TOWN OF NEW SCOTLAND
TOWN BOARD MEETING
October 9, 2019 - 7:00 PM
AGENDA

1. Call to Order

2. Pledge of Allegiance

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

4. Approval of the Minutes of the Following:
   - Sept 4, 2019        Special Town Board Meeting
   - Sept 11, 2019      Regular Town Board Meeting

   Announcements:
   - Fall Brush & Lawn Debris Pick-up Oct 15th through Nov 22nd
   - Mountainview Church Polling Site has closed. New polling site is St. Matthews Church. Sample ballots are available on Albany County Board of Elections website along with early voting information

5. Discussion/Action re: Proposed Local Law D of 2019 – Historic Preservation Law

6. Discussion/Action regarding speed limit study request for County Route 308.

7. Discussion/Action re: Tax Bill Processing Agreement with Albany County

8. Highway/Parks:
   - Recommendation re: award of bid for highway garage furnace
   - Resolution accepting bid and approving form of contract
   - Request to set hourly wage for new highway department employee Louis Micheli, Equipment Operator 1, at $16.52 per hour (step 1)

9. Dedication of sewer main from the Olsen project on New Scotland Rd.
   - Recommendation from Stantec Engineering
   - Resolution
   - Offer of Cession, Bill of Sale, Warranty,
10. Discussion/Action re: Solar Project at Town Land Fill  
   Mr. Hennessy, Jr

11. Liaison Reports:

12. Departmental Monthly Reports:
   - Town Clerk, Sept 2019  
   - Registrar, Sept 2019  
   - Justice Johnson, August 2019  
   - Justice Wukitsch, August 2019  
   - Building Dept., 2019  
   - Code Enforcement, 2019  

13. Pay the Bills  
   Mr. LaGrange  
   Attachment #7

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

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

16. Adjourn  
   Mr. LaGrange
TOWN OF NEW SCOTLAND
ANNUAL FALL
BRUSH AND LAWN DEBRIS
CLEAN-UP

October 15 – November 22, 2019

LAWN AND YARD DEBRIS: *must be bagged in bio-degradable bags* and placed at the curb. Bags can be purchased at local grocery and department stores.

BRUSH AND TREE LIMBS: Must be stacked *neatly* at the curb with cut ends facing the road. Limbs no longer have to be cut into four foot lengths. Our chipper will accept longer and larger limbs than in the past. *Please be sure to stack brush and limbs as neatly as possible with cut ends facing road so that our crew can work in a safe and efficient manner.*

**BRUSH WILL ONLY BE ACCEPTED DURING THIS TIME PERIOD.**

QUESTIONS? CALL 475-0385
HIGHWAY DEPARTMENT
Proposed
Town of New Scotland
Local Law D of the year 2019

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

SECTION I. TITLE

This law shall be known and may be cited as the Historic Preservation Law.

SECTION II. PURPOSE

Section 119-dd of the New York General Municipal Law authorizes towns and villages to develop regulations for the preservation of local historic landmarks and to establish a historical preservation board or committee with powers necessary to carry out the authority possessed by a municipality for historical preservation programs. The Town Board finds that there exist within the Town places, sites, structures and buildings of historic or architectural significance and uniqueness. The historic resources should be protected and preserved to maintain the character of the Town, to contribute to the aesthetic value of the Town, and to promote the general good, welfare, health and safety of the Town and its residents. The Village of Voorheesville shares historic resources with the Town, and the Village wishes to form a joint commission to preserve and regulate historic resources and structures of architectural significance. This law is intended to:

(a) foster public knowledge, understanding, and appreciation in the beauty and character of the Village/Town and in the accomplishments of its past;

(b) ensure the harmonious, orderly, and efficient growth and development of the Village/Town;

(c) enhance the visual character of the Village/Town by encouraging new design and construction that complements its historic buildings;

(d) protect and promote the economic benefits of historic preservation to the Village/Town, its inhabitants and visitors;

(e) protect and enhance property values in the Village/Town;
(f) promote and encourage continued private ownership and stewardship of historic structures;

(g) identify, as early as possible, and resolve conflicts between the preservation of historic landmarks/districts and alternative land uses;

(h) conserve valuable material and energy resources by ongoing use and maintenance of the existing built environment;

(i) foster cooperation between the Village of Voorheesville and Town of New Scotland in achieving the shared goals detailed above; and

(j) enable the formation of a commission with powers to carry out the above goals.

SECTION III. DEFINITIONS

As used in this local law, the following words and phrases have the following meaning:

COMMISSION — An Historic Preservation Commission, which will be formed by the Village of Voorheesville and Town of New Scotland, and which will have the authority and powers established by this law.

HISTORIC DISTRICT — A district that possesses a significant concentration, linkage, or continuity of sites, buildings, structures, or objects united historically or aesthetically by plan or physical development and has been recognized as such by federal, New York State or local government entities with the authority to designate such a district.

HISTORIC PRESERVATION — The identification, study, documentation, protection, acquisition, restoration, rehabilitation, management, maintenance and use of buildings, structures, objects, sites and historic districts, significant in the history, architecture, or culture of the Village of Voorheesville, Town of New Scotland, the State of New York or the United States.

HISTORIC PROPERTY — Any building, structure, object, site or district that is of significance in the history, architecture, archeology, or culture of the Town of New Scotland, Village of Voorheesville, the State of New York, or the United States. Listed below, but not limited to these categories, are examples of historic properties:

(a) Buildings:
   i. Administration building
   ii. Carriage house
   iii. Church
   iv. City or town hall
   v. Courthouse
   vi. Detached kitchen, barn, or privy
   vii. Dormitory
viii. Fort
ix. Garage
x. Hotel
xi. House
xii. Library
xiii. Mill building
xiv. Office building
xv. Post office
xvi. School
xvii. Shed
xviii. Social hall
xix. Stable
xx. Store
xxi. Theater
xxii. Train station

(b) Structures:
i. Aircraft
ii. Apiary
iii. Automobile
iv. Bandstand
v. Boats and ships
vi. Bridge
vii. Cairn
viii. Canalix
x. Carousel
xi. Corncrib
xii. Dam
xiii. Earthwork
xiv. Fence
xv. Gazebo
xvi. Grain elevator
xvii. Highway
xviii. Irrigation system
xix. Kiln
xx. Lighthouse
xxi. Railroad grade
xxii. Silo
xxiii. Trolley car
xxiv. Tunnel
xxv. Windmill

(c) Objects:
i. Boundary marker
ii. Fountain
iii. Milepost
iv. Monument
v. Sculpture
vi. Statuary

(d) Examples of sites include:
i. Archeological site
ii. Battlefield
iii. Campsite
iv. Cemeteries significant for information potential or historic association
v. Ceremonial site
vi. Designed landscape
vii. Habitation site
viii. Natural feature (such as a rock formation) having cultural significance
ix. Petroglyph
x. Rock carving
xi. Rock shelter
xii. Ruins of a building structure
xiii. Shipwreck
xiv. Trail
xv. Village site

(e) Examples of districts include:
i. Business districts
ii. Canal system
iii. College campuses


PLANNING BOARD — The Town of New Scotland Planning Board

PLANNING COMMISSION – Village of Voorheesville Planning Commission

STATE REGISTER — The State Register of Historic Places established pursuant to § 14.07 of the New York State Parks, Recreation and Historic Preservation Law

TOWN – Town of New Scotland

TOWN BOARD — The Town Board of New Scotland

REGISTER — The New Scotland and Voorheesville Register of Historic Places established pursuant to this law, a local honorary listing of buildings, structures, objects, sites and historic districts deemed by the Commission to be of significant historic value.

VILLAGE- Village of Voorheesville
SECTION IV.  HISTORIC PRESERVATION COMMISSION

There is hereby created a joint Commission of the Village and Town to be known as the Historic Preservation Commission, the members of which shall be appointed by the Town Board and the Village Board.

(a) Membership: The commission shall consist of up to five appointed members. The official Historians of the Village and Town will each serve as ex officio members of the Commission. Members of the Commission shall serve as volunteers, and shall not be entitled to remuneration.

(b) Appointments: (i) The Town Board shall appoint three members to the Commission. The appointees, to the extent practicable, should be representative of the various districts and communities in the Town outside of the Village of Voorheesville. (ii) The Village Board shall appoint two members of the Commission, who shall be residents of the Village.

(c) Term of Office: Commission members may be appointed for one-, two-, or three-year terms as determined by the appointing Board.

