.

No incentive to convert.

<table>
<thead>
<tr>
<th>Propane</th>
<th>Fuel Oil</th>
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<tbody>
<tr>
<td>• Propane burns cleaner than oil, which reduces maintenance and cleaning requirements of the furnace heat exchanger.</td>
<td>• 1 Gallon of propane contains 91,000 btu’s, while 1 gallon of fuel contains 139,000 btu’s. Less fuel is burnt per BTU when compared to propane.</td>
</tr>
<tr>
<td>• Propane burns at 10-15% higher combustion efficiency, and gallon for gallon propane emits 25% less CO2 into the atmosphere.</td>
<td>• Safer because it does not produce carbon monoxide fumes.</td>
</tr>
<tr>
<td>• Propane burners do not require a chimney, reducing maintenance and cleaning requirements.</td>
<td>• Capital cost to replace in kind will be significantly less than to remove and decommission fuel system and replace with propane system.</td>
</tr>
<tr>
<td>• Propane is about 25 cents per gallon less expensive.</td>
<td>•</td>
</tr>
<tr>
<td>• No incentive to convert.</td>
<td>•</td>
</tr>
</tbody>
</table>

If requested, Stantec would define the scope of work for conversion, obtain a cost from a local contractor for the work, perform a lifecycle cost analysis which accounts for the efficiency of each system, the price difference of each fuel, and fuel consumption rate difference of each, and summarize in a report as stated above.

In conclusion, based on experience and initial review, it is Stantec’s opinion that an updated in-kind replacement furnace is the best option for the Town highway garage. This would use similar space to what the existing furnace requires, use similar electric controls, use the existing ductwork, keep operation and maintenance efforts the same, have the least expensive upfront cost, and is ready to bid giving this option the best chance to get the furnace replaced prior to this winter. If the Town Board has any further questions or would like additional details we can provide answers. The intent of this letter is to provide a preliminary opinion to the Town Board to see if detailed analysis of the alternatives is desired or if the Town has enough information to make a decision with this initial information.
July 26, 2019
Douglas LaGrange, Supervisor
Page 3 of 3

Reference: New Scotland Highway Garage Furnace Replacement

Regards,

Stantec Consulting Services Inc.

Garrett Frueh, PE
Project Manager
Tel: (518) 218-5847
Garrett.Frueh@stantec.com

Jonathan Resnick, PE
Mechanical Engineer
Tel: (518) 815-2385
Jonathan.Resnick@stantec.com

Attachment: Attachment
c. Town Board Members
   Michael Naughton
   Ken Guyer
rj u:\195115142\record\sent\20190725_highway garage furnace letter\20190726_furnace options letter.docx
July 15, 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. **Kevin William, RITZ** – 284 Maple Ave., 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
<table>
<thead>
<tr>
<th>Account Description</th>
<th>Fee Description</th>
<th>Account#</th>
<th>Qty</th>
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<td>A2001R Pavilion Deposits</td>
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<tr>
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<td>Clerk Fees</td>
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<td>A1255</td>
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Sub-Total: $786.62
Sub-Total: $379.00
Sub-Total: $500.00
Sub-Total: $1,450.00
Sub-Total: $87.50
Sub-Total: $95.00
Sub-Total: $70.00
Sub-Total: $9,127.23
Sub-Total: $36,435.00
Sub-Total: $1,500.00
Sub-Total: $10.00
Sub-Total: $9,778.03
Sub-Total: $7,106.46
Sub-Total: $19,496.40
Sub-Total: $3,210.57
Sub-Total: $620.00
Sub-Total: $10,444.47
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<tr>
<th>Account Description</th>
<th>Fee Description</th>
<th>Account#</th>
<th>Qty</th>
<th>Local Share</th>
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<tr>
<td>Amount paid to: NYS Ag. &amp; Markets for spay/neuter program</td>
<td>86.00</td>
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<td>Amount paid to: NYS Environmental Conservation</td>
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<td>Amount paid to: State Comptroller for Games of Chance</td>
<td>15.00</td>
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<td>Amount paid to: State Health Dept. For Marriage Licenses</td>
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<tr>
<td>Total State, County &amp; Local Revenues:</td>
<td>$266,001.49</td>
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<tr>
<td>Total Non-Local Revenues:</td>
<td>$421.34</td>
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</table>

