Public Education Session 6:30pm - Community Choice Aggregation

TOWN OF NEW SCOTLAND
TOWN BOARD MEETING
November 13, 2019 - 7:00 PM
AGENDA

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:  
   Ms. Deschenes
   - Oct 2, 2019  Special Town Board Meeting
   - Oct 4, 2019  Bid Opening
   - Oct 7, 2019  Budget Workshop
   - Oct 9, 2019  Public Hearing
   - Oct 9, 2019  Regular Town Board Meeting
   - Oct 15, 2019  Budget Workshop

5. Resolution adopting the Preliminary 2020 Budget as the Final 2020 Budget  
   Mr. LaGrange

   Mr. Leinung
   Attachment #1

7. Resolution approving the Relevy of the 2019 unpaid water & sewer charges, as presented by the Town Clerk, to the 2020 tax roll  
   Ms. Deschenes
   Attachment #2

8. Discussion/Action re: Public Hearing Proposed Local Law E of 2019 re: Creation of Community Choice Aggregation Program  
   Mr. Greenberg
   Attachment #3

9. Highway/Parks:  
   Mr. Guyer
   Attachment #4
   - Discussion re: Brush Chipper purchase
   - Stantec Engineering- recommendation re: payment application #1 , Prime Highway Contractors, Krumkill Rd. Corrective Maintenance FHWA Project

10. Swift Rd. Water Booster Station Capital Project:  
    Mr. LaGrange
    Attachment #5
    Attachment #5a
    - Stantec Supplemental Task Order request Swift Rd. Booster Station
    - Resolution to Amend Capital Project HSR (Swift Road Water District)

11. Standard Workday & Reporting Resolution For Elected & Appointed Officials  
    Mr. LaGrange
    Attachment #6
12. Authorize Supervisor to accept proposals from Teal, Becker & Chiaramonte for audit of:
   1. 2018 financial statements of the Onesquethaw Fire Protection District LOSAP
   2. 2018 financial statements of the New Salem Fire Protection District LOSAP

13. Discussion/Action re: request to temporarily increase Clerk to the Justices Elizabeth Vadney’s hours from 27.5 hours per week up to 40 hours per week until December 31, 2019

14. Liaison Reports:

15. Departmental Monthly Reports:
   • Town Clerk, Oct 2019
   • Registrar, Oct 2019
   • Justice Johnson, Sept 2019
   • Justice Wukitsch, Sept 2019
   • Building Dept., 2019
   • Code Enforcement, 2019

16. Pay the Bills

17. Approve any Budget Modifications

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

19. Adjourn
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. Canal
ix. Carousel
x. Corncrib
xi. Dam
xii. Earthwork
xiii. Fence
xiv. Gazebo
xv. Grain elevator
xvi. Highway
xvii. Irrigation system
xviii. Kiln
xix. Lighthouse
xx. Railroad grade
xxi. Silo
xxii. Trolley car
xxiii. Tunnel
xxiv. 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. Trail
xiv. 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

VILLAGE BOARD – The Village Board of Trustees of Voorheesville
GOVERNING BOARDS – The Town Board of the Town of New Scotland and the Village Board of Trustees of the 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) After consultation with the owner or owners of structures and sites under consideration for the Register, 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, maintenance, additions to, or alterations 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 100 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 100 years old (at the time of the application for a building permit), 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.
Date: October 28, 2019

To: Supervisor LaGrange, Town Board Members and Assessor McGuire

From: Diane Deschenes, Town Clerk

Re: Relevy Report for all Water / Sewer Districts

Pursuant to the Town Law, §198 Sub. 3D, I hereby submit to the Town Board a verified statement of all the unpaid water / sewer rents as of October 28, 2019 existing on the books for the Town of New Scotland, N.Y. and I hereby affirm that the following is a true statement of such unpaid water / sewer rents within said districts, and included is a brief description of the property upon which unpaid water / sewer rents remain unpaid, the name of the persons or corporation liable for the payment of same, and the amount chargeable to each.
Proposed
Town of New Scotland
Local Law E of the year 2019

A Local Law authorizing the creation of a Community Choice Aggregation Program, and adopting certain provisions to facilitate Program implementation.

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

SECTION 1. PURPOSE AND INTENT

It is the intent of the Town of New Scotland to establish a Community Choice Aggregation ("CCA") Program to aggregate the energy supply needs of residents [and possibly small business owners], and to negotiate and enter into, or authorize its agent to negotiate and enter into, Energy Supply Agreements ("ESAs") with Energy Service Companies ("ESCOs") on behalf of eligible citizens to obtain stable, potentially lower-cost energy prices, potential environmental benefits, and a community-based energy program. The purpose of this Local Law is two-fold: to establish a CCA Program in the Town, and to adopt certain provisions relating to the creation and implementation of the CCA Program.

SECTION 2. FINDINGS

A. New York State’s energy industry is in the midst of a significant transition. The industry is shifting away from a utility-centered model toward a cleaner, more affordable, more resilient system in which consumers and communities will have a role to play. The State’s ongoing Reforming the Energy Vision ("REV") initiative emphasizes the importance of reliability and grid-resilience, distributed energy resources, increased renewable generation, and greater opportunity for citizens to take an active role in helping the State reach its energy goals and in making more informed energy choices in their homes, businesses and communities.

B. As part of this REV initiative, the New York State Public Service Commission ("NYSPSC"), on April 21, 2016, adopted an Order authorizing towns, village and cities within the State to create Community Choice Aggregation programs, by themselves or in concert with other municipalities (hereinafter “NYSPSC Order Authorizing CCAs”), and/or to retain a CCA Administrator to implement the program and negotiate ESAs.

C. CCA Programs allow communities to take control of their energy supply through an open, transparent and competitive electric and gas supply procurement process driven by consumers.
D. A successful CCA Program offers citizens the potential for cost savings, more stable energy prices, deterrence of deceptive marketing practices by ESCOs, fair contracts negotiated directly with energy suppliers, and the opportunity to pursue goals and initiatives important to the community, such as reliability, grid resiliency, supporting renewable energy generation, cutting greenhouse gas emissions, protecting the State's natural resources, and improving energy efficiency.