(d) Qualifications of Commission Members, and Criteria for Selection: All Commission members shall have an interest in historic preservation or planning within the Village and/or Town. In addition, and to the extent possible, Commission members should have one of the following qualifications or professional backgrounds: architect, historian, licensed real estate broker, attorney, resident of an historic district, or a demonstrated significant interest in, and commitment to, the field of historic preservation evidenced by involvement in a local historic preservation group, employment or volunteer activity in the field of historic preservation or other serious interest in the field. Members shall not be affiliated with the same professional office, and shall not be related by marriage or immediate family members.

(e) Chairperson: The Chairperson of the Commission shall be appointed jointly by the Town and Village Boards for a one-year term at the annual organization meeting of the Town and Village Board. In the absence of an appointment by the Governing Boards, the Chairperson of the Commission shall be designated by an affirmative vote of the full Commission and will serve until such time as the Governing Boards appoint a chairperson.

(f) Conduct of Meetings: Commission meetings shall be conducted in compliance with the New York State Open Meetings Law (NYS Public Officers Law, Article 7).
(g) Quorum: A simple majority of the Commission members shall constitute a quorum for the transaction of business. An affirmative majority vote of the full Commission is required to approve any resolution, motion or other matter before the Commission.

(h) Meetings: The Commission shall meet once a month, and the Commission shall establish and publish the day of the month on which regular meetings shall be held. If there is no pending business requiring Commission consideration, the Commission may cancel the monthly meeting. In addition, meetings may be held at any time on the written request of any two Commission members or on the call of the Chairperson of the Commission or the Chairperson of the Planning Board or Planning Commission.

(i) Committees: The Commission may establish permanent or ad hoc committees consisting of no less than three current members of the Commission for assignments assigned to it by the full Commission. Committees may invite subject area experts as needed to attend Committee meetings.

(j) Powers, Duties and Responsibilities: The Commission shall be an advisory body to Village and Town governments, and the respective planning and zoning boards of the respective municipalities. All Village and Town departments shall, upon request of the Commission, assist and furnish as far as practicable available permits, plans, reports, maps and statistical and other information that the Commission may require for its work. All documents provided to the Commission will be handled with the same level of sensitivity and confidentiality as the providing department and as required by applicable State and local laws. The Commission duties and responsibilities shall include:

1. Making recommendations to the Village and Town Boards for their consideration.
2. Promulgating rules as necessary for the conduct of its business. Any such rules are subject to the approval of the Town and Village Boards.
3. Conducting or causing the conduct of surveys of significant historic buildings, structures, objects and districts within the Town and Village.
4. Maintaining an inventory of locally-designated historic resources or districts within the Village and Town, and publicizing the inventory.
5. Recommending to the Town and Village Boards certain criteria for selection of historic buildings, structures, objects, sites and historic districts in the Town and Village to be placed on the Register of Historic Places, State Register, Federal Register.
(6) Recommending to the Village and Town Boards those areas of the Town or Village that should be designated as a Historic District.

(7) Increasing public awareness of the value of preserving historic buildings, structures, objects and sites by developing and participating in public education programs, conducting preservation workshops, and providing technical assistance and guidance to owners of historic properties.

(8) Making recommendations to the Village and Town governments concerning the utilization of state, federal or private funds to promote the preservation of historic buildings, structures, objects and sites within the Village and Town.

(9) Recommending actions to the Town and Village Boards that are essential to the preservation of historic buildings, structures, objects and sites by the Town and/or Village government when preservation is essential to the purposes of this law and when private preservation is not feasible.

(10) Serving in an advisory capacity to the Village and Town Boards, Planning Board and Commission, Zoning Board of Appeals and Building Department on all matters that affect designated Register properties or historic districts. In its capacity to advise the Village and Town Boards and the Planning Board and Planning Commission, the Commission will perform the following.

a. Offer comments to assist when new projects, developments or building additions are proposed for registered properties or for properties within a Historic District.

b. Review the agendas of the above mentioned bodies and submit recommendations (when warranted) on potential impacts to historic sites to them by their next meeting or as soon as practicable.

(11) Preparing, within twenty-four months of the effective date of this law and the establishment of a five member Commission, a report in accordance with Section 119-cc of the New York General Municipal Law. When complete, the report shall be submitted to the Governing Boards, and shall include a proposal for establishing historic preservation easements and historic preservation zoning within the Town and Village.

(12) Performing other functions that the Governing Boards may designate by local law.
SECTION V. REGISTRY OF HISTORIC PLACES

This section establishes a Village and Town Registry of Historic Places. The Registry will initially consist of all sites in the Village and Town where historical markers exist, all structures previously placed on the State or National Historic Register, and all designated Historic Districts.

(a) Additions to this Registry will include structures, objects, sites and historic districts deemed by the Commission to be of significant historic value.

(b) The Commission may recommend, for designation by the Village or Town Board, a building, structure, object, historic district or site for the Register if it:

(1) Is associated with persons or events that have made a significant contribution to Town or Village history; or is identified with a historic personage; or

(2) Embodies distinctive characteristics of a type, period, or method of construction, or that represents the work of a master, or that possesses high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or

(3) Has yielded or may be likely to yield, information on prehistory or history.

(c) Designation on the Village and Town Register of Historic Places is strictly a local honorary listing. Properties placed on the Register are given only Town and Village historic recognition. An owner of property on the Historic Register has no restriction on the use or maintenance of the property as a result of this designation.

(d) Each site or Historic District added to the Town and Village Register of Historic Places will be eligible to receive an historic road marker or plaque acknowledging its history and placement on the Register as determined by the appropriate historical association or society.

SECTION VI. DEMOLITION OF ANY BUILDING OR STRUCTURE MORE THAN 70 YEARS OLD

(a) Except in the case of an emergency (e.g., fire, explosion, sudden collapse), prior to issuing any demolition permit authorizing the demolition of a building or structure more than 70 years old, the Village or Town Building Department shall notify the Historic Preservation Commission, by providing up to 30 days written notice to the Chairperson of the Commission, identifying the building or structure for which such permit is sought by address and name of owner or owners. The Code Enforcement Officer or Building Inspector having jurisdiction of the building or structure shall have the authority to determine if an emergency exists when the structure poses an imminent danger to health and safety.
(b) The Commission shall evaluate and document the building or structure for historic or architectural significance appropriately, as may be necessary, during the 30-day notice period prior to issuance of any such demolition permit.

(c) The Commission may request an additional 14 days to evaluate and document such significant structures in cases where extensive research is required, which may be granted in the sole discretion of the Building Department.

(d) In the event that the Building Department has received no comment from the Historic Preservation Commission within 30 days after such notification, the Building Department may issue the requested permit for demolition.

SECTION VII.  COOPERATION OF (VILLAGE/TOWN DEPARTMENTS)

All Village and Town departments, upon request of the Commission, will cooperate with the Commission, and furnish public documents (including plans, reports, maps) and statistical and other information which the Commission may require for its work. This provision shall not require any department or board to provide non-public, proprietary, or confidential information, or documents not subject to disclosure under the Freedom of Information Law.

SECTION VIII.  AUTHORITY

This local law is enacted by the Town Board of the Town of New Scotland pursuant to Article 5-K of the New York General Municipal Law, and the general authority to adopt local laws under Article IX of the New York State Constitution, Article 18 of the General Municipal Law, and the Municipal Home Rule Law. The New York General Municipal Law, including Section 239-g authorizes the formation of joint commissions, associations and federations to promote inter-community plans within the County.

SECTION IX.  VALIDITY

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

SECTION X.  REPEAL OF OTHER LAWS

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

SECTION XI.  EFFECTIVE DATE

This local law shall take effect immediately, as provided by law, upon filing with the Secretary of State.
Donald and Linda Haskell  
329 Unionville Feura Bush Road  
Feura Bush, New York 12067  
(518) 439-4017

October 3, 2019

Ms. Diane Deschenes  
Town Clerk  
2029 New Scotland Ave.  
Slingerlands, NY 12159  
ddeschenes@townofnewscotland.com

Dear Diane,

This letter is to request an addition to the October Town Board agenda for the upcoming October meeting.

We live on County Road 308, Unionville Feura Bush Rd., and would ask that the board request a traffic study from the county. The last study was in 2005 and we think the increase in traffic and speed of the traffic warrant a new study. The purpose of the study would be to eventually request a reduction in the speed limit on this portion of County Road 308.

In addition to this request, we called the Albany County Sheriff and asked that an officer be placed on our road during busy times of the day. Yesterday, an officer was parked in our driveway with a radar gun between the hours of 7:30 to 8:45 a.m. The officer did write one ticket to a person for traveling 57 mph. He did note that tickets are usually not written until drivers are going 10 miles over the posted limit, which is 45. He also said that most of the traffic was traveling at speed between 45 and low 50 mph.

