TOWN OF NEW SCOTLAND
TOWN BOARD MEETING
December 11, 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:
   - Nov 6, 2019       Public Hearing
   - Nov 13, 2019     Regular Town Board Meeting
   Ms. Deschenes

5. Discussion/Action re: setting date for 2020 Organizational Meeting
   Mr. LaGrange

6. Discussion/Action re: Proposed Local Law E of 2019- Creation of Community Choice Aggregation Program
   Mr. Greenberg
   Attachment #1

7. Resolution in support of Albany County Clean Air Bill
   Mr. Greenberg
   Attachment #2

8. Discussion/Action re: Road Use and Crossing Agreement with LS Power Grid New York, LLC. for the Marcy to New Scotland Electric Transmission Upgrade Project
   Mr. LaGrange
   Attachment #3

9. Highway/Parks:
   - Stantec Engineering- recommendation re: payment application #2 , Prime Highway Contractors, Krumkill Rd. Corrective Maintenance FHWA Project
   Mr. Guyer
   Attachment #4

10. Fire/Ambulance:
    - Action re: 2020 Onesquethaw Volunteer Fire & Ambulance Contract
    - Action re: 2020 New Salem Volunteer Fire Contract
    - 2019 Service Fee Agreement with Penflex for Service Award Programs of:
      New Salem Fire Protection District & Onesquethaw Fire protection District
    Mr. LaGrange
    Attachment #5
    Attachment #5a
    Attachment #5b

11. Northeast Water District:
    - Resolution establishing Capital Project for Northeast Water District Tank Repair
    - Discussion/Action re: Stantec Engineering Task Order – Northeast Water District Tank Repair
    Mr. LaGrange
    Attachment #6
    Attachment #6a
12. Discussion/Action re: request from Justices for reorganization of clerk duties and hours.  
   Mr. LaGrange

13. Discussion/Action re: Commissioner of Public Works Vacancy  
   Mr. Hennessy Jr.

14. Discussion/Action re: interviews for Planning Board and Zoning Board of Appeals positions.  
   Mr. LaGrange

15. Liaison Reports:

16. Departmental Monthly Reports:  
   • Town Clerk, Nov 2019  
   • Registrar, Nov 2019  
   • Justice Johnson, Oct 2019  
   • Justice Wukitsch, Oct 2019  
   • Building Dept., Oct 2019  
   • Code Enforcement, 2019  
   Attachment #7  
   Attachment #7a  
   Attachment #7b  
   Attachment #7c  
   Attachment #7d  
   Attachment #7e

17. Pay the Bills  
   Mr. LaGrange  
   Attachment #8

18. Approve any Budget Modifications  
   Mr. LaGrange  
   Attachment #9

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

20. Adjourn  
   Mr. LaGrange
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 natural 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 and/or natural gas 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 or natural gas supply service, 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 natural 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 (NYSPSC), and must comply with the New York State Public Service Law.

MUNICIPALITY: 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 natural 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 and/or natural gas 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. (The program may include other options, which may allow an eligible customer to choose a program with energy generated: (i) exclusively by renewable energy sources, or (ii) a combination of sources.) 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 _______________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.

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

4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting 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 ______________________ on ______________________ 20__, and was (approved) (not approved) (repassed after disapproval) by the ______________________ on ______________________ 20___. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of ______________________, 20__, in accordance with the applicable provisions of law.

5. (City local law concerning Charter revision proposed by petition.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the City of ______________________ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on ______________________, 20__, became operative.

6. (County local law concerning adoption of Charter.)

I hereby certify that the local law annexed hereto, designated as local law No.____ of 20____ of the County of ______________________ State of New York, having been submitted to the electors at the General Election of November ______ 20____, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.
(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph __, above.

_______________________________________
New Scotland Town Clerk

(Seal)  Date: ________________________________

(Certification to be executed by County Attorney, Corporation Counsel, Town Attorney, Village Attorney or other authorized attorney of locality.)

STATE OF NEW YORK
COUNTY OF ALBANY

I, the undersigned, hereby certify that the foregoing local law contains the correct text and that all proper proceedings have been had or taken for the enactment of the local law annexed hereto.