E. The Town has explored the CCA policy and background, and believes it would provide numerous benefits in this community, enhancing the public welfare and making energy more affordable and costs more predictable for our residents.

F. Therefore, the Town authorizes the creation of an opt-out CCA Program pursuant to rules of the NYSPSC in this community for the provision of electric supply service, as well as other high priority energy related value added services as may be determined to meet the community’s goals.

SECTION 3. AUTHORITY

The NYSPSC Order Authorizing CCAs expressly empowers cities, towns and villages in this state to create CCA Programs. Further, the New York Municipal Home Rule Law, Article 2, Section 10, authorizes a municipality to adopt general laws relating to its property, affairs and government, the protection and enhancement of its physical and visual environment, the protection and well-being of persons within the municipality, and for other authorized purposes.

SECTION 4. DEFINITIONS

AUTOMATICALLY ELIGIBLE CUSTOMERS: shall mean those utility customer classes eligible for inclusion in the CCA Program on an opt-out basis, as set forth in the NYSPSC Order Authorizing CCAs, Appendix C. Generally, this class of customers includes those receiving residential electric, including those in multi-family housing, certain types of institutions, and some small commercial customers covered by “small general service” class designations. This shall not include customers who have already enrolled in service through an ESCO; those customers shall be eligible to participate on an opt-in basis, if they so desire.

ELIGIBLE CUSTOMERS: shall mean all automatically eligible customers plus those utility customers eligible for inclusion in the CCA Program on an opt-in basis, as set forth in the NYSPSC Order Authorizing CCAs. Those customers eligible to participate in the CCA Program on an opt-in basis include: those customers already enrolled in service through an ESCO at the time of CCA formation, customers in large commercial, institutional, or industrial utility service classes that cannot be automatically enrolled in the CCA on an opt-out basis, and all other customers not considered “automatically eligible customers.” References to the broader class of “eligible customers” shall signify the entire pool of customers participating in the aggregation, either because they have been automatically enrolled on an opt-out basis, or because they have affirmatively opted in.
CCA ADMINISTRATOR: An agent of the municipality charged with overseeing creation, implementation and operation of a CCA Program, as well as negotiating Energy Supply Agreements with ESCOs. The CCA Administrator shall be retained by the municipality via a separate CCA Administration Agreement, adopted by Resolution.

COMMUNITY CHOICE AGGREGATION (CCA)/CCA PROGRAM: A Program authorized by the New York State Public Service Commission (NYS PSC) to aggregate residential and commercial electric and/or natural gas supply within a given municipality in order to leverage that energy demand to negotiate favorable Energy Supply Agreements directly with ESCOs. Customers within a CCA Program would no longer purchase their energy supply directly from their utility. However, the utility may continue to deliver energy to these customers, to charge for that delivery, and will retain its transmission and distribution network. The energy supply portion of a customer’s energy service is provided by an ESCO or ESCOs, pursuant to an Energy Supply Agreement negotiated for the CCA Program at large, then delivered to customers via the local utility.

ENERGY SUPPLY AGREEMENT (ESA): An agreement between an energy customer and an Energy Services Company (ESCO) to provide electricity or gas service to the customer for a fixed or variable price. For purposes of this Local Law, the CCA Administrator would conduct a competitive procurement on behalf of all eligible customers, and would enter into an Energy Service Agreement(s) with an ESCO to provide power to all such customers in the community.

ENERGY SERVICES COMPANY (ESCO): A third-party energy supplier eligible to sell electricity, natural gas and/or energy related value added services to customers in New York State, utilizing the transmission and distribution systems of existing utilities. ESCOs are regulated by the New York State Department of Public Service and the New York State Public Service Commission, and must comply with the New York State Public Service Law.

MUNICIPALITY [Town of New Scotland]: Reference to these terms throughout this Local Law indicate the Town of New Scotland, unless otherwise noted.

UTILITY: This term refers to traditional utilities regulated by the New York State Department of Public Service and the New York State Public Service Commission and permitted to provide electric and/or gas supply, transmission and distribution services to all customers within their designated service territory. For purposes of this Local Law, the term Utility will refer to National Grid.

SECTION 5. ESTABLISHING COMMUNITY CHOICE AGGREGATION

The Town of New Scotland hereby establishes a CCA Program for aggregation of electric supply to serve all eligible customers in its jurisdiction. This program shall be available to all residents of the Town of New Scotland who reside outside the limits of the Village of Voorheesville. All automatically eligible customers shall be included in the CCA Program on an opt-out basis, and shall be afforded the opportunity to opt out of the CCA Program, within a specified period, at no cost. All customers who are not automatically eligible to be included in
the CCA Program on an opt-out basis shall be permitted to affirmatively opt into the program in accordance with the terms of the ESA and/or the NYSPSC Order Authorizing CCAs.

SECTION 6. PROVISIONS FOR IMPLEMENTING CCA PROGRAM

Part A. Implementation Plan

1. The Town of New Scotland, with support from its CCA Administrator, will create and follow a CCA Implementation Plan which shall outline the details of how the CCA Program will be created and operated, including how public outreach and education will occur, what rules will apply to the Program, how the procurement process will implemented, how energy contracts will be selected, and how responsibilities will be divided amongst CCA Administrator, municipality, and eligible customers.

2. In accordance with the NYSPSC Order Authorizing CCAs, the CCA Implementation Plan will be reviewed and approved by the Public Service Commission. Such review may involve NYSPSC approval of a generic CCA Implementation Plan, with the understanding that community-specific Appendices would be submitted later and would outline appropriately tailored local education and outreach efforts.

3. Where a generic CCA Implementation Plan will be used, the Town of New Scotland and the CCA Administrator will make community-specific revisions to the Plan's Appendices to ensure the Plan is properly tailored to the needs of the Town’s residents. Therefore, prior to or in conjunction with the enactment of this Local Law, and thereafter from time to time, the Town, with support from the CCA Administrator, will create and update a CCA Program Opt-Out Letter, as well as an Education and Outreach Plan, as provided in the Implementation Plan Appendix for this community.