Respectfully submitted,

[Signature]

Donald and Linda Haskell

Personal/Speed ltr 01
TAX BILL PROCESSING AGREEMENT

This agreement, made this ________________, by and between the COUNTY OF ALBANY, town of _____________________, a municipal corporation, hereinafter referred to as “The Client” and Applied Business Systems, Inc. (ABS), 26 Harvester Avenue, Batavia, New York 14020, hereinafter referred to as the “Contractor.” The Client’s representative will be the tax clerk for that specific municipality.

WITNESSETH:

WHEREAS, the Client is desirous of obtaining the services of the Contractor to perform tax bill laser printing and intelligent inserting into window envelopes; and

WHEREAS, the Contractor is willing, able and qualified to perform such services;

Now, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto mutually agree as follows:

1. The Contractor hereby agrees to perform laser printing and insertion of tax bills as described in the proposal attached.

2. The term of this agreement shall be from December 1, 2019 through November 30, 2020.

3. The Client hereby agrees to pay the Contractor a sum in full satisfaction of all compensation due the Contractor based on quantities sent for processing and per the pricing matrix below, plus postage, shipping and development. See table below:

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost/M</th>
<th>Unit Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax bill paper</td>
<td>$26.00/M</td>
<td>.026</td>
</tr>
<tr>
<td>Duplex imaging</td>
<td>$57.00/M</td>
<td>.114</td>
</tr>
<tr>
<td>#10 ABS34 window envelope</td>
<td>$33.00/M</td>
<td>.033</td>
</tr>
<tr>
<td>Inserting (Tax Bill)</td>
<td>$55.00/M</td>
<td>.055</td>
</tr>
<tr>
<td>PO Prep – or $10 minimum</td>
<td>$10.00/M</td>
<td>.010</td>
</tr>
<tr>
<td></td>
<td>Unit Price:</td>
<td>.238 each</td>
</tr>
</tbody>
</table>

These prices do not include postage, or processing charges of $15.00/M. Postal funds are not subject to credit terms, they must be made available before mail processing.
ADDITIONAL SERVICES (Optional)

TAX ROLLS

Tax rolls and associated cross reference reports (if applicable) can be uploaded and printed by ABS and returned to the county with or without associated 3 ring binders. Pricing is as follows:

- Tax roll imaging (duplex): $38.50/M
- 24# 3 hole drilled paper: $28.85/M
- 3 ring binders. Binders are blue vinyl without any internal or external pockets. Municipality name would be printed on pressure sensitive label and applied to binder. Prices for binders are:
  - ½” diameter: $3.05
  - 1” diameter: $3.50
  - 1-1/2” diameter: $3.75
  - 2” diameter: $5.10
  - 3” diameter: $10.75
  - 4” diameter: determined by volume

MULTI BILL PROCESSING

Multi bill processing will allow bills with the identical mailing address to be grouped together and inserted into one envelope for additional postage savings and efficiencies.

- Multi bill processing charge (based on finished pieces created): $30.00/M
- Larger envelope prices:
  - Generic 6x9-1/2 window envelope: $0.043 each
  - Generic 9x12 window envelope: $0.427 each

4. Payment by the Client for the sum(s) herein contracted for shall be made upon submission of properly executed claim vouchers, supported with such information and documentation necessary to substantiate the voucher, approved by the tax clerk of the municipality.

5. The Contractor covenants and agrees to maintain in full force and effect during the term of this Agreement, and any subsequent term, comprehensive insurance in form, term and content satisfactory to the annexed standards of the Albany County Municipality, which are incorporated herein and, to provide as evidence of such compliance, insurance certificate(s) which shall be annexed to and made part of this Agreement and shall name the Albany County Municipality as certificate holder and notice recipient and shall state that the insurance carrier shall endeavor to provide the Client with a minimum of ten (10) days advance notice for Category IV, and with a minimum of thirty (30) days advance notice for other categories, of any material change in, or cancellation or non-renewal of the herein noted insurance coverage. Said certificate(s) shall be annexed hereto prior to or at the time of execution of this Agreement by the Albany County Municipality, OR ALTERNATIVELY, the Client shall be protected against the activities of the Contractor by the insurance carrier of the Client under Category V of the insurance
standards established by the Client and there is annexed to this Agreement as evidence of compliance of the foregoing written statement from the Client’s insurance carrier and/or agent.

6. No work will be performed without the authorization of the Client’s representative.

7. The Contractor agrees to provide these services within four working days from proof approval from the Client by electronic means.

8. The Contractor shall not transfer, assign, convey, sublet or otherwise dispose of this contract or any rights, title or interest therein without the previous written consent of the Client, and any attempt to make any such transfer, assignment, conveyance or subletting shall be null and void.

9. Upon any termination of this Agreement, the Contractor agrees to immediately return to Client any and all prepaid but unearned funds actually received by the Contractor from Client.

10. The Contractor hereby releases the Client from and agrees that the Client shall not be liable for and agrees to defend, indemnify and hold the Client harmless from and against any and all loss, claim, cause of action, damages, liability (including, without limitation, strict or absolute liability in tort or imposed by statute), charge, cost or expense (including, without limitation, counsel fees) incurred in connection with or arising out of any loss or damages to property or injury to or death of any and all persons that may arise out of acts, or the failure to act of the Contractor in connection with the services provided pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first above written.

Albany County Municipality

By: ________________________________
   Town Representative

CONTRACTOR

By: ________________________________
   Connie M. DiSalvo, President
October 4, 2019

Town Board
Town of New Scotland

Dear Board Members,

I have reviewed, along with Stantec Consulting, the bid proposals for the Highway Garage Furnace Replacement that were opened and read aloud at Town Hall on October 4, 2019 at 10:00 am.
I recommend the bid be awarded to RMB Mechanical Inc. in the amount of $23,200.

Sincerely,
Ken Guyer
Town of New Scotland
Highway Superintendent
The following Town Officials were in attendance:

Highway Superintendent: Kenneth Guyer
Town Clerk: Diane Deschenes

1. **Call to order**
A bid opening for the installation of a new furnace for the Town of New Scotland Highway Garage was held at the New Scotland Town Hall, 2029 New Scotland Road, Slingerlands, NY at 10:00 AM. Proof of publication provided the following sealed bids were received and opened:

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>BIDDER</th>
<th>Base Bid Total</th>
<th>Lump Sum</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Colonie Mechanical Contractors, Inc.</td>
<td>$37,750</td>
<td>$23,200</td>
</tr>
<tr>
<td></td>
<td>RMB Mechanical Inc.</td>
<td>$34,784</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Eckert Mechanical, LLC.</td>
<td>$36,250</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Stants Capital Combustion</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Family Danz Mechanical</td>
<td></td>
<td>$28,000</td>
</tr>
</tbody>
</table>

2. **Adjourn**
The bid opening adjourned at 10:05 AM.

Diane R. Deschenes, Town Clerk
RESOLUTION NO. _____ OF 2019
Town of New Scotland, New York

RESOLUTION APPROVING AWARD OF CONTRACT
TO REPLACE FURNACE AT TOWN HIGHWAY GARAGE
[RMB MECHANICAL, INC.]

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 October 9, 2019 at 7:00 o'clock p.m.

WHEREAS, RMB Mechanical Inc. (“Contractor”) submitted a bid in the total lump sum of $23,200 for certain work referred to as the Furnace Replacement project at the Town Highway Garage (the “Project”); and

WHEREAS, three (3) bids were received, and the Contractor was the lowest bidder; and

NOW, THEREFORE, BE IT RESOLVED, that the Town hereby accepts and approves the Contractor’s bid in the sum of $23,200.00 for the Project, approves the form of the Agreement attached to the Agenda, and authorizes the Superintendent of Highways to sign the Agreement for the replacement and installation of a new oil furnace at the Highway Garage.

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 October __, 2019.
AGREEMENT

Furnace Replacement
At Highway Garage

This Agreement, made as of the 9th day of October, 2019, by and between,

THE TOWN OF NEW SCOTLAND, a municipal corporation duly organized under the laws of the State of New York with offices at 2029 New Scotland Road, Slingerlands, New York 12159 (the “Town”)

-and-

RMB Mechanical Inc., a New York corporation with an address of 1155 Princetown Road, Schenectady, New York 12306 (the “Contractor”).

Recitals:

WHEREAS, the Town wishes to engage the services of Contractor, subject to the mutual conditions and covenants contained herein, to replace and install an Oil Fired Hot Air Furnace at the Town Highway Garage, 2869 New Scotland Rd., Voorheesville, NY in the Town of New Scotland, Albany County, State of New York, and

WHEREAS, the Town has agreed to pay the Contractor for the Work.