Signature _________________________________
New Scotland Town Attorney

Date: ________________________________
RESOLUTION NO. _____ OF 2019  
Town of New Scotland, New York

RESOLUTION REGARDING EXPRESSION OF SUPPORT  
FOR PROPOSED ALBANY COUNTY LAW TO ESTABLISH  
CLEAN AIR STANDARDS FOR WASTE BURNING FACILITIES

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 December 11, 2019 at 7:00 o'clock p.m.

WHEREAS, members of the Albany County Legislature, including County Legislators Richard N. Touchette and Douglas A. Bullock, have introduced a proposed Albany County Local Law, entitled Local Law No. I for 2019 entitled “A Local Law of the County of Albany to Establish Clean Air Standards for Waste Burning Facilities” (the “Local Law”) to promote and protect the public health and welfare of the residents of the County of Albany by regulating burning or related processing of waste, and prohibiting the same on a large scale.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of New Scotland hereby expresses its support for the proposed Local Law and the concepts embodied in the proposed Local Law, including the prohibitions and protocols for burning waste in the County of Albany.

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 December __, 2019.
November 13, 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 #2: 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 $251,960.94. Stantec Consulting Services has reviewed the Application for Payment and takes no exception to the request for payment.

Payment Application #2 represents work completed through September 27, 2019. Work completed within this pay period included cold in-place recycling of the roadway, placement of final top course of asphalt, final site restoration and completion of punch list items.

This completes the work on the project. An upcoming Change Order will reflect any overruns and additional items required to be added to the contract. It is anticipated these additional costs will be covered by underruns and the Field Change Payment item.

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 $251,960.94 to the contractor, Prime Highway Contractors, LLC.
November 13, 2019
Mr. Kenneth Guyer, Highway Superintendent

Reference: Payment Application #2:

Regards,

STANTEC CONSULTING SERVICES INC.

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

Attachment: Contractor’s Payment Application #2
**VOUCHER**

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

**Department:** Highway

**CLAIMANT'S NAME AND ADDRESS**  
Prime Highway Contractors, LLC  
50 Colvin Ave., Ste 103  
Albany, NY 12206

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**CLAIMANT'S CERTIFICATION**

Certify that the above account, in the amount of $251,960.94 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.

**DATE:** 11/13/19  
**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.

**DATE:** 11/13/19  
**AUTHORIZED OFFICIAL:**

**APPROVAL FOR PAYMENT**

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

**DATE**

**AUDITING BOARD**
# 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 |
| Payment Number | 2 |
| Pay Period | 08/25/2019 to 09/27/2019 |
| Prime Contractor | Prime Highway Contractors, LLC  
| NY |
| Payment Status | Approved |
| Awarded Project Amount | $367,901.56 |
| Authorized Amount | $367,901.56 |

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Detailed Payment:

**KRUMKILL ROAD CORRECTIVE MAINTENANCE**

11/13/2019

Page 1 of 6
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KRUMKILL ROAD CORRECTIVE MAINTENANCE  

11/13/2019  
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Section Totals: $925,966.94
Total Payments: $925,966.94

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<td>Final Completion</td>
<td>09/30/2019</td>
<td>09/30/2019</td>
<td>N/A</td>
<td>$0.00</td>
<td>N/A</td>
<td>7.0 Days</td>
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Total Damages: $0.00

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Detailed Payment: KRUMKILL ROAD CORRECTIVE MAINTENANCE

11/13/2019
Page 5 of 6
## Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Current Approved Work:</td>
<td>$251,960.94</td>
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<tr>
<td>Current Stockpile Advancement:</td>
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</tr>
<tr>
<td>Current Stockpile Recovery:</td>
<td>$0.00</td>
</tr>
<tr>
<td>Current Retainage:</td>
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<td>Current Retainage Released:</td>
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<td>Current Liquidated Damages:</td>
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<td>Current Adjustment:</td>
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<td><strong>Current Payment:</strong></td>
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<tr>
<td>Previous Payment:</td>
<td>$75,391.02</td>
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<tr>
<td>Approved Work To Date:</td>
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<td>Stockpile Advancement To Date:</td>
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<td>Stockpile Recovery To Date:</td>
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<td>Previous Payments To Date:</td>
<td>$75,391.02</td>
</tr>
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---

**Project Manager (Contractor):**

[Signature]  Date: 11/13/19

**Responsible Local Official (Municipality):**

[Signature]  Date:

**Project Manager/RE (Stantee):**

[Signature]  Date: 11/13/19

**Regional Local Projects Liason (NYSDOT):**

[Signature]  Date:

---

**Detailed Payment:**

KRUMKILL ROAD CORRECTIVE MAINTENANCE

11/13/2019  Page 6 of 6
Onesquethaw Volunteer Fire Company, Inc.