4. The Town Opt-Out Letter and Education and Outreach Plan shall conform to those requirements for public outreach, education, and opt-out procedures set forth in the NYSPSC Order Authorizing CCAs, and in any other applicable laws or regulations, and shall ensure that the Town and its CCA Administrator engage in a robust effort to educate and inform the community about the CCA Program and their options for participating or opting out.

5. Opt-out letters will be provided to all automatically eligible customers no less than 30 days prior to the time at which those customers would be automatically enrolled in the CCA Program. The letters will be printed on Town letterhead, in official Town envelopes. The logo of the CCA Administrator and selected ESCO may also be included on these letters, so long as it is clear that the letter is official correspondence from the Town.

Part B. Public Outreach and Education
1. The Town, together with its CCA Administrator, will provide public notices, presentations, information sheets, and other forms of outreach, as outlined in the Appendix of the Implementation Plan, to ensure residents are informed about the CCA Program and their options for participating or opting out.

2. Once the CCA Program is operating, the Town and its CCA Administrator will continue to engage in public outreach to keep CCA customers informed about any changes to the CCA Program; opportunities for new products or services available through the CCA Program, such as renewable energy buying options; important terms and durations of ESAs; information about the selected ESCOs; and any other matters related to the CCA Program.

Part C. Customers Moving into or out of the Community After CCA Adoption

Residents (and certain commercial customers) who establish utility accounts in this community after the effective date of this Local Law shall be afforded the opportunity to join the CCA Program within a reasonable time after their utility account is established, in accordance with contractual agreements between the CCA Administrator any ESCO(s) providing service to the Program.

Part D. Customer Data Protection

The Town, or its CCA Administrator, will create and follow a Customer Data Protection Plan which ensures that any confidential or sensitive personal customer information provided by the utility to the Town, its CCA Administrator, and/or the selected ESCO(s), will be given all privacy protections required by law and regulation, and protected from unauthorized release or use to the greatest extent possible. This Customer Data Protection Plan will ensure that the CCA Program and any selected ESCO(s) handle all confidential or sensitive customer data in keeping those customer data protections already afforded by National Grid prior to the enactment of this Local Law. This Plan will also ensure that CCA customer data, such as contact information, is not used for inappropriate purposes, such as solicitation of business unrelated to the CCA Program, its goals and objectives.

SECTION 7. CCA ADMINISTRATOR

Part A. CCA Administration Agreement

The Town will enter into a CCA Administration Agreement with its CCA Administrator. Such agreement will set forth the various rights and responsibilities of the parties, and will govern the manner in which the CCA Program is run. This Agreement shall also authorize the CCA Administrator to act as the Town’s agent for the purpose of procuring energy supply or other energy related value added services for CCA Program eligible customers.

Part B. Customer Service, Complaints
The CCA Administrator will provide the Town with clear, up-to-date contact information for customer questions, concerns or complaints. The CCA Administrator shall, from time to time, and/or at the request of the Town Board, report to the Town Supervisor regarding customer service matters.

SECTION 8. COMPLIANCE WITH PUBLIC SERVICE LAW AND REGULATIONS

In accordance with the NYSPSC Order Authorizing CCAs, it shall be the responsibility of the Town, supported by any CCA Administrator that may be under contract, to ensure the CCA Program is operated in compliance with all applicable provisions of the New York State Public Service Law, regulations of the New York State Public Service Commission and/or the New York State Department of Public Service, the Uniform Business Practices (to the extent applicable), the NYSPSC Order Authorizing CCAs and any other relevant laws or regulations. This provision applies regardless of whether a CCA Administrator is retained to organize and implement the Town CCA Program. This shall include, but not be limited to, compliance with any reporting requirements related to the CCA Program.

SECTION 9. REVIEW AND/OR DISSOLUTION OF THE CCA PROGRAM

A. The Town will, from time to time, review the CCA Program and its progress to determine how the program is performing, confirm it is affording benefits to the community, and provide information to the public thereon.

B. As the expiration of its ESA(s) approaches, or in the event an ESCO provides notice of its intention to terminate an ESA (where authorized by the terms of that ESA), the Town may consider whether it wishes to discontinue the CCA Program. Dissolution of the CCA Program will require (1) enactment of a Local Law amending or repealing this Local Law, (2) lawful termination of ESAs in accordance with their terms, (3) lawful termination of the CCA Administration Agreement, in accordance with its terms, and (4) at least 60 days' notice to customers that their energy services will be automatically returned to National Grid (or its successor), an effective date upon which such a change would occur, and information on what other options may be available to those customers, if applicable.

SECTION 10. CONFLICTS

In the event the New York State Public Service Commission, the state Legislature, or other state agency, enacts laws or regulations regarding the operation of CCAs which are in conflict with this local law, the state provisions shall govern.

SECTION 11. LIABILITY

Nothing in this local law shall be read to create liability on the part of the Town related to the provision of electric and/or natural gas service to customers. The ESCO selected to provide such service will be ultimately responsible for compliance with all applicable laws, rules and regulations governing retail energy services, and will assume any liability stemming from the
provision of such service to retail customers, including any potential liability associated with the service itself, customer data and information, and any other matters which would traditionally fall under the purview of a merchant utility providing the same service to customers prior to the formation of the CCA. This local law is meant merely to facilitate the creation of an aggregation program in this community. The Town will not assume the role of ESCO or utility in the sale or delivery of energy services.

SECTION 12. SEVERABILITY

Each provision of this Law is severable from the others, so that if any provision is held to be illegal or invalid for any reason whatsoever, such illegal or invalid provision shall be severed from this Law, which shall nonetheless remain in full force and effect.

SECTION 13. EFFECTIVE DATE

This Local Law shall take effect upon the filing with the Secretary of State.

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

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

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

I hereby certify that the local law annexed hereto, designated as local law No.____ of 20___ of the Town of New Scotland was duly passed by the New Scotland Town Board ______________________ on 20____, and was (approved) (not approved) (repassed after disapproval) by the _____________________ and was deemed duly adopted on ________________, 2-___, in accordance with the applicable provisions of law.