NOW, THEREFORE, the parties agree that:

1. Work/Installation. In consideration of the sum of $ 23,200 (the “Contract Sum”), the Contractor shall furnish and install one new Oil Fired Hot Air Furnace, and furnish and install all necessary electric wiring and oil line duct work in accordance with the specifications set forth in Exhibit A.

2. Time for Completion. Contractor shall complete the Work no later than _________ __, 2020 (“Deadline”). Time is of the essence with respect to the Deadline.

3. Payment. When the Contractor has certified that the Work is complete, and the Highway Superintendent has inspected the Work and confirmed that the Work is complete, the Town of New Scotland shall pay the Contractor. The Contractor shall be paid in one lump sum upon final completion of the Work. Payment will be made on the second Thursday of the month following receipt of invoice.

4. Warranty. The Contractor hereby warrants to complete the work in a good and workmanlike manner and in accordance with the Specifications. When the Work is complete,
Contractor shall provide the Town with the manufacturer’s warranty of the equipment, and warrant the Work for a period of one year.

5. **Change Orders.** Any change order arising out of the Work must be signed by the Contractor and Town before any work specified in the change order commences. Because the Contractor has inspected the furnace specifications, and location of the Work, the Contractor does not anticipate any change orders will be necessary.

6. **Non-Discrimination.** The Contractor shall comply with all applicable laws, ordinances and regulations, including non-discrimination and labor laws. The Contractor and the Town agree that for the duration of this Agreement, they will not discriminate against any employee, applicant for employment, or person requesting services because of race, creed, color, national origin, disability, age, sex, marital status, sexual preference or source of payment.

7. **Employees.** The Contractor shall not employ any Town official or employee in connection herewith and shall adhere to the Town’s Code of Ethics.

8. **Inspections.** The Contractor has inspected the current Furnace and the garage.

9. **No-Assignment.** The Contractor shall not assign or transfer any interest herein without prior written Town approval.

10. **Prevailing Wage.** 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. The Contractor shall indemnify the Town for any fines and penalties arising out of the failure of the Contractor to pay prevailing wages for work performed on Town-owned infrastructure.

11. **Indemnity.** Contractor shall, at all times, indemnify and save harmless the Town from and against any and all claims and demands whatsoever, including costs, litigation expenses, counsel fees and liabilities in connection therewith arising out of injury to or death of any person whomsoever or damage to any property of any kind resulting or caused in whole or in part, directly or indirectly, by the acts or omissions of the Contractor, any person, employed by the Contractor, its contractors, subcontractors, materialmen, or any person directly or indirectly employed by them or any of them, while engaged in the Work. This clause shall not be construed to limit, or otherwise impair, other rights or obligations of indemnity which exist in law, or in equity, for the benefit of the Town.

12. **Mechanic’s Liens.** If any mechanics’ lien is filed against the Town related to or arising out of the Work or other actions by the Contractor, Contractor, after notice from the Town, shall release, discharge or satisfy the lien. Contractor shall commence such action by
bonding, deposit, payment or otherwise as will remove or satisfy such lien within five (5) days of receipt of notice of a lien. In the event Contractor does not remove or satisfy the lien within five (5) days, the Town shall have the right to do so at Contractor’s expense by posting a deposit, bond or undertaking. Contractor agrees to reimburse the Town for any and all expenses incurred by the Town in connection therewith five (5) days after receipt by Contractor of the Town’s invoice. These expenses shall include, but not be limited to, filing fees, legal fees and bond premiums. No payments shall be made to the Contractor while the lien is docketed against the Town.

13. **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, nonowned, 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 noncontributory 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. Such 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.

14. Worker’s Compensation Laws/Compliance. This Agreement shall be void and of no affect unless throughout the term of this Agreement Contractor, in compliance with the provisions of the Workers’ Compensation Law, shall secure compensation for the benefit of and keep insured during the life of this Agreement such employees as are required to be insured
according to law. Proof of such Workers’ Compensation Insurance coverage shall be provided to Town.

15. Contractor’s Certification. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this paragraph:

(A) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

(B) “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of the Town, (b) to establish bid or contract prices at artificial non-competitive levels, or (c) to deprive the Town of the benefits of free and open competition;

(C) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Town, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

(D) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.


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

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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this agreement on the day and year appearing opposite their respective signatures.

TOWN OF NEW SCOTLAND

Date: October __, 2019 

By: ________________________________
Ken Guyer
Highway Department Superintendent

CONTRACTOR:

RMB MECHANICAL, INC.

Date: October __, 2019 

By: ________________________________
Name:
Title:
Federal I.D. #_______________
October 8, 2019  
File: 195115149

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

Dear Supervisor LaGrange,

Reference: Olsen Self Storage  
Acceptance of Sewer Forcemain Infrastructure  
Town of New Scotland, Albany County, New York

This letter transmits our conditional recommendation to the Town Board for consideration in accepting the Sanitary Sewer conveyance system along NYS Route 85, extending the 2” HDPE DR11 forcemain approximately 220 linear feet within a 30’ wide utility easement within Tax Map Parcels 84.00-2-18.11 and 84.00-2-22 which is also being granted to the Town as part of this dedication.

The resolution describes the easement and sewer forcemain to be dedicated. The utility easement descriptions and other legal paperwork have been reviewed and forwarded to J. Michael Naughton, Town Attorney.

The following Planning Board conditions have yet to be completed and should be accounted for or monitored by the Town Building Inspector prior to issuance of a Certificate of Occupancy:

- **Planning Board Condition #1** – Written documentation to be provided indicating Stewarts Shops will authorize screening vegetation as shown on the submitted landscape plan for the self-storage facility to be planted on the Stewarts Shops’ property located in front of the parcel.

- **Planning Board Condition #2** – Spruce trees to be planted in accordance with landscape plan.

Stantec has observed the installation, the hydrostatic pressure testing, and recommends the Town consider accepting dedication of the Sewer facilities, contingent upon satisfaction of the following, each to be certified as complete by the Building Inspector prior to issuance of a Certificate of Occupancy:

1. Affidavit for meeting Planning Board Conditions
2. Utility easement filed with Albany County.
3. All associated checks to the Town as required for Dedication.
October 8, 2019
Douglas LaGrange, Supervisor
Page 2 of 2

Reference: Olsen Self Storage
Acceptance of Sewer Forcemain Infrastructure
Town of New Scotland, Albany County, New York

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

Regards,

STANTEC CONSULTING SERVICES INC.

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

Attachment: Asbuilt Drawings

c. J. Michael Naughton, Town Attorney
Ken Guyer, Highway Superintendent
Jeremy Cramer, Building Inspector
Diane Deschenes, Town Clerk
Jim Olsen, Developer
Thomas Brady, ACDOH
RESOLUTION NO. _____ OF 2019
Town of New Scotland, New York

RESOLUTION REGARDING DEDICATION OF CERTAIN SEWER FORCE MAIN INFRASTRUCTURE IMPROVEMENTS RELATING TO THE OLSEN SELF STORAGE FACILITY PROJECT

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 October 9, 2019 at 7:00 o’clock p.m.

WHEREAS, in connection with a real estate development known as a “Self Storage Facility” Project (the “Project”) located at 1942 and 1944 New Scotland Road in the Town of New Scotland, Albany County, State of New York, Developer was issued a Special Use Permit (Application #589) by the Planning Board of the Town of New Scotland pursuant to a Findings and Decision, dated July 11, 2017 (the “Permit” or “Approval”);

WHEREAS, Developer entered into a Development Agreement with the Town, and agreed to furnish and install certain infrastructure improvements that are conditions of the approval issued by the Planning Board;

WHEREAS, Developer installed a sewer force main and related improvements (collectively, the “Improvements”) as shown on the As-Built Sanitary Sewer Plan prepared by Advance Engineering & Surveying, PLLC, dated September 25, 2019 (the “Plan”) and stamped by Robert D. Davies, Jr., L.S.;

WHEREAS, the Developer wishes to dedicate the Improvements to the Town (including the Heldervale Sewer District) and grant the Town a Utility Easement granting the Town access to the easement area depicted on the plan (“Utility Easement Plan”) entitled “Proposed 30 Ft. Utility Easement,” dated September 16, 2019, prepared by Advance Engineering & Surveying, P.C., and stamped by Robert D. Davies, Jr., L.S;

WHEREAS, the Town has received the Developer’s Offer of Cession, and is desirous of owning the Improvements;

WHEREAS, the Improvements have been examined by the Town Designated Engineer (TDE), Stantec Consulting, and Stantec recommended acceptance of the dedication.