CONTRACT FOR FIRE PROTECTION
AND
EMERGENCY AMBULANCE SERVICES FOR THE YEAR 2020

THIS AGREEMENT, made the _____ day of December 2019, by and between the Town of New Scotland, a municipal corporation situated in the County of Albany, State of New York (hereinafter “Town”), with offices at 2029 New Scotland Road, Slingerlands, New York 12159, and Onesquethaw Volunteer Fire Company, Inc., a Not-For-Profit corporation, organized and existing under the laws of the State of New York and having its principal place of business in the Hamlet of Clarksville, Town of New Scotland, Albany County, New York, with a mailing address of P.O. Box E, Clarksville, New York 12041 (hereinafter “Company”).

WITNESSETH:

WHEREAS, company is a Not-For-Profit Corporation organized exclusively for charitable and educational purposes and as part of those purposes, desires to provide fire protection, rescue and emergency ambulance services to persons in the Onesquethaw Fire Protection District (hereinafter “District”); and

WHEREAS, such fire protection, rescue, and emergency ambulance services are vital and necessary to the health and welfare of the inhabitants of the Town of New Scotland in the Fire District; and

WHEREAS, the Company maintains adequate and suitable apparatus and equipment for the furnishing of fire protection, rescue and emergency ambulance services in said District; and

WHEREAS, the Town agrees that Company shall be the exclusive provider of primary fire protection, rescue, and emergency ambulance services in the District;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto mutually agree as follows:
1. PROVISION FOR EMERGENCY SERVICES

Company will provide Town with personnel, apparatus, vehicles and equipment necessary to provide fire protection, rescue services, which includes response to accidents, calamities, and other emergencies in which the services of firefighters would be required, and emergency ambulance services, capable of responding to emergencies on an on-going basis within the Onesquethaw Fire Protection District.

Fire protection shall be defined as it is in paragraph 9 of Section 184 of the Town Law, but shall not include inspections of buildings and properties in the District for the purposes specified in and as authorized by sections 303 of the Multiple Residence Law, and section 189 of the Town Law. Fire Protection shall include the provision of emergency ambulance services.

Company’s rescue squad will provide Town with a basic life support (only) ambulance staffed with volunteers, which complies with the regulations of the New York State Department of Health, Bureau of Emergency Medical Services, to serve the emergency medical needs of those persons within the boundaries of the District.

The Company shall at all times during the period of this Agreement, be subject to call for attendance upon any fire or need for emergency ambulance service occurring within the District when notified of a fire or need for emergency ambulance service and dispatched by the Albany County 911 service. Company shall respond and attend upon the fire or need for emergency ambulance service with reasonable dispatch and without unreasonable delay, and with so many of its personnel and with so much of its necessary equipment as may be readily available. Upon arriving at the scene of the fire, the firemen of the Company shall proceed diligently to the extinguishment of the fire and saving of life and property endangered thereby. Likewise, in the event of a need for emergency ambulance service, the Company shall, upon arriving at the scene of the emergency, proceed diligently to deal with such emergency and the saving of life endangered thereby.

Company has the Town’s express permission to attend funerals, parades, trainings and drills and to conduct fundraisers for the benefit of the Company as provided in Section 1402(e)(5) of the Not-For-Profit Law and Section 204-a of the General Municipal Law.

2. TERM

The term of this Agreement shall be for one (1) year, commencing on January 1, 2020, and shall continue through December 31, 2020, unless sooner terminated as herein provided.
3. **COMPENSATION**

In consideration for the performance of this Contract by Company, Town agrees to pay Company the sum of Two Hundred Sixty-Five Thousand Seven Hundred ($265,700.00) Dollars for Fire protection services and Fifty Thousand Three Hundred and Seventy-Five ($50,375.00) Dollars for Ambulance services by the 1st of March, 2020. Such funds shall be used by Company for the operation and administration of the Company and for such other purposes as related to providing fire protection and ambulance services as the Company see fit.