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, designated as local law No.____ of 20____ of the Town of New Scotland was duly passed by the New Scotland Town Board ______________________ on ____________________ 20__, and was (approved) (not approved) (repassed after disapproval) by the ______________________ on ____________________ , 20__. Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general) (special)(annual) election held on ____________________ 20__, in accordance with the applicable provisions of law.

* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county
October 17, 2019
File: 192810365

Attention:  Mr. Kenneth Guyer, Highway Superintendent
New Scotland Town Hall
2029 New Scotland Road
Slingerlands, New York 12159

Dear Town Board Members,

Reference: Payment Application #1: D035923, PIN 1760.30 – Krumkill Road Corrective Maintenance, Town of New Scotland, Albany County, NY

This letter transmits our recommendation to the Town Board for consideration to authorize the above referenced progress payment to the Contractor, Prime Highway Contractors, LLC for the Krumkill Road Corrective Maintenance Improvements project. The amount requested for payment is $75,391.02. Stantec Consulting Services has reviewed the Application for Payment and takes no exception to the request for payment.

Payment Application #1 represents work completed through August 24th, 2019. Work completed within this pay period included mobilizing to the site, clearing and grubbing, placing embankment, placement of new subbase and asphalt in the full depth reconstruction area.

Upcoming work is anticipated to include cold in-place recycling of the roadway, placement of final top course of asphalt, final site restoration and completion of punch list items.

In accordance with the Contract Documents, I certify that to the best of my knowledge, information and belief, the Work has progressed as indicated, the quality of the work is in accordance with the contract documents, and the contractor is entitled to the payment of the amount certified on the attached detailed payment summary.

In general, this Letter requests a Town Board resolution to authorize a progress payment in the amount of $75,391.02 to the contractor, Prime Highway Contractors, LLC.
October 17, 2019
Mr. Kenneth Guyer, Highway Superintendent
Page 2 of 2

Reference: Payment Application #1:

Regards,

STANTEC CONSULTING SERVICES INC.

Jeffrey W. Johns, PE
Principal
Tél: (518) 452-4358
Fax: (518) 452-9234
Jeffrey.johns@stantec.com

Attachment: Contractor’s Payment Application #1
VOUCHER

Town Of New Scotland
2029 New Scotland Road
Slingerlands, N.Y. 12159

Department: Highway

CLAIMANTS
NAME
Prime Highway Contractors, LLC.
AND
50 Colvin Ave., Ste 103
ADDRESS
Albany, NY 12206

Voucher No.
Date:

Total to Pay: $75,391.02
Fund & Code
Amount:
HKR5112.4 $75,391.02

TOTAL: $75,391.02

TERMS: 
PO#: 

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<th>UNIT PRICE</th>
<th>AMOUNT</th>
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<td>Krumkill Rd. Corrective Maintenance</td>
<td>$75,391.02</td>
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CLAIMANT'S CERTIFICATION
I certify that the above account in the amount of $75,391.02 is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

10/17/19

SIGNATURE

President

DEPARTMENT APPROVAL
The above services or materials were rendered or furnished to the municipality on the date stated and the charges are correct.

10-17-2019

AUTHORIZED OFFICIAL

APPROVAL FOR PAYMENT
This claim is approved and ordered paid from the appropriations indicated above.

DATE

AUDITING BOARD
# Stantec - Albany

**Detailed Payment**

**KRUMKILL ROAD CORRECTIVE MAINTENANCE**

| Description | D035923, PIN: 1760.30  
KRUMKILL ROAD CORRECTIVE MAINTENANCE  
TOWN OF NEW SCOTLAND, ALBANY COUNTY  
PRIME HIGHWAY CONTRACTORS, LLC |
<table>
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<tr>
<td>Payment Number</td>
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<tr>
<td>Pay Period</td>
<td>06/12/2019 to 08/24/2019</td>
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| Prime Contractor | Prime Highway Contractors, LLC  
NY |
| Payment Status | Approved |
| Awarded Project Amount | $367,901.56 |
| Authorized Amount | $367,901.56 |

## Section: 1 - Description

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<td>CY</td>
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| 0010 | 201.06 | LS | $9,000.00 | 1.000 | 1.000 | 0.000 | 1.000 | 1.000 | $9,000.00 | $9,000.00 |
| 0020 | 203.02 | CY | $27,000 | 600.000 | 428.000 | 0.000 | 428.000 | 428.000 | $11,556.00 | $11,556.00 |

**Detailed Payment:**

**KRUMKILL ROAD CORRECTIVE MAINTENANCE**

**10/11/2019**

**Page 1 of 6**
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### YELLOW EPOXY REFLECTORIZED PAVEMENT STRIPES - 20 MILS

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### STEEL/IRON PRICE ADJUSTMENT

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### MOBILIZATION

| Section Totals: | $75,391.02 | $75,391.02 |
| Total Payments:  | $75,391.02 | $75,391.02 |

### Time Charges

| Final Completion | 09/30/2019 | 09/30/2019 | N/A | $0.00 | N/A | 37.0 Days | $0.00 |

Total Damages: $0.00
Summary

Current Approved Work: $75,391.02
Current Stockpile Advancement: $0.00
Current Stockpile Recovery: $0.00
Current Retainage: $0.00
Current Retainage Released: $0.00
Current Liquidated Damages: $0.00
Current Adjustment: $0.00
Current Payment: $75,391.02

Approved Work To Date: $75,391.02
Stockpile Advancement To Date: $0.00
Stockpile Recovery To Date: $0.00
Retainage To Date: $0.00
Retainage Released To Date: $0.00
Liquidated Damages To Date: $0.00
Adjustments To Date: $0.00
Payments To Date: $75,391.02
Previous Payments To Date: $0.00

Project Manager (Contractor) [Signature] Date 10/14/19
Responsible Local Official (Municipality) [Signature] Date 10-17-2019
Project Manager/RE (Stantec) [Signature] Date 10/14/19
Regional Local Projects Liason (NYSDOT) Date

Detailed Payment:
KRUMKILL ROAD CORRECTIVE MAINTENANCE

10/11/2019
October 29, 2019
File: Swift Road Water District

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

Reference: Supplemental Task Order Request
Swift Road Booster Station Consulting Engineering
Town of New Scotland, Albany County, New York
Town Fund HSR 8320.2

Dear Supervisor LaGrange,

Stantec Consulting Services, Inc., (Stantec) submits this Supplemental Task Order Request in accordance with our Town Designated Engineer Master Services Agreement, for services related to the Swift Road Water District booster station. This project has required additional hours of construction administration and observation as discussed last week.