NOW, THEREFORE, it is hereby

RESOLVED, that the Town hereby accepts: (A) dedication of the sewer force main and related Improvements described in the Bill of Sale; and (B) the Utility Easement offered by the Developer; and it is further

RESOLVED, that no Certificate of Occupancy shall be issued for the Project until: (1) all sewer hook up fees have been paid; (2) the Code Enforcement Officer has determined that all conditions of the Special Use Permit have been satisfied, or the Developer has deposited a sum
sufficient to satisfy any conditions that have not been completed. (The amount of the deposit shall be determined by the Town Designated Engineer in consultation with the Code Enforcement Officer.); and (3) the Developer funds the escrow established in the Development Agreement in an amount sufficient to pay all costs associated with the preparation, review and filing of the dedication documents (including fees incurred by the Town Designated Engineer and Town Attorney).

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 October 9, 2019.
OFFER OF CESSION
[Olsen Self Storage Facility Project/Sewer Force Main Dedication and Offer to Grant 30' Wide Utility Easement]

THIS IRREVOCABLE OFFER OF CESSION made this ___ day of October, 2019, by James M. Olsen and Robin L. Olsen (collectively “Developer”), with offices located at 1942 New Scotland Road, P.O. Box 601, Slingerlands, New York 12159 to the TOWN OF NEW SCOTLAND, a Municipal Corporation, organized and existing by virtue of the laws of the State of New York, having its offices at 2029 New Scotland Road, Slingerlands, New York, 12159 (hereinafter referred to as the “Town” or “New Scotland”).

WITNESSETH:

WHEREAS, in connection with a real estate development known as a “Self Storage Facility” Project (the “Project”) located at 1942 and 1944 New Scotland Road in the Town of New Scotland, Albany County, State of New York, Developer was issued a Special Use Permit (Application #589) by the Planning Board of the Town of New Scotland pursuant to a Findings and Decision, dated July 11, 2017 (the “Permit” or “Approval”);

WHEREAS, Developer entered into a Development Agreement with the Town, and agreed to furnish and install certain infrastructure improvements that are conditions of the approval issued by the Planning Board;

WHEREAS, Developer installed a sewer force main and related improvements (collectively, the “Improvements”) as shown on the As-Built Sanitary Sewer Plan prepared by Advance Engineering & Surveying, PLLC, dated September 25, 2019 (the “Plan”) and stamped by Robert D. Davies, Jr., L.S., which Plan is annexed as Exhibit A;

WHEREAS, the Developer wishes to dedicate the Improvements to the Town (including the Heldervale Sewer District) and grant the Town a Utility Easement in the form annexed as Exhibit B, granting the Town access to the easement area depicted on the plan (“Utility Easement Plan”) annexed hereto as Exhibit C, which plan is entitled “Proposed 30 Ft. Utility Easement,” dated September 16, 2019, prepared by Advance Engineering & Surveying, P.C., and stamped by Robert D. Davies, Jr. L.S;

WHEREAS, Developer is the owner of the lands described in Exhibits B and C, which are adjacent to the right of way of NYS Route 85, New Scotland Road;

NOW, THEREFORE, Developer hereby irrevocably offers to grant, cede and convey to New Scotland: (A) a Utility Easement in the form annexed hereto as Exhibit B; and (B) certain “Improvements” described in a Bill of Sale executed on the same date as this Offer of Cession.

This irrevocable offer of cession shall continue indefinitely and may be accepted by the Town of New Scotland at any time, it being the intent that this offer will be accepted at the Town Board’s discretion. It is expressly understood that the receipt of this offer of cession by the Town of New Scotland, and/or the recording hereof, does not constitute any actual acceptance of the offer herein contained.
IN WITNESS WHEREOF, Developer has executed this irrevocable offer of cession as of the day and year first above written.

DEVELOPER:

By:
James M. Olsen

By:
Robin L. Olsen

STATE OF NEW YORK : SS:
COUNTY OF ALBANY :

On the 8 day of October, 2019 before me, the undersigned, James M. Olsen and Robin L. Olsen, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose name is subscribed to the within Instrument and they acknowledged to me that they executed the same in their capacity, and that by their signatures on the Instrument, the individuals or persons upon behalf of which the individuals acted, executed the Instrument.

Notary Public
Commission Expires: 7/6/28

DIANE R. DESCHENES
NOTARY PUBLIC, STATE OF NEW YORK
NO: 01068027483
QUALIFIED IN ALBANY COUNTY
COMMISSION EXPIRES JULY 6, 2023
EXHIBIT A
EXHIBIT B
UTILITY EASEMENT

This Indenture, made the 27th day of September, 2019 between

JAMES OLSEN and ROBIN L. OLSEN, having a mailing address of P.O. Box 601, Slingerlands, New York 12159, hereinafter referred to as Grantor,

and

TOWN OF NEW SCOTLAND, a New York municipal corporation with offices located at 2029 New Scotland Road, Slingerlands, New York 12159, hereinafter referred to as Grantee,

WITNESSETH, that the Grantor, in consideration of One ($1.00) Dollar and other good and valuable consideration paid by Grantee, does hereby create, grant and release unto Grantee, its successors and assigns (including, without limitation, all departments, authorities and other municipal subdivisions thereof) forever, an all purpose easement for ingress, egress, installation, replacement, repair, maintenance and/or inspection of all sidewalks, utility and service lines and systems, including, but not limited to water, storm sewer and sanitary sewer mains, pipes, structures and other equipment, and all areas utilized in connection with storm water drainage and/or retention, upon, across, over, through and under. Together with the right of ingress and egress for said purpose. In addition to the above purpose, this easement also restricts grading and filling in the area occupied by this easement.

All those pieces or parcels of land more particularly described in Schedule A annexed hereto and made a part thereof.

Together with the appurtenances and all the estate and rights of the Grantor in and to said premises.

Second, that Grantor will forever warrant the title to said premises.

Third, that, in compliance with Sec. 13 of the Lien Law, the Grantor will receive the consideration for this conveyance and will hold the right to receive such
consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF, the Grantor has duly executed this instrument the day and year first above written.

[Signature]
James Olsen

[Signature]
Robin L. Olsen

STATE OF NEW YORK:
COUNTY OF ALBANY: ss:

On the 27 day of September, 2019, before me the undersigned, personally appeared James Olsen and Robin L. Olsen personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signatures on the instrument, the individuals, or the person upon behalf of which the individuals acted, executed the instrument.

[Signature]
Notary Public – State of New York

ANTHONY V. CARDONA, JR.
Notary Public, State of New York
No. 02CAG000245
Qualified in Albany County
Commission Expires May 24, 2023
Schedule “A”

PROPOSED 30 FT. UTILITY EASEMENT TO THE TOWN OF NEW SCOTLAND TOWN OF NEW SCOTLAND, COUNTY OF ALBANY, NY

All that piece or parcel of land situate, lying and being located along the southerly road boundary of New Scotland Road in the Town of New Scotland, County of Albany and State of New York, being shown on a map titled "OVERALL SITE PLAN LOCATED AT STREET NO. 1942 NEW SOTLAND ROAD, TOWN OF NEW SCOTLAND, COUNTY OF ALBANY, STATE OF NEW YORK", DATED FEBRUARY 21, 2017, LAST REVISED JULY 2, 2018, AS PREPARED BY ADVANCE ENGINEERING & SURVEYING PLLC., and being more particularly bounded and described as follows:

Beginning at a point in the southerly road boundary of New Scotland Road (N.Y.S. Route 85) at its intersection with the division line between lands now or formerly of Neale Dunston and Joseph Keiser, Jr., as described in Liber 2832 of deeds at page 1158 on the west and lands now or formerly of James Olsen and Robin L. Olsen as described in Instrument No.’s R2017-9771 and R2016-23935 on the east; thence from said point of beginning along said southerly road boundary the following two (2) courses and distances:

1) South 79°-43’-17” East, 132.33 feet to a point; thence
2) South 80°-31’-03” East, 84.00 feet to a point at its intersection with the division line between other lands now or formerly of James Olsen and Robin L. Olsen as described in Liber 3069 of deeds at page 1045 on the west and lands now or formerly of Galt’s Gulch LLC as described in Instrument No. R2016-27798 on the east; thence along said division line South 07°-44’-35” West, 30.01 feet to a point therein; thence through the aforementioned lands of Olsen the following two (2) courses and distances:

1) North 80°-31’-03” West, 85.12 feet to a point; thence
2) North 79°-43’-17” West, 129.24 feet to a point in the aforementioned division line between lands of Olsen and lands of Dunston; thence along said division line North 04°-00’-43” East, 30.18 feet to the point and place of beginning and containing 6,460 square feet of land, more or less.