In the event any part of this Agreement shall be terminated pursuant to the provisions of paragraph 8 (B) prior to December 31, 2020, Company shall refund on a pro-rated basis, using a daily rate, a sum of money equal to the number of days remaining in the contract year subsequent to the date of termination.

Town shall arrange coverage for benefits required under Workers Compensation Law and the Volunteer Firefighters Benefit Law and shall charge the costs thereof to the District.

4. **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

Company agrees to maintain General Liability insurance with limits of at least One Million Dollars ($1,000,000.00) per occurrence/$2,000,000.00 General Aggregate.

It is understood that the Company shall purchase directors and officer’s liability insurance for the benefit of the Company and its officers and directors.

Company shall maintain property damage insurance on all buildings and personal property in an amount equal to replacement cost with “All Risk” coverage.

Company shall at all times and without any gap in coverage maintain Commercial Automobile Liability insurance with limits of at least $1,000,000.00 Combined Single Limit. The coverage shall apply to all owned, leased, hired, and non-owned vehicles including all emergency vehicles.

All insurance purchased shall be with companies who have a rating of “A” or better as rated by A.M. Best. Where appropriate, Company shall name the Town as an additional insured on all policies of insurance, shall provide proof of such coverage to the Town, and shall cause the Town to be notified by the insurance carrier in case of any lapse of coverage.
5. **BILLING**

Company shall not bill any person for any fire protection, rescue services, or emergency services.

6. **EXPIRATION OR TERMINATION OF RESPONSIBILITIES**

Upon expiration of the term of this Agreement as provided hereunder, Company shall have no liability or responsibility for providing services under this Agreement to any person or property within the boundaries of the District. The Company shall notify the Town if it does not wish to continue the services contained in this Agreement no later than August 20th of the Contract year.

7. **GROUNDS FOR TERMINATION**

A. Company may terminate this Agreement upon the Town’s failure to deliver the monies due Company under this Agreement by the date due, so long as Company provides seven (7) days written notice to the Town of the date it will cease providing services. If the Town remits such funds to the Company during this seven day notice period, Company shall not terminate services based upon the Town’s failure to pay this annual contract payment.

B. Town may terminate this Agreement upon the loss or suspension of Company’s ability to deliver fire protection services and/or ambulance services, or upon the failure of Company to continuously respond to requests for fire protection and/or emergency ambulance services within the Fire District’s boundaries for a period of two (2) weeks, so long as Town provides Company written notice of the date services will no longer be permitted. Company shall be provided the opportunity to cure such loss, suspension or failure, and shall have three (3) days from receipt of notice for the Town to provide such protection under the terms of this Agreement.
8. **NOTICES**

All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing, and shall be deemed duly given if delivered by hand or mailed by registered or certified mail, return receipt requested, to the parties at the following address:

**Town:**
- Town Supervisor
- Town of New Scotland
- 2029 New Scotland Road
- Slingerlands, New York 12159

**Company:**
- President
- Onesquethaw Volunteer Fire Company, Inc.
- P.O. Box E
- Clarksville, New York 12041

9. **SAVINGS CLAUSE**

If any provision of this Agreement is determined to be legally invalid, inoperative or unenforceable, only that particular provision shall be affected, such determination shall have no effect whatsoever on any other provision of this Agreement, and all other provisions shall remain in full force and effect. Should the law be amended such that any term of this Agreement shall be rendered null and void or unenforceable, or should the law require a provision in this Agreement that is not presently recited, such Agreement shall be deemed amended as of the effective date of the amendment to the law.

10. **WAIVER**

No delay or failure to exercise any remedy or right occurring upon any default shall be construed as a waiver of such remedy or right, or an acquiescence in such default, nor shall it affect any subsequent default of the same or a different nature. All rights and remedies herein conferred shall be in addition to and not exclusive of any and all other rights or remedies not or hereafter existing at law or in equity.

11. **HEADINGS**

All headings and captions in this Agreement are for convenience only. They shall not be deemed part of this Agreement and shall in no way define, limit, extend or describe the scope or intent of any provisions hereof.
12. **FURTHER ASSURANCES**

The parties shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes set forth in this Agreement.

13. **BINDING EFFECT**

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executor, administrators, successors and assigns.

14. **COUNTERPARTS**

This Agreement may be executed in counterparts and each such counterpart, when taken together, shall constitute a single and binding Agreement.