PROJECT UNDERSTANDING:

The Department of Public Works has requested that Stantec continue to assist with construction administration and observation for installation of VFD’s at the Swift Road Booster Station. The original scope allotted for 20 hours of assistance which has been exceeded. To keep construction on schedule we continued services last week as discussed exceeding the original task order by $1,903. Coordination between the electrical and pump installation along with several unforeseen issues has led to additional construction administration efforts.

SCOPE OF SERVICES:

Tasks to be undertaken for DPW assistance services for the Swift Road Booster Station VFD’s:

➢ Construction administration and observation efforts have already commenced and to date have exceeded the original task order by a total of $1,903. Continued services were requested while composing this addendum so as not to disrupt the already delayed schedule in services;

➢ Continued Construction administration and support to DPW on design or construction issues (20 hours);
Assumptions:

➢ Construction observation services are provided on a time and material basis.

➢ The estimated effort for construction relies heavily on the proficiency and competence of the contractor selected to complete the work.

➢ This estimate does not include any project closeout assistance.

➢ This effort is part-time and relies heavily on Town forces to provide regular oversight and direction to the contractor.

Professional Services Budget and Schedule:

Stantec proposes to bill each task as indicated in the Budget and Schedule Summary table below. The budget estimates included in the table are based on our understanding and assumptions and the scope of work described previously. Invoices will be issued monthly for all services performed during that month, and are payable upon receipt. Time and material tasks will be billed based on the actual hours and reimbursable expenses incurred, at the contract rates established under our term contract with the Town.

**BUDGET AND SCHEDULE SUMMARY**

<table>
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<tr>
<th>TASKS</th>
<th>BUDGET ESTIMATE</th>
<th>PROPOSED SCHEDULE</th>
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<td>300</td>
<td>Supplemental Booster Station VFD Engineering Services</td>
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<td>TOTAL ESTIMATED COST</td>
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<td>$10,000</td>
</tr>
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Design with community in mind
Reference: Supplemental Task Order Request – Swift Road Booster Station Consulting Engineering

Authorization:

If the above proposed scope and fee is acceptable, as formal authorization to precede, please sign and date the authorization below and return a copy for our files. Please feel free to contact me at (518) 218-5847 if the Town has any questions or requires qualifications of the proposed services offered.

Very truly yours,

STANTEC CONSULTING SERVICES, INC.

Noel Guercio, PE
Principal

STANTEC CONSULTING SERVICES, INC.

Garrett Frueh, PE, ENV SP
Project Manager

Authorization to Proceed:

________________________________________  ________________________________
Douglas LaGrange, Supervisor  Date:
Town of New Scotland

c.

Design with community in mind
RESOLUTION TO AMEND THE HSR (SWIFT ROAD PUMPS, ETC.) CAPITAL PROJECT

RESOLUTION 2019-

Supervisor LaGrange offered the following resolution and moved its adoption:

Whereas, the Town Board has previously established a capital project HSR and,

Whereas, the Town Board has completed the replacement of the pumps and,

Whereas, the Town Board has installed Variable Flow Devices and received an estimate for the cost to complete power upgrades of the project and,

Whereas, the Town has authorized issuing debt for funding the project,

Now therefore be it resolved, that the budget for the capital project be amended as follows:

Increase Revenues:
   (HSR) 5710    Serial Bonds      $50,000
   (HSR) 5031    Transfer from WS fund balance $20,000
   (HSR) 3910    State Aid-Conservation Programs $10,000

Increase Appropriations:
   (HSR) 8320.2  Water Source of supply, power and pumping $80,000

And it is further

Resolved, that General Fund B is hereby authorized to loan to the capital project fund from time to time, funds to finance and sustain the project pending the issuance of debt, at an initial interest rate of 0.05% per annum, said rate to be adjusted from time to time to reflect market conditions.
**Standard Work Day and Reporting Resolution for Elected and Appointed Officials**

**RS 2417-A**

(rev.09/18)

**SEE INSTRUCTIONS FOR COMPLETING FORM ON REVERSE SIDE**

BE IT RESOLVED, that the **Town of New Scotland**

(Name of Employer)

(Location Code)

hereby established the following standard work days for these titles and will report the officials to the New York State and Local Retirement based on their record of activities:

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<th>Max. 8 hrs</th>
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<th>Social Security Number: (Last 4 digits)</th>
<th>NYSRLS ID:</th>
<th>Tier 1 (Check only if member is Tier 1)</th>
<th>Current Term Begin &amp; End Dates: (mm/dd/yyyy-mm/dd/yyyy)</th>
<th>Record of Activities Result:*</th>
<th>Not Submitted: (Check only if official did not submit their Record of Activities)</th>
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<td>Rxxxx</td>
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I, Patricia Barber, Deputy Town Clerk, secretary/clerk of the governing board of the **Town of New Scotland**, of the State of New York,

(Circle one)

(Name of Secretary or Clerk)

Do hereby certify that I have compared the foregoing with the original resolution passed by such board at a legally convened meeting held on the ___ day of November, 20__

on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the **Town of New Scotland**, on this ___ day of __________, 20__

(Signature of Secretary or Clerk)

Affidavit of Posting: I, _______________________________, being duly sworn, deposes and says that the posting of the Resolution began on __________________________ and continued for at least 30 days. That the Resolution was available to the public on the:

(Date)

☐ Employer’s website at: ________________________________________________________________

☐ Official sign board at: ________________________________________________________________

☐ Main entrance Secretary or Clerk’s office at: ____________________________________________

(seal)

ATTACHMENT 6
October 10, 2019

Douglas LaGrange, Supervisor  
Town of New Scotland, New York  
Onesquethaw Fire Protection District Service Award Program  
2029 New Scotland Road  
Slingerlands, NY 12159  

Dear Supervisor LaGrange:  

The following represents our understanding of the services we will provide the Town of New Scotland, New York Onesquethaw Fire Protection District Service Award Program (the Program), a Private Purpose Trust Fund of the Town of New Scotland, New York.  