To the Supervisor:

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

Diane R. Deschenes 8-1-2019
Supervisor

Patricia Barber 8-6-19
Town Clerk
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 July 2019 in connection with my office, excepting only such Fees and Moneys the application and payment of which are otherwise provided for by law.

<table>
<thead>
<tr>
<th>DATE</th>
<th>PAID BY</th>
<th>NATURE OF PAYMENT</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/18</td>
<td>Wm. Secks</td>
<td>(2) draft certificate</td>
<td>$20.40</td>
</tr>
<tr>
<td>7/30</td>
<td>New Comm F H</td>
<td>(2) draft certificate</td>
<td>$120.10</td>
</tr>
</tbody>
</table>

TOTAL $140.50

STATE OF NEW YORK
COUNTY OF Albany
TOWN OF New Scotland

Patricia Barber

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

Sworn before me this 1st day of August 2019...

RECEIPT OF SUPERVISOR
Total amount Fees Remitted to the Supervisor $140.00

RECEIVED PAYMENT
Dated 8-2-2019

Supervisor
August 7, 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 July 2019:

Started Cases – 111 (BOTH JUDGES)
Closed Cases - 73

Money collected - $8,744.91

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

Sincerely,

Robert W. Johnson III
Town Justice
August 7, 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 July 2019:

Started Cases – 111 (Both Judges)
Closed Cases - 26

Money collected - $3,350.00

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

Sincerely,

David J. Wukitsch
Town Justice

12– Site Visits
14 - Construction inspections
  5- Plan Reviews
  21- Permits issued
  11- C.O.’s issued
  3-Applications submitted to ACPB
  17-SW Construction site reports reviewed
  0-New Foil Request
  10-Meetings with applicants, agents, and town employees
  0-Minor Subdivision approved.

1 day – Stormwater working group meeting held at University of Albany
1 day – NYSBOC Bimonthly Training/Meeting

Items of Interest:

1) Tommell parcel of 27 Flatrock has new Erosion and sediment plan drafted by engineer.
   North Rd. Silt fence has been installed.
2) 2 reviews conducted of Helderberg Headwaters Grant Proposal drafted

Jeremy Cramer
Building/Zoning Administrator

8 - Site Visits
6 - Construction inspections
3- Plan Reviews
16- Permits issued
17- C.O.'s issued
4-Applications submitted to ACPB
18-SW Construction site reports reviewed
1-New Foil Request
6-Meetings with applicants, agents, and town employees
1-Minor Subdivision approved.
1 day – Stormwater working group meeting held at Town of Bethlehem

Items of Interest:

1) Town of Bethlehem/Town of New Scotland WQIP Round 16 grant application for a vacuum truck was submitted to DEC. A GIS inventory and a Catch Basin Cleanout Plan and Procedures Document was drafted as a requirement of the grant and submitted to the Town of Bethlehem by J.Cramer.

1. Fire safety inspections or follow-ups
2. Site visits
3. Construction inspections
4. Plan reviews
5. Fire calls or follow-up
6. Vacant houses being monitored (plus one)
7. 4 hrs. - Training/ Nysboc meeting

Violations.

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

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

397 Rowe rd. – Pool without the required fencing. Warning Letter sent, awaiting reply -2 site visit - left note to call office- \textit{(still active)}

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

Altamont Rd. - Deck without permit, owner contacted and permit will be applied for.

4 Hickory ridge- Vacant property. Complaint concerning tree damage to roof. Property managers contacted and repairs have been scheduled.