15. **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The County of Albany in the State of New York is hereby designated as the place of trial for any action or proceeding arising from or in any way connected to this Agreement.

16. **NO ASSIGNMENT**

In accordance with the provisions of Section 109 of the General Municipal Law of the State of New York, Company is hereby prohibited from assigning, transferring, conveying, or otherwise disposing of this Agreement, or its power to execute this Agreement, to any other person or corporation without the express written consent of the Town. Any such assignment or disposition without such consent shall be void and unenforceable.

17. **ANNUAL AUDIT**

The Company shall obtain an annual audit as required by Section 209-Z of the General Municipal Law and shall provide the Town with a copy of such audit within 180 days of the close of the fiscal year of the year audited.
18. ENTIRE AGREEMENT

This Agreement is the entire agreement among the parties and shall not be changed, except by a writing signed by the party to be charged. This Agreement shall supersede all agreements between the parties.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals as of the day and year first above written.

Town of New Scotland                                Onesquethaw Volunteer Fire Company, Inc.

By: _______________________________                 By: _______________________________
Douglas LaGrange, Supervisor                        Thomas Mauro, President

By: _______________________________
Secretary
THIS AGREEMENT, made as of the _____ day of December 2019, by and between the Town of New Scotland, a municipal corporation situated in the County of Albany, State of New York (hereinafter “Town”), with offices at 2029 New Scotland Road, Slingerlands, New York 12159, and New Salem Volunteer Fire Department, a Not-For-Profit corporation, organized and existing under the laws of the State of New York and having its principal place of business in the Hamlet of New Salem, Town of New Scotland, Albany County, New York (hereinafter, “Company”).

WITNESSETH:

WHEREAS, the Company is a Type B Not-For-Profit Corporation organized exclusively for charitable and educational purposes and as part of those purposes, desires to provide fire protection services to persons in the New Salem Fire Protection District (hereinafter, “District”); and

WHEREAS, such fire protection services are vital and necessary to the health and welfare of the inhabitants of the Town of New Scotland in the District; and

WHEREAS, the Company maintains adequate and suitable apparatus and equipment for the furnishing fire protection services in said District; and

WHEREAS, the Town agrees that Company shall be the provider of primary fire protection services in the District;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto mutually agree as follows:

1. PROVISION FOR SERVICES

The Company will provide Town with personnel, apparatus, vehicles and equipment necessary to provide fire protection and rescue services, which includes response to accidents, calamities, and other emergencies in which the services of firefighters would be required, including responding to emergencies on an on-going basis within the District.
Fire protection shall be defined as it is defined in paragraph 9 of Section 184 of the Town Law, but shall not include inspections of buildings and properties in the District for the purposes specified in and as authorized by sections 303 of the Multiple Residence Law, and section 189 of the Town Law.

The Company shall at all times during the period of this Agreement, be subject to call for attendance upon any fire or emergency occurring within the District when notified of a need for fire protection or emergency service and dispatched by the Albany County 911 service. The Company shall respond and attend upon the fire or need for emergency service with reasonable dispatch and without unreasonable delay, and with so many of its personnel and with so much of its necessary equipment as may be readily available. In the event of a need for fire protection or emergency service, the Company shall, upon arriving at the scene of the emergency, proceed diligently to deal with such emergency and the saving of life endangered thereby.

The Company has the Town’s express permission to attend funerals, parades, trainings and drills and to conduct fundraisers for the benefit of the Company as provided in Section 1402(e)(5) of the Not-For-Profit Law and Section 204-a of the General Municipal Law.

2. **TERM**

The term of this Agreement shall be for a period of one (1) year, commencing on January 1, 2020, and shall continue through December 31, 2020 (the “Contract year”), unless sooner terminated as herein provided.

3. **COMPENSATION**

In consideration for the performance of this Contract by the Company, the Town agrees to pay the Company the sum of Three Hundred and Six Thousand Dollars and No Cents ($306,000.00), payable in one (1) installment on or before February 15, 2020. Such funds shall be used by Company for the operation and administration of the Company and for such other purposes as related to providing fire protection services as the Company sees fit.

In the event any part of this Agreement shall be terminated pursuant to the provisions of paragraph 8(B) prior to December 31, 2020, the Company shall refund the Town, on a pro-rated basis (using a daily rate), a sum of money equal to the number of days remaining in the contract year subsequent to the date of termination.
The Town shall arrange coverage for any benefits required under Workers Compensation Law and shall charge the costs thereof to the District.