You have requested that we audit the financial statements of the Onesquethaw Fire Protection District Service Award Program, as of December 31, 2018, and for the year then ended and the related notes to the financial statements, which collectively comprise the Program’s basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on each opinion unit applicable to those basic financial statements.  

Auditor Responsibilities  

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditors’ judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.  

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the basic financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the basic financial statements and related matters.  

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and/or any state or regulatory audit requirements.
In making our risk assessments, we consider internal control relevant to the Program’s preparation and fair presentation of the basic financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Program’s internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the basic financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the Program’s compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

a. For the preparation and fair presentation of the basic financial statements in accordance with the accrual basis of accounting;

b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and

c. To provide us with:
   i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
   ii. Additional information that we may request from management for the purpose of the audit; and
   iii. Unrestricted access to persons within the Program from whom we determine it necessary to obtain audit evidence.

d. For including the auditors’ report in any document containing basic financial statements that indicates that such basic financial statements have been audited by the Program’s auditor;

e. For identifying and ensuring that the Program complies with the laws and regulations applicable to its activities;
f. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole;

g. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;

h. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;

i. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and

j. For the accuracy and completeness of all information provided.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

Reporting

We will issue a written report upon completion of our audit of the Onesquethaw Fire Protection District Service Award Program's basic financial statements. Our report will be addressed to the Supervisor and Members of the Town Board. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph, or withdraw from the engagement.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for other transactions we select for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers’ proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Provisions of Engagement Administration, Timing, and Fees

In connection with this engagement, we may communicate with you or others via e-mail. As e-mails can be intercepted, disclosed, used, and/or otherwise communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed, we cannot ensure that e-mails from us will be properly delivered and read only by the addressee. Therefore, we disclaim and waive any liability for interception or unintentional disclosure of e-mail transmissions, or for the unauthorized use of failed delivery of e-mails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage arising from the use of e-mail, including any punitive, consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure of confidential information.

Pasquale M. Scisci, CPA is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Teal, Becker & Chiaramonte, CPAs, P.C.'s services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.
Our fees are based on the time required by the individual assigned to the engagement, plus direct expenses (if any). Individual hourly rates vary according to the degree of responsibility involved and the skill required. We have estimated our fee for this engagement to be in the range of $3,500 - $4,500. Interim billings will be submitted as work progresses and as expenses are incurred and are due and payable upon presentation of our invoices. A final bill will be provided at the conclusion of our services and payment is due upon presentation. Interest at the rate of 1.5% per month will be charged on all late payments forty five (45) days past due. In the event that your account is turned over to an attorney for collection, you agree to pay all costs of collection including, attorney’s fees, costs and disbursements.

You agree that any dispute that may arise regarding the meaning, performance or enforcement of this engagement will, prior to resorting to litigation, be submitted to mediation, and that the parties will engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement. Any mediation initiated as a result of this engagement shall be administered within the county of Albany, New York, by the American Arbitration Association, according to its mediation rules, and any ensuing litigation shall be conducted within said county, according to New York State law. The results of any such mediation shall be binding only upon agreement of each party to be bound. The costs of any mediation proceeding shall be shared equally by the participating parties.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditors’ report to the date the financial statements are issued.

It is our policy to keep records related to this engagement for seven years. However, the Firm does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies. By your signature below, you acknowledge and agree that upon the expiration of the seven year period, the Firm shall be free to destroy our records related to this engagement.

At the conclusion of our audit engagement, we will communicate the following significant findings from the audit:

- Our view about the qualitative aspects of the Program’s significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management’s consultations with other accountants, if any; and
Town of New Scotland, New York  
Onesquethaw Fire Protection District Service Award Program  
October 10, 2019  
Page 5 of 5

- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Teal, Becker & Chiaramonte, CPAs, P.C. and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulators pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Teal, Becker & Chiaramonte, CPAs, P.C.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to regulators. The regulators may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the basic financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Very truly yours,

TEAL, BECKER & CHIARAMONTE, CPAs, P.C.

[Signature]
Pasquale M. Scisci, CPA

RESPONSE:

This letter correctly sets forth our understanding and Agreement and it is acknowledged and agreed to by an authorized representative of Town of New Scotland, New York Onesquethaw Fire Protection District Service Award Program by:

Name: ________________________________

Title: ________________________________

Date: ________________________________

Number of bound copies of the financial statements needed: ________________

Special mailing instructions for the bound copies of the financial statements: ________________________________

Do you need an electronic copy of the financial statements? ________________
October 10, 2019

Douglas LaGrange, Supervisor
Town of New Scotland, New York
New Salem Fire Protection District Service Award Program
2029 New Scotland Road
Slingerlands, NY 12159

Dear Supervisor LaGrange:

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You have requested that we audit the financial statements of the New Salem Fire Protection District Service Award Program, as of December 31, 2018, and for the year then ended and the related notes to the financial statements, which collectively comprise the Program’s basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on each opinion unit applicable to those basic financial statements.

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f. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and

g. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;

h. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;

i. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and

j. For the accuracy and completeness of all information provided.

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- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
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- Management’s consultations with other accountants, if any; and
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Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the basic financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Very truly yours,

TEAL, BECKER & CHIARAMONTE, CPAs, P.C.