Subject to all rights, easements, covenants and restrictions of record.

Subject to any state of facts an up to date Abstract of Title would disclose.
EXHIBIT C
BILL OF SALE

[For Sewer Force Main for Olsen
Self Storage Project/Heldervale Sewer District]

This Bill of Sale is made and entered into as of this ___ day of October, 2019 by James M. Olsen and Robin L. Olsen (collectively “Developer”), with offices located at 1942 New Scotland Road, P.O. Box 601, Slingerlands, New York 12159 and the Town of New Scotland with an address at 2029 New Scotland Road, Slingerlands, New York (the “Town”).

WHEREAS, in connection with a real estate development known as a “Self Storage Facility” Project (the “Project”) located at 1942 and 1944 New Scotland Road in the Town of New Scotland, Albany County, State of New York, Developer was issued a Special Use Permit (Application #589) by the Planning Board of the Town of New Scotland pursuant to a Findings and Decision, dated July 11, 2017 (the “Permit” or “Approval”);

WHEREAS, Developer entered into a Development Agreement with the Town, and agreed to furnish and install certain infrastructure improvements that are conditions of the approval issued by the Planning Board;

WHEREAS, Developer installed a sewer force main and related conduits, pipes, fittings, couplings, valves, hardware, manholes and meters described in Exhibit A (collectively, the “Improvements”) in the location shown on the As-Built Sanitary Sewer Plan prepared by Advance Engineering & Surveying, PLLC, dated September 25, 2019 (the “Plan”) and stamped by Robert D. Davies, Jr., L.S., which Plan is annexed as Exhibit B;

WHEREAS, the Improvements have been installed, tested and approved in accordance with the plans and specifications; and

WHEREAS, the Developer is desirous of relinquishing all right, title and interest in the Improvements and providing title to the Improvements to the Town.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Developer hereby agrees as follows:

1. SALE OF PERSONAL PROPERTY. Developer hereby conveys, sells, transfers and delivers to the Town, and its successors and assigns, all of Developer’s right, title, claim and interest in, to the Improvements (except for any service lateral lines), for TEN AND 00/100 DOLLARS ($10.00.) the receipt of which is hereby acknowledged. This Bill of Sale includes: (A) all Improvements related to the sewer force main shown on the As-Built Plan and (B) the fittings, equipment and valves described in the shop drawing submittal annexed as Exhibit A.
2. **WARRANTY.** The Developer shall honor the two (2) year warranty with respect to the Improvements, in accordance with the Warranty delivered with this Bill of Sale. Developer hereby assigns all manufacturer’s warranties associated with the pipes, valves and equipment.

3. **BINDING EFFECT.** This Bill of Sale shall be binding upon, and inure to the benefit of, the Developer and the Town and their respective successors and assigns.

4. **GOVERNING LAW.** This Bill of Sale will be governed by and construed and enforced in accordance with the laws of the State of New York.

   THIS BILL OF SALE has been executed by the Developer on the date first written above.

   [Signature]

   **DEVELOPER:**

   By: [Signature]

   James M. Olsen

   By: [Signature]

   Robin L. Olsen
EXHIBIT A
Advance Engineering & Surveying, PLLC
Consulting in: Civil & Environmental Engineering • Land Surveying • Land Development
11 Herbert Drive
Latham, N.Y. 12110
Nicholas Costa, PE &
Robert D. Davis, Jr., LS

Shop Drawing Review

for

1942 New Scotland Road

Developer
James M. Olsen
1900 New Scotian Road
Slingerlands, NY 12180

Supplied by
Core & Main

Misc. Items Submitted:
Joint Coupling-SCH40 & SCH80 or DR11 HDPE Pipe both Ends, The Ford Motor
Box Co., Inc.
Joint Coupling-Male Iron Pipe Thread by Pack Joint for PVC Pipe, The Ford Motor
Box Co., Inc.
Stainless Steel Inserts- Stainless Steel Inserts for Polyethylene Pipe (PEP) or
Tubing (PET), The Ford Motor Box Co., Inc.
Ball Valve Curb Stop-Female Iron Pipe Thread Inlet by Female Iron Pipe Thread
Outlet, The Ford Motor Box Co., Inc.
HDPE Pipe Fittings Specifications – Integri Fuse
Underground Tracer Wire – Green Color
PE 4710 IPS-Iron Pipe Size HDPE – Charter Plastics
PE 4710 IPS-Sewer Pipe Data – Charter Plastics
Curb Box Arch, 1-inch Dia., 50-Inch with Sigma/Water Two Hole Lid – Sigma
Curb Box Rod with Cotter Pin – Sigma

Comments:

SHOP DRAWING / SUBMITTAL REVIEW

☐ NO EXCEPTIONS MAKES CHANGES NOTED
☐ REVISE AND RESUBMIT ☐ REJECTED

SUBMITTAL WAS REVIEWED FOR: SIGN CONFORMITY AND GENERAL CONFORMANCE
TO CONTRACT DOCUMENTS ON - THE CONTRACTOR IS RESPONSIBLE FOR CONFIRMING
CORRELATIONS EMERGING AT JOB SITE FOR DRAWINGS, CHANGES, QUANTITIES,
FABRICATION PROCESS & ANY TECHNIQUES OF CONSTRUCTION. COORDINATION OF HIS
WORK WITH OTHER TRADES AND FULL COMPLIANCE WITH THE CONTRACT DOCUMENTS.

By ________________ Date 8-14-19
SUBMITTAL INFORMATION

Pack Joint Coupling - (C77-xx-NL style)

PACK JOINT FOR SCHEDULE 40 AND SCHEDULE 80 PVC OR DR-11 HDPE PIPE BOTH ENDS

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Note: Ford Pack Joints for PVC are only recommended for Schedule 40 and Schedule 80 PVC pipe, or DR-11 HDPE pipe with appropriate insert stiffener.

FEATURES

- All brass that comes in contact with potable water conforms to AWWA Standard C800 (ASTM B684, UNS C93833)
- The product has the letters "NL" cast into the main body for lead-free identification
- Certified to NSF/ANSI Standard 61 and NSF/ANSI Standard 372 where applicable
- Brass components that do not come in contact with potable water conform to AWWA Standard C800 (ASTM B62 and ASTM B684, UNS C83600, B5-5-5-5)
- Sleeve design provides larger, more rugged wrench flats for proper installation

The Ford Meter Box Company considers the information in this submittal form to be correct at the time of publication. Item and option availability, including specifications, are subject to change without notice. Please verify that your product information is current.

The Ford Meter Box Company, Inc.  Submitted By:
P.O. Box 443, Muncie, Indiana U.S.A. 46065-0443  .10/17/16
Phone: 260-562-3471  Fax: 800-826-3487
Overscans Fax: 260-562-30167
www.fordmeterbox.com
**SUBMITTAL INFORMATION**

Pack Joint Coupling - *(C87-xx-NL style)*

**MALE IRON PIPE THREAD BY PACK JOINT FOR PVC PIPE**

![Diagram of Pack Joint Coupling]

**FEATURES**

- All brass that comes in contact with potable water conforms to AWWA Standard C800 (ASTM B564, UNS C89833).
- The product has the letters "NL" cast into the main body for lead-free identification.
- Certified to NSF/ANSI Standard 61 and NSF/ANSI Standard 372 where applicable.
- Brass components that do not come in contact with potable water conform to AWWA Standard C800 (ASTM B62 and ASTM B564, UNS C89600, 85-5-5-5).
- Body design provides hexagonal wrench flats for proper installation.

---

**Ford Meter Box Company, Inc.**

Submitted By: [Signature]

03/14/16
IntegriFuse™

HDPE Fittings Specifications

IntegriFuse fittings are manufactured from 0% recycled materials with black high density bimodal polyethylene copolymer designed for use in, but not limited to, potable water, natural gas, industrial, landfill, oil & gas, and mining applications.

Fittings meet AWWA and ASTM-D2513 & ASTM-D3261 requirements. IntegriFuse fittings are manufactured with resin having a material designation code of PE 3408, PE3608, PE 4710, and PE 100.