4. **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

The Company agrees to maintain General Liability insurance with limits of at least One Million Dollars ($1,000,000.00) per occurrence/$2,000,000.00 General Aggregate.

It is understood that the Company shall purchase directors and officer’s liability insurance for the benefit of the Company and its officers and directors.

The Company shall maintain property damage insurance on all buildings and personal property in an amount equal to replacement cost with “All Risk” coverage.

The Company shall at all times and without any gap in coverage maintain Commercial Automobile Liability insurance with limits of at least $1,000,000.00 Combined Single Limit. The coverage shall apply to all owned, leased, hired, and non-owned vehicles including all emergency vehicles.

All insurance purchased shall be with companies who have a rating of “A” or better as rated by A.M. Best. Where appropriate, the Company shall name the Town as an additional insured on all policies of insurance, shall provide proof of such coverage to the Town, and shall cause the Town to be notified by the insurance carrier in case of any lapse of coverage.

6. **BILLING/REVENUE RECOVERY**

[Intentionally Deleted]

7. **EXPIRATION OR TERMINATION OF RESPONSIBILITIES**

Upon expiration of the term of this Agreement as provided hereunder, the Company shall have no liability or responsibility for providing services under this Agreement to any person or property within the boundaries of the District. The Company shall notify the Town if it does not wish to continue the services contained in this Agreement no later than August 20th of the Contract year.
8. **GROUND FOR TER MINATION**

A. The Company may terminate this Agreement upon the Town’s failure to deliver the monies due Company under this Agreement by the date due, so long as Company provides seven (7) days written notice to the Town of the date it will cease providing services. If the Town remits such funds to the Company during the seven (7) day notice period, the Company shall not terminate services based upon the Town’s failure to pay the annual contract payment.

B. The Town may terminate this Agreement upon the loss or suspension of the Company’s ability to deliver fire protection services, or upon the failure of Company to continuously respond to requests for emergency or fire protection services within the District’s boundaries for a period of two (2) weeks, so long as Town provides the Company written notice of the date services will no longer be permitted. The Company shall be provided the opportunity to cure such loss, suspension or failure, and shall have three (3) days from receipt of notice for the Town to cure such default, to provide adequate assurances of due performance, and to provide such protection under the terms of this Agreement.

9. **NOTICES**

All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing, and shall be deemed duly given if delivered by hand or mailed by registered or certified mail, return receipt requested, to the parties at the following address:

**Town:**

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

**Company:**

New Salem Volunteer Fire Department, Inc.  
694 New Salem Road  
Voorheesville, New York 12186

10. **SAVINGS CLAUSE**

If any provision of this Agreement is determined to be legally invalid, inoperative or unenforceable, only that particular provision shall be affected, such determination shall have no effect whatsoever on any other provision of this Agreement, and all other provisions shall remain in full force and effect. Should the law be amended such that any term of this Agreement shall be rendered null and void or unenforceable, or should the law
require a provision in this Agreement that is not presently recited, such Agreement shall be deemed amended as of the effective date of the amendment to the law.

11. **WAIVER**

No delay or failure to exercise any remedy or right occurring upon any default shall be construed as a waiver of such remedy or right, or an acquiescence in such default, nor shall it affect any subsequent default of the same or a different nature. All rights and remedies herein conferred shall be in addition to and not exclusive of any and all other rights or remedies not or hereafter existing at law or in equity.

12. **HEADINGS**

All headings and captions in this Agreement are for convenience only. They shall not be deemed part of this Agreement and shall in no way define, limit, extend or describe the scope or intent of any provisions hereof.

13. **FURTHER ASSURANCES**

The parties shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes set forth in this Agreement.

14. **BINDING EFFECT**

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executor, administrators, successors and assigns.

15. **COUNTERPARTS**

This Agreement may be executed in counterparts and each such counterpart, when taken together, shall constitute a single and binding Agreement.