Pasquale M. Scisci, CPA

RESPONSE:

This letter correctly sets forth our understanding and Agreement and it is acknowledged and agreed to by an authorized representative of Town of New Scotland, New York New Salem Fire Protection District Service Award Program by:

Name: ________________________________

Title: ________________________________

Date: ________________________________

Number of bound copies of the financial statements needed:__________

Special mailing instructions for the bound copies of the financial statements: ________________________________

______________________________

Do you need an electronic copy of the financial statements? ____________

SIRAB
3972.10cc
Enclosures
RESOLUTION NO. _____ OF 2019
Town of New Scotland, New York

RESOLUTION REGARDING TEMPORARY INCREASE IN COURT CLERK HOURS

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 November 13, 2019 at 7:00 o'clock p.m.

WHEREAS, the Town employs two part-time clerks for the Town Justice Court. One of the clerks recently resigned effective November 22nd, and the Town Justices will be seeking a replacement but no candidate has been identified or hired as of the date of this Resolution; and

WHEREAS, the Justices have requested that the Ms. Elizabeth Vadney, the clerk of the court, increase her hours on a temporary basis in order to ensure that the Town Justice Court functions efficiently; and

WHEREAS, Ms. Vadney has agreed to increase her hours on a temporary basis until a new clerk can be hired.

NOW, THEREFORE, it is hereby

RESOLVED, that the Town Board hereby authorizes Justice Court Clerk Elizabeth Vadney to temporarily increase her work hours from 27.5 hours per week to up to 40 hours per week beginning November 25th. Such increase in hours is temporary and approved through December 31, 2019. Despite the temporary increase in hours of work, Ms. Vadney’s standard employment status as a part-time employee (with those benefits attributable to part-time employees) shall remain the same.

IT IS FURTHER RESOLVED, that Ms. Vadney and Justices Wukitsch and Johnson are hereby notified that in no circumstance shall Ms. Vadney work more than 40 hours in one week and under no circumstance is Ms. Vadney to accrue more than the allowed 30 hours maximum of Compensatory Time.

IT IS FURTHER RESOLVED, that Supervisor LaGrange is authorized to act on behalf of the Town Board should it become necessary to address any instance of exceeding the allowable Compensatory Time 30 hour limit by immediately directing the Justices to require Ms. Vadney to use the excess Compensatory Time within that current pay period.

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

In favor: ____________________
Opposed: ____________________
Motion Approved: ____________________
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<td>19</td>
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<tr>
<td>B1601 Public Health Fees</td>
<td>B1601 Death Certificate Copies</td>
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<td>1</td>
<td>90.00</td>
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<td>B2110 Zoning</td>
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<tr>
<td>B2709 Retiree Ins. Cantlin</td>
<td>B2709 Retiree Ins. Cantlin</td>
<td>B2709</td>
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</tr>
<tr>
<td>CC 2019 Fee</td>
<td>A2590 CC 2019 Fee</td>
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<td>1</td>
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</tr>
<tr>
<td>Clerk Fees</td>
<td>A1255 Marriage Transcript</td>
<td>A1255</td>
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<td>40.00</td>
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<tr>
<td>Conservation</td>
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<td>A1255</td>
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<td>57.19</td>
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<tr>
<td>DB2560 Right of Way Permit</td>
<td>DB2560 Right of Way Permit</td>
<td>DB2560</td>
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<td>600.00</td>
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<tr>
<td>DB2560 Road Cut</td>
<td>DB2560 Road Cut/911 Fees</td>
<td>DB2560</td>
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Sub-Total: $150.00
<table>
<thead>
<tr>
<th>Account Description</th>
<th>Fee Description</th>
<th>Account#</th>
<th>Qty</th>
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</tr>
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<tbody>
<tr>
<td>DB2590 911 Fee</td>
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<tr>
<td>DB2709 Retiree Ins. D Kawczak</td>
<td>DB2709 Retiree Ins. D Kawczak</td>
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<tr>
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</tr>
<tr>
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<td>27</td>
<td>121.50</td>
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<tr>
<td>Dog Licensing</td>
<td>Female, Unspayed</td>
<td>A2544</td>
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<tr>
<td>Dog Licensing</td>
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<tr>
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<td>1</td>
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<td>Kensington Woods Sewer District</td>
<td>SKW2122 Kensington Woods Sewer District</td>
<td>SKW2122</td>
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<tr>
<td>Kensington Woods Water Usage</td>
<td>WKW2144 Kensington Woods Water Usage</td>
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<td>Marriage Lic.</td>
<td>MARRIAGE LICENSE FEE</td>
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<td>New Salem Water Meter Purchase</td>
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<td>WNS2144</td>
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<td>145.00</td>
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<tr>
<td>Other Public Safety Dept.</td>
<td>B1589 Other Public Safety Dept.</td>
<td>B1589</td>
<td>1</td>
<td>30.00</td>
</tr>
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<td>Other Revenue</td>
<td>Transfer Station Permit</td>
<td>A2130</td>
<td>6</td>
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<td>Parks and Recreation</td>
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<td>Reimbursement grant from DEC for 2018 electronics</td>
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<td>A0909</td>
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<td>543.31</td>
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<td>4</td>
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</table>

Sub-Total: $100.00
Sub-Total: $25.00
Sub-Total: $222.00
Sub-Total: $262.84
Sub-Total: $231.00
Sub-Total: $314.54
Sub-Total: $1,420.00
Sub-Total: $950.00
Sub-Total: $280.50
Sub-Total: $145.00
Sub-Total: $30.00
Sub-Total: $60.00
Sub-Total: $809.10
Sub-Total: $1,678.18
Sub-Total: $543.31
Sub-Total: $12,500.00
Sub-Total: $2,867.15
<table>
<thead>
<tr>
<th>Account Description</th>
<th>Fee Description</th>
<th>Account#</th>
<th>Qty</th>
<th>Local Share</th>
</tr>
</thead>
<tbody>
<tr>
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<td>WCC 0350 Estates Water Usage</td>
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<tr>
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<tr>
<td>WH0350 Water Usage</td>
<td>WH0350 Water Usage</td>
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<td>WH2144 Water Meter Purchase</td>
<td>WH2144 Water Meter Purchase</td>
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<tr>
<td>WKW0350 Kensington Woods Water Usage</td>
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<tr>
<td>WNS Water Usage</td>
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<tr>
<td>WS Water Usage</td>
<td>WS0350 Water Usage</td>
<td>WS0350</td>
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<td>$1,130.49</td>
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</tbody>
</table>