<table>
<thead>
<tr>
<th>Physical Property</th>
<th>Metric</th>
<th>English</th>
<th>Condition</th>
<th>Comments</th>
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</thead>
<tbody>
<tr>
<td>Density</td>
<td>0.959 g/cm³</td>
<td>0.0346 lb/in</td>
<td>Black: ASTM D4883</td>
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<td>Environmental Stress Crack Resistance</td>
<td>10000 hour</td>
<td>10000 hour</td>
<td>Condition: ASTM D1693</td>
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<td>Carbon Black Loading</td>
<td>2.30%</td>
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<td>ASTM D1603</td>
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<td>PENT</td>
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<td>&gt;= 10000 hour</td>
<td>Notched Tensile; ASTM F1473</td>
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<td>Hardness, Shore D70</td>
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<td>1250</td>
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<td>Tensile Strength at Break</td>
<td>37.9 MPa</td>
<td>5500 PSI</td>
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<td>Tensile Strength Elongation at Break</td>
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<td>&gt;= 600%</td>
<td>2 In/min; ASTM D638</td>
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<td>Tensile Strength Modulus</td>
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<td>720,000 PSI</td>
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<td>Izod Impact, Notched</td>
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<td>1600 PSI</td>
<td>Room Temp; ASTM D2837</td>
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<td>ASTM D1525</td>
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<td>Decomposition Temperature</td>
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<td>&gt;= 428 °F</td>
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<td>Cell Classification</td>
<td>445574C</td>
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<td>ASTM D3350</td>
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# Stainless Steel Inserts - *(Insert-xx style)*

**STAINLESS STEEL INSERTS FOR POLYETHYLENE PIPE (PEP) OR TUBING (PET)**

![Diagram of stainless steel insert](image)

### 70 Series For Polyethylene Pipe (PEP)

<table>
<thead>
<tr>
<th>Catalog Number</th>
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<th>PEP ID</th>
<th>Length</th>
<th>Submitted Item(s)</th>
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<tr>
<td>INSERT-71</td>
<td>3/4&quot;</td>
<td>0.824</td>
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<tr>
<td><strong>INSERT-63-72</strong></td>
<td>1&quot;</td>
<td>1.040</td>
<td>2-5/16&quot;</td>
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<tr>
<td><strong>INSERT-63-72-Q</strong></td>
<td>1&quot;</td>
<td>1.046</td>
<td>1-31/32&quot;</td>
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<tr>
<td>INSERT-73</td>
<td>1-1/4&quot;</td>
<td>1.380</td>
<td>2-5/16&quot;</td>
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<td>INSERT-74</td>
<td>1-1/2&quot;</td>
<td>1.610</td>
<td>2-59/64&quot;</td>
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<td>INSERT-76</td>
<td>2&quot;</td>
<td>2.057</td>
<td>2-15/16&quot;</td>
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### 60 Series For Polyethylene Tubing (PET)

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<td>INSERT-61</td>
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<td>0.891</td>
<td>1-35/64&quot;</td>
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<td>INSERT-62</td>
<td>1&quot;</td>
<td>0.875</td>
<td>1-43/64&quot;</td>
<td></td>
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<tr>
<td><strong>INSERT-63-72</strong></td>
<td>1-1/4&quot;</td>
<td>1.096</td>
<td>2-5/16&quot;</td>
<td></td>
</tr>
<tr>
<td><strong>INSERT-63-72-Q</strong></td>
<td>1-1/4&quot;</td>
<td>1.098</td>
<td>1-31/32&quot;</td>
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<tr>
<td>INSERT-64</td>
<td>1-1/2&quot;</td>
<td>1.293</td>
<td>2-15/16&quot;</td>
<td></td>
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<tr>
<td>INSERT-65</td>
<td>2&quot;</td>
<td>1.853</td>
<td>2-15/16&quot;</td>
<td></td>
</tr>
<tr>
<td><strong>INSERT-64-Q</strong></td>
<td>1-1/2&quot;</td>
<td>1.293</td>
<td>2-7/16&quot;</td>
<td></td>
</tr>
<tr>
<td><strong>INSERT-65-Q</strong></td>
<td>2&quot;</td>
<td>1.853</td>
<td>2-7/16&quot;</td>
<td></td>
</tr>
</tbody>
</table>

*Weights for Insert stiffeners are for standard package quantities.

**Insert-63 and 72 fit both 1-1/4" plastic tubing (1.098 I.D.) and 1" plastic pipe (1.046 I.D.).

These inserts are specifically designed and required for Quick Joint fittings. They are not interchangeable with other Compression Fittings.

### FEATURES

- Insert stiffeners conform to the AWWA Standard C901 for Polyethylene (PE) Pressure Pipe and Tubing
- Insert stiffeners are solid 304 tubular stainless steel (ASTM 240-92B)
- Dimpled and flanged to retain placement within the service line
- Key lock construction with a minimum of two key locks to maintain solid structural integrity
- Manufactured in the United States of America

**Note:** Consult pipe or tubing manufacturer for specific installation requirements. Ford recommends using insert stiffeners when using plastic pipe or tubing.

The Ford Meter Box Company considers the information in this submittal form to be correct at the time of publication. Item and option availability, including specifications, are subject to change without notice. Please verify that your product information is current.

**Submitted By:**

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Overseas Fax: 260-583-0167
http://www.fordmeterbox.com

10/30/12
Tracer Wire | Electrical Underground Wire Tracer - Performance Wire

PERFORMANCE

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Tracer Wire Spec Sheet

Quick Quote

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Email
Your Question Here...

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Benefits of Tracer Wire Vs. THHN:

These two wires are NOT Interchangeable! Tracer wire, when used as an underground locating wire, possesses many favorable characteristics that THHN wire does not. Tracer wire is much more resistant to fluids, harsh chemicals, corrosion and more than its PVC insulation. As a result, tracer wire lasts much longer than THHN wire, and can prevent potentially dangerous accidents from occurring.

Construction and Specifications:

- The conductor is a solid or stranded copper per spec ASTM B-1, B-3, or B-8.
- Insulation is yellow, high molecular weight polyethylene (HMWPE) ASTM D-1249
- Operating temperature is 70 degrees Celsius dry and wet
- Voltage is 20 x 20 M = 200 - 250 volts (40 M = 500 volts)
- 500', 1000', 2500' reel standard, longer lengths available upon request

This specification describes a single conductor tracer wire. It is intended to carry a radio signal to aid in the location of buried plastic pipes. The electrical wire tracer may be identified by surface printing, indicating manufacturer and/or conductor size. Custom legends are available.

<table>
<thead>
<tr>
<th>Conductor</th>
<th>Nominal (ft.)</th>
<th>Standard Lengths</th>
<th>Product Wgt. (lbs/1000)</th>
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<td>AWG Strands Insulation O.D.</td>
<td>Put Up</td>
<td>Ship Pkg.</td>
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<tr>
<td>14 solid</td>
<td>0.020</td>
<td>0.104 500 ft. 2000 ft.</td>
<td>16.3</td>
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<td>14 solid</td>
<td>0.030</td>
<td>0.134 500 ft. 2000 ft.</td>
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<td>14 solid</td>
<td>0.045</td>
<td>0.194 500 ft. 2000 ft.</td>
<td>20.0</td>
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<td>12 solid</td>
<td>0.020</td>
<td>0.121 500 ft. 2000 ft.</td>
<td>22.7</td>
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</table>

https://www.performancewire.com/product/tracer-wire/

9/6/2019
### Tracer Wire Resources

**Different Types of Tracer Wire** – This article will help you decide which type of tracer wire is perfect for your next job.

**Tracer Wire Vs. Thin Wire** – Learn the differences between these two wires.

**Benefits of Tracer Wire** – Why use tracer wire? Find out here!

For more information, or to request a quote, contact us today.

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
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<tbody>
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<td>0.192 500 ft. 2000 ft. 43.0</td>
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<td>0.199 500 ft. 2000 ft. 56.0</td>
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<td>0.046</td>
<td>0.229 500 ft. 2000 ft. 60.0</td>
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</table>

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Halar/PEX Cathodic Protection Cable  
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**Performance Wire & Cable**  
9492 State Route 13, PO Box 125  
Camden, New York 13316  
sales@performancecable.com  
(315) 268-2844

---

[Link to website](https://www.performancewire.com/product/tracer-wire/)

9/6/2019
<table>
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<tr>
<th>Size (O.&quot;&quot;)</th>
<th>Pipe</th>
<th>PC To 100</th>
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</tbody>
</table>

Municipal & Industrial Pipe (Water, Sewer, Recirculated Water)

Charter Plastics
PE 4710 IPS – SEWER PIPE
Iron Pipe Size HDPE
Black with three evenly spaced green stripes
Made from PE 4710 Resin

Designed for Sanitary Sewer and Forced Main

SPECIFICATIONS:
PE 4710 Resin formulation listed in PPI TR4
1600 psi Hydrostatic Design Basis
1000 psi Hydrostatic Design Stress

\( \frac{1}{2} \)" – 3" pipe: ASTM D3350 and ANSI/AWWA C901 tubing utilizes a .63 design factor.