16. **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The County of Albany in the State of New York is hereby designated as the place of trial for any action or proceeding arising from or in any way connected to this Agreement.
17. **NO ASSIGNMENT**

In accordance with the provisions of Section 109 of the General Municipal Law of the State of New York, the Company is hereby prohibited from assigning, transferring, conveying, or otherwise disposing of this Agreement, or its power to execute this Agreement, to any other person or corporation without the express written consent of the Town. Any such assignment or disposition without such consent shall be void and unenforceable.

18. **ANNUAL AUDIT**

The Company shall obtain an annual audit as required by Section 209-Z of the General Municipal Law and shall provide the Town with a copy of such audit within 180 days of the close of the fiscal year of the year audited.

19. **ENTIRE AGREEMENT**

This Agreement is the entire agreement among the parties and shall not be changed, except by a writing signed by the party to be charged. This Agreement shall supersede all agreements between the parties.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals as of the day and year first above written.

Town of New Scotland                  New Salem Volunteer Fire Department, Inc.

By: ___________________________  By: _______________________________
Douglas LaGrange, Supervisor                        _________________, President
Penflex, Inc. 1/1/2020-12/31/2020 Service Fee Agreement

TOWN OF NEW SCOTLAND
NEW SALEM FIRE PROTECTION DISTRICT
SERVICE AWARD PROGRAM

Standard Services Fee Schedule

Base Fee: $2,375, $0 change from 2018
Per-Participant Fee: $16, $0 change from 2018

Payment certification and trustee directive letters: $75 per letter, $0 change from 2018

Preparation of IRS forms 1099 and 1096, preparation of mailing to clients of IRS form 1096 transmittal package with instructions: $25 per each form (minimum charge $50 per client). This service is performed only if your investment provider does not provide it.

Total Estimated Standard and Distribution Services Fees: $3,500

Preparation of Financial Statement Disclosures

Disclosure Packages Provided For Program Year 2018:
NYS LOSAP Audit Package: No

Please Check 'Yes' Or 'No' For Program Year 2019:

Complete the NYS LOSAP Audit Package for a fee of $345: Yes No

This is a $0 change from 2018. Please refer to the enclosed newsletter titled 'New York State Volunteer Firefighter LOSAP Audit Requirement' for more information

Auditing Firm: _____________________________
Contact Name: _____________________________
Email Address: _____________________________

All other services are optional and are billed only when requested. Please call for fee estimates and purchase order arrangements. Optional services include additional client meetings, drafting of special correspondence and documents, and performing cost estimate calculations for proposed program amendments.

To authorize Penflex, Inc. to begin providing these services in accordance with this fee schedule, please have the Town Supervisor sign and return this Service Fee Agreement. Keep a copy for your records.

________________________
Supervisor
Town of New Scotland

Edward J. Holohan
President, Penflex, Inc.
1. Prepare for the record and for audit purposes an Annual Service Award Program Report which:
   a. documents the calculation (defined benefit plans) or allocation (defined contribution plans) of the annual Program cost;
   b. accounts for changes in the Program assets;
   c. discloses the accrued monthly Service Award (defined benefit plans) or accounts for changes to the Service Award account balance (defined contribution plans) for each participant;
   d. summarizes the major provisions of the Program;
   e. lists current payment recipients;
   f. includes a service credit listing for current participants;
   g. provides a written description of the actuarial methods and assumptions used to calculate the annual program costs (defined benefit plans only); and
   h. includes "Annual Report Commentary" correspondence which alerts officials about emerging issues and/or explains changes in the Program (such as an increase in Program funding costs).
2. Prepare an annual Service Award Program Participant Statement for each participant.
3. Communicate with the sponsor's governing board and Department/Company officials to review the Annual Report, to answer questions from volunteers about their annual statements, and to provide updates on Service Award Program related legislation.
4. Provide forms and instructions to enroll new volunteers, change beneficiaries, process benefit payments, etc.
5. At year-end, provide written instructions about how to prepare the required certified listings to be approved by the sponsor's governing board, posted by the Department/Company and sent to Penflex.
6. Project the Service Award Program cash flow needs in order to plan and formulate investment strategy.
7. Prepare written notification/explanation to be sent to persons who cease to participate in the program.
8. Trained staff available to answer questions from officials and designated client contact persons during normal business hours.
9. Review and reconcile financial statements from custodian, investment, and/or insurance providers.
10. Process payment applications, certify payment amounts and eligibility, prepare payment directives and communicate directly with the recipient, custodian, and/or paying agent when necessary.
11. Answer routine questions from auditors about the Service Award Program and the Annual Report.
12. Prepare vouchers for payments to the Service Award Program Trust Fund, if necessary.
13. Prepare and communicate preliminary cost estimates of proposed changes to Program.
15. Advise clients about Program compliance with applicable laws.
Penflex, Inc. 1/1/2020-12/31/2020 Service Fee Agreement