**Sub-Total:** $66,678.10

**Total Local Shares Remitted:** $66,678.10

**Total State, County & Local Revenues:** $67,763.41

**Total Non-Local Revenues:** $1,085.31

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. Deschesnes, 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]

[Signature]

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 October 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>10/22</td>
<td>New Com. Cremation &amp; Funeral</td>
<td>Death Certificate (10 copies, 1 fire)</td>
<td>$90.00</td>
</tr>
</tbody>
</table>

STATE OF NEW YORK

COUNTY OF Albany

TOWN OF New Scotland

Patricia Barker, being duly sworn, says she is the Register 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 November 2019.

RECEIPT OF SUPERVISOR

Total amount Fees Remitted to the Supervisor $90.00

RECEIVED PAYMENT

Dated 11-1-2019

Supervisor
October 15, 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 September 2019:

- Started Cases – 91 (both judges)
- Closed Cases - 57

Money collected - $8,854.00

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
October 15, 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 September 2019:

- Started Cases – 91 (Both Judges)
- Closed Cases - 38

Money collected - $3395.00

Sincerely,

David J. Wukitsch
Town Justice
3- Fire safety inspections or follow-ups

21 - Site visits

38 - Construction inspections

8 – Plan reviews

0 – Fire calls or follow-up

14 – Vacant houses being monitored (plus two)

8 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.

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

2681 New Scotland rd. – Junk and debris complaint. Complicated ownership issues. Left note to call me. No contact made to me but junk violations have been corrected for now.
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

42 fielding way – in foreclosure, vacant and secure. May be sold soon

2681 New Scotland rd. Complicated ownership issues, Vacant and secure for now.
## Pay the Bills
**November 13, 2019**

<table>
<thead>
<tr>
<th>Abstract #</th>
<th>Vouchers</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
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<td>20191286-20191366, 20191368-20191369</td>
<td>$309,228.08</td>
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<tr>
<td>10/10/2019</td>
<td>20191248-20191263, 20191266-20191271</td>
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<tr>
<td>10/16/2019</td>
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<tr>
<td>10/21/2019</td>
<td>20191273-20191275</td>
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<tr>
<td>10/23/2019</td>
<td>20191276</td>
<td>$740.00</td>
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<tr>
<td>10/23/2019</td>
<td>20191277-20191278</td>
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<td>10/29/2019</td>
<td>20191279-20191282</td>
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<tr>
<td>11/01/2019</td>
<td>20191283-20191285</td>
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<tr>
<td>11/07/2019</td>
<td>20191367</td>
<td>$191.96</td>
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</tbody>
</table>
Whereas, there is a need to provide additional funding for amounts made or to be made in excess of the appropriation provided in the adopted budget, the Town Board resolves to provide funding as follows:

<table>
<thead>
<tr>
<th>FROM CODE</th>
<th>TO CODE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1990.4</td>
<td>A1622.2</td>
<td>$174.99</td>
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</tbody>
</table>

To appropriate money from Contingency to Bldgs-Comm. Ctr./equipment for portion of purchases of snow blower purchased for building maintenance.

<table>
<thead>
<tr>
<th>FROM CODE</th>
<th>TO CODE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>A0909</td>
<td>A9060.8</td>
<td>$15,000.00</td>
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</tbody>
</table>

To appropriate money from fund balance to med/dent ins. for amount over budget $1,340.44 plus amount through year end.

<table>
<thead>
<tr>
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<th>TO CODE</th>
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</thead>
<tbody>
<tr>
<td>DB1420.4</td>
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</table>

To move appropriation from attorney fees/contractual to machinery/equipment for amount over budget.

<table>
<thead>
<tr>
<th>FROM CODE</th>
<th>TO CODE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>SS2122</td>
<td>SS8120.4</td>
<td>$24,000.00</td>
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</tbody>
</table>

To increase both revenue/sewer service charges and expenditure/sewer collection Admin./Contr. for additional Town of Bethlehem fee for sewer hookup. We estimated 3 hookups for 2019 and are at 7 year to date.

<table>
<thead>
<tr>
<th>FROM CODE</th>
<th>TO CODE</th>
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</thead>
<tbody>
<tr>
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To increase both revenue/metered water rents and med./dell. ins. for amount over budget $134.50 plus amount through year end.

<table>
<thead>
<tr>
<th>FROM CODE</th>
<th>TO CODE</th>
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</thead>
<tbody>
<tr>
<td>WC2140</td>
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</tbody>
</table>

To increase both revenue/metered water rents and med./dell. ins. for amount over budget $141.58 plus amount through year end.

<table>
<thead>
<tr>
<th>FROM CODE</th>
<th>TO CODE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>WF2140</td>
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<td>$360.00</td>
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</table>

To increase both revenue/metered water rents and med./dell. ins. for amount over budget $81.23 plus amount through year end.

<table>
<thead>
<tr>
<th>FROM CODE</th>
<th>TO CODE</th>
<th>AMOUNT</th>
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</thead>
<tbody>
<tr>
<td>WH2140</td>
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<td>$300.00</td>
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</tbody>
</table>

To increase both revenue/metered water rents and med./dell. ins. for amount over budget $126.57 plus amount through year end.

<table>
<thead>
<tr>
<th>FROM CODE</th>
<th>TO CODE</th>
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<tbody>
<tr>
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</table>

To increase both revenue/metered water rents and med./dell. ins. for amount over budget $83.96 plus amount through year end.

<table>
<thead>
<tr>
<th>FROM CODE</th>
<th>TO CODE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>WNS2140</td>
<td>WNS9060.8</td>
<td>$300.00</td>
</tr>
</tbody>
</table>

To increase both revenue/metered water rents and med./dell. ins. for amount over budget $60.89 plus amount through year end.

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