4" – 24" pipe: ASTM F714 pipe utilizes a design factor of .63.
ANSI/AWWA C906 pipe utilizes a .5 design factor. (Work is underway to update the standard).

Call Classification per ASTM D3350 = 445576-C and 445576-G
Charter Sewer Pipe is made from NSF Listed Resins

Pressure Ratings:
If temperatures exceed 80°F, consult Charter Plastics for a working pressure de-rating.

Joining:
Charter Plastics IPS pipe is based on outside diameter. Heat fusion is the preferred method for joining this pipe. All personnel conducting heat fusion should be experienced and follow guidelines published by the pipe manufacturer or by PPI in TR 33. IPS may also be joined with OD Mechanical Fittings designed for pipe made to ASTM F714 Standards. A stiffener should be inserted when using OD Compression type fittings on pipe ≤ 2".
Never use any lubricant on the pipe. Do not expose the pipe to direct flame.

Installing:
All Charter IPS pipe can be direct buried and can be installed with a vibrating plow, pulled or horizontally directionally drilled. Buried pipe must be supported by proper embedment material like sand or gravel. Refer to PPI’s “Handbook of Polyethylene Pipe” and follow local, state or federal guidelines.
This pipe is not designed for in-house use or for hot water applications.

Safe Handling:
To safely handle and store polyethylene pipe, refer to PPI’s “Material Handling Guide”.

Disinfection:
New water mains and service lines should be disinfected according to AWWA C651. The disinfection should take place after the initial flushing and pressure testing. Prolonged exposure or concentrated levels of disinfection chemicals may cause damage to the inside diameter of the pipe. The disinfection chemicals should never contain more than 12% active chlorine. Charter recommends the test duration not exceed 24 hours and that upon completion, the system be thoroughly flushed with fresh water.

Testing:
All pipe should be hydrostatically tested after installation. Pneumatic testing is not recommended.
Ball Valve Curb Stop - (B11-xxx-NL style)

Female Iron Pipe Thread Inlet by Female Iron Pipe Thread Outlet

Solid one piece tee-head and stem.

Sturdy slots allow 90° rotation and are enclosed and protected.

Dual EPDM O-rings in the stem.

A snap ring locks the stem into the body of the valve.

Molded EPDM rubber seats with reinforcing ring support the ball.

Female Iron Pipe Thread

Optional Padlock Wing for locking valve in closed position

---

**FEATURES**

- All brass that comes in contact with potable water conforms to AWWA Standard C800 (ASTM B564, UNS C99933)
- The product has the letters "NL" cast into the main body for lead-free identification
- Certified to NSF/ANSI Standard 61 and NSF/ANSI Standard 372 where applicable
- Brass components that do not come in contact with potable water conform to AWWA Standard C800 (ASTM B62 and ASTM B564, UNS C93600, BS-5-6-5)
- Valve is non-directional and is watertight with flow in either direction
- Ends are integral or secured with adhesive to prevent unintentional disassembly
- Hole for attaching curb box rod or handle is provided in tee-head
- 300 PSI working pressure
- Optional Padlock Wing for locking valve in closed position. Add "W" to part number. Example: B11-444W-NL
- Optional full 360° tee-head rotation. Add "R" to part number. Example: B11-444R-NL

---

The Ford Meter Box Company considers the information in this submittal form to be correct at the time of publication. Item and option availability, including specifications, are subject to change without notice. Please verify that your product information is correct.

The Ford Meter Box Company, Inc.
PO Box 443, Wabash, Indiana USA, 46992-0443
Phone: 260-583-3171 / Fax: 260-583-3467
Overseas Fax: 260-563-0167
www.fordmeterbox.com

Submitted By: 07/12/17
Note:
1. All the dimensions are in inches units.
2. Material: C.I./M.S./S.S.
4. Tolerance should be ±0.0625", unless otherwise specified.

C. I. CURB ARCH
CB-R-17 TO CB-R-72

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**Notes:**
1. All the dimensions are in Inches.
3. Tolerance should be ±0.0625", unless otherwise specified.
WARRANTY

[Olsen Self Storage Facility Project
Dedication of Sewer System Infrastructure]

WHEREAS, James M. Olsen and Robin L. Olsen (collectively, the “Developer”), the developers of the Self Storage Facility Project (the “Project”) located at 1942 and 1944 New Scotland Road in the Town of New Scotland, Albany County, New York, furnished and installed a sewer force main and related equipment listed on the Shop Drawing submittal annexed hereto as Exhibit A (collectively, the “Improvements”) in the location shown on the As-Built Plan annexed hereto as Exhibit B, and has offered to dedicate the Improvements to the Town of New Scotland (the “Town”); and

WHEREAS, to induce the Town to accept the Improvements for the Project, the Developer has agreed to warranty the Improvements.

NOW, THEREFORE, the undersigned Developers, and their successors and assigns, hereby irrevocably warrant to the Town of New Scotland (the “Town”) and the Heldervale Sewer District, and agrees as follows:

1) For a period of two (2) years after the Town accepts dedication of the Improvements (the “Warranty Period”), the Developer shall promptly repair or replace any defective equipment, materials or workmanship with respect to all aspects of the Improvements.

2) During the Warranty Period, Developer shall pay all costs, claims, losses and damages (including but not limited to attorney’s and engineer’s fees) arising out of or related to the correction of any defective work, materials or facilities associates with the Improvements.

3) In the event that Developer does not promptly repair, replace and/or correct defective work, materials or equipment that is part of the sewer Improvements, as required by this Warranty, the Water District (and/or the Town) shall have the right to repair, replace and/or correct the defective work, materials or equipment and all costs, claims, losses and damages (including, but not limited to attorney’s and engineer’s fees) arising out of or related to the correction of any defective work, materials or equipment shall be paid by the Developer.

Dated: October __, 2019

DEVELOPER:

By: [Signature]

James M. Olsen

By: [Signature]

Robin L. Olsen
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Sub-Total: $52.50
Sub-Total: $30.00
Sub-Total: $50.00
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Sub-Total: $1,900.00
Sub-Total: $219.86
Sub-Total: $154.90
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Sub-Total: $620.00
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Sub-Total: $15,456.60

Sub-Total: $15,456.60

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

Total State, County & Local Revenues: $116,241.45

Total Local Shares Remitted: $113,413.46

Total Non-Local Revenues: $2,827.99

To the Supervisor:

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

[Signature]
Supervisor
Date 10-2-2019

[Signature]
Town Clerk
Date 10-11-19
TO THE SUPERVISOR OF THE TOWN OF NEW SCOTLAND, N. Y.

Pursuant to Section 27, Subd. I of the Town Law, I hereby make the following statement of all Fees and Moneys received by me during the month of September 2017 in connection with my office, excepting only such Fees and Moneys the application and payment of which are otherwise provided for by law.

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<th>DATE</th>
<th>PAID BY</th>
<th>NATURE OF PAYMENT</th>
<th>AMOUNT</th>
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STATE OF NEW YORK

COUNTY OF: Albany

TOWN OF: New Scotland

Patricia Barker, Register

being duly sworn, says that she is the

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 October 2019.

Town Clerk

RECEIPT OF SUPERVISOR

Total amount Fees Remitted to the Supervisor $140.00

RECEIVED PAYMENT

Dated: 10-2-2019

Supervisor
September 6, 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 August 2019:

Started Cases – 84 (both judges)
Closed Cases - 48

Money collected - $5,680.00

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
Town Justice
September 6, 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 August 2019:

- Started Cases – 84 (Both Judges)
- Closed Cases - 45

Money collected - $6,540.00

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

Sincerely,

David J. Wukitsch
Town Justice

2 - Fire safety inspections or follow-ups
8 - Site visits
46 - Construction inspections
8 - Plan reviews
0 - Fire calls or follow-up
14 - Vacant houses being monitored (plus one)
3 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 in court)

1241 Delaware tpk. - Renewed complaint concerning septic issues. This property has been cited 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 waiting for follow up with ACHD – no out flow was observed during impromptu follow up inspections. Case is still open with Albany County Health.

2987 New Scotland rd. – Noise complaint four wheelers and dirt bikes running at all hours. Contacted landlord and tenant were asked to be thoughtful and to cut back on the noise. Monitoring site and it appears to have calmed down. The complainant called to thank the department for addressing the issue and stated that the activity had stopped.

1779 Delaware trp. - Construction without a permit – owner contacted and awaiting a permit application. Working with owner on the permit and some structural issues.

Roasters – Two complaint about noisy chickens on undersize lots, one at 1566 Delaware (owner contacted and roasters were rehomed) the other at 91 McGarr (owner to receive warning letter)
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
### Pay the Bills
**October 9, 2019**

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