TOWN OF NEW SCOTLAND
ONESQUETHAW FIRE PROTECTION DISTRICT
SERVICE AWARD PROGRAM

Standard Services Fee Schedule

Base Fee: $2,375, $0 change from 2018
Per-Participant Fee: $16, $0 change from 2018

Payment certification and trustee directive letters: $75 per letter, $0 change from 2018
Preparation of IRS forms 1099 and 1096, preparation of mailing to clients of IRS form 1096 transmittal package with instructions: $25 per each form (minimum charge $50 per client). This service is performed only if your investment provider does not provide it.

Total Estimated Standard and Distribution Services Fees: $4,200

Preparation of Financial Statement Disclosures

Disclosure Packages Provided For Program Year 2018:
NYS LOSAP Audit Package: No

Please Check 'Yes' Or 'No' For Program Year 2019:
Complete the NYS LOSAP Audit Package for a fee of $345: Yes No
This is a $0 change from 2018. Please refer to the enclosed newsletter titled 'New York State Volunteer Firefighter LOSAP Audit Requirement' for more information

Auditing Firm: ________________________________
Contact Name: ________________________________
Email Address: ________________________________

All other services are optional and are billed only when requested. Please call for fee estimates and purchase order arrangements. Optional services include additional client meetings, drafting of special correspondence and documents, and performing cost estimate calculations for proposed program amendments.

To authorize Penflex, Inc. to begin providing these services in accordance with this fee schedule, please have the Town Supervisor sign and return this Service Fee Agreement. Keep a copy for your records.

_________________________
Supervisor
Town of New Scotland

Edward J. Holohan, ASA
President, Penflex, Inc.
1. Prepare for the record and for audit purposes an Annual Service Award Program Report which:
   a. documents the calculation (defined benefit plans) or allocation (defined contribution plans) of the annual Program cost;
   b. accounts for changes in the Program assets;
   c. discloses the accrued monthly Service Award (defined benefit plans) or accounts for changes to the Service Award account balance (defined contribution plans) for each participant;
   d. summarizes the major provisions of the Program;
   e. lists current payment recipients;
   f. includes a service credit listing for current participants;
   g. provides a written description of the actuarial methods and assumptions used to calculate the annual program costs (defined benefit plans only); and
   h. includes "Annual Report Commentary" correspondence which alerts officials about emerging issues and/or explains changes in the Program (such as an increase in Program funding costs).

2. Prepare an annual Service Award Program Participant Statement for each participant.

3. Communicate with the sponsor's governing board and Department/Company officials to review the Annual Report, to answer questions from volunteers about their annual statements, and to provide updates on Service Award Program related legislation.

4. Provide forms and instructions to enroll new volunteers, change beneficiaries, process benefit payments, etc.

5. At year-end, provide written instructions about how to prepare the required certified listings to be approved by the sponsor's governing board, posted by the Department/Company and sent to Penflex.

6. Project the Service Award Program cash flow needs in order to plan and formulate investment strategy.

7. Prepare written notification/explanation to be sent to persons who cease to participate in the program.

8. Trained staff available to answer questions from officials and designated client contact persons during normal business hours.

9. Review and reconcile financial statements from custodian, investment, and/or insurance providers.

10. Process payment applications, certify payment amounts and eligibility, prepare payment directives and communicate directly with the recipient, custodian, and/or paying agent when necessary.

11. Answer routine questions from auditors about the Service Award Program and the Annual Report.

12. Prepare vouchers for payments to the Service Award Program Trust Fund, if necessary.

13. Prepare and communicate preliminary cost estimates of proposed changes to Program.


15. Advise clients about Program compliance with applicable laws.
Resolution establishing and funding Capital Project HNE2

Whereas, the Town of New Scotland is desirous to repair or replace the underground water holding tank in the Northeast Water District and/or establish an additional interconnect with the Town owned water source off of Hilton Road,

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

Now therefore be it resolved, that the budget for the capital project (HNE2) Northeast