Bullock rd. – Shed without permit located too close to road owner contacted will, apply for variance

1241 Delaware tpk. - Renewed complaint concerning septic issues. This property has been sited before and the issue was corrected at that time. This is a small lot with a four bedroom house. It appears that children returning home have added to the septic load.
Vacant houses 3/2019 being monitored

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

154 Clipp – unsafe building by town law

2123 Delaware – waiting for the county to take

2459 Delaware - waiting for the county to take

1773 Tarrytown - in foreclosure

196 Font grove – in foreclosure

10 Toll gate – owner contacted vacant but not abandon

167 State farm – in limbo

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

3 Rock hill - abandon reason unknown

4 Hickory ridge road – foreclosure, law suit pending

17 Seabee lane – Foreclosure ?

2845 New Scotland – eviction in advance of a private foreclosure action

3 Brook view – pre foreclosure

0- Fire safety inspections or follow-ups

13 -Site visits

39 -Construction inspections

12 – Plan reviews

0– Fire calls or follow-up

14 – Vacant houses being monitored  (plus one)

0 hrs. - Training/ Nysboc meeting

Violations.

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

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

397 Rowe rd. – Pool without the required fencing. Warning Letter sent, awaiting reply -2 site visit -left note to call office- OTR to be sent(still active)

Altamont Rd. -Deck without permit, owner contacted and permit will be applied for. Permit issued

4 Hickory ridge- Vacant property. Complaint concerning tree damage to roof. Property managers contacted and repairs have been scheduled. Roof repaired water damage addressed

Bullock rd. – Shed without permit located too close to road owner contacted variance applied for

1241 Delaware tpk. - Renewed complaint concerning septic issues. This property has been sited before and the issue was corrected at that time. This is a small lot with a four bedroom house. It appears that children returning home have added to the septic load. ACHD was on site and an action was started
Vacant houses 3/2019 being monitored

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

154 Clipp – unsafe building by town law

2123 Delaware – waiting for the county to take

2459 Delaware - waiting for the county to take

1773 Tarrytown - in foreclosure

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3 Rock hill - abandon reason unknown

4 Hickory ridge road – foreclosure, law suit pending

17 Seabee lane – Foreclosure ?

2845 New Scotland – eviction in advance of a private foreclosure action

3 Brook view – pre foreclosure
# Pay the Bills
## August 14, 2019

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## Prepays

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<td>07/25/2019</td>
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<td>08/07/2019</td>
<td>20190925-20190940</td>
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Whereas, there is a need to provide additional funding for amounts made or to be made in excess of the appropriation provided in the adopted budget, the Town Board resolves to provide funding as follows:

<table>
<thead>
<tr>
<th>FROM</th>
<th>CODE</th>
<th>TO</th>
<th>CODE</th>
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<td>Unallocated Ins.</td>
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<td>Sewer Service Charges</td>
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<td>Sewer Admin/Contr.</td>
<td>SKW8110.4</td>
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<td>To increase both revenue/sewer service charges and expenditure/sewer admin./contractual for amount over budget ($1,547.57) and estimate through year end.</td>
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<td>Sewer Collection Admin./Contr.</td>
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<td>To increase both revenue/sewer service charges and expenditure/sewer collection admin./contractual for additional Town of Bethlehem fee for sewer hookup. We estimated 3 hookups for 2019 and are at 4 year to date.</td>
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<td>Fund Balance</td>
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<td>Water Admin./Contr.</td>
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</tr>
<tr>
<td>Metered Water Rents</td>
<td>WKW2140</td>
<td>Water Admin./Contr.</td>
<td>WKW8310.4</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>To increase both revenue/Metered Water Rents and expenditure/Water Admin./Contractual for amount over budget ($881.91) plus estimate through year end.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Metered Water Rents</td>
<td>WKW2140</td>
<td>Med. And Dental Ins.</td>
<td>WKW9060.8</td>
<td>$300.00</td>
</tr>
<tr>
<td>To increase both revenue/Metered Water Rents and expenditure/Med. And Dental Insurance for amount over budget ($20.02) plus estimate through year end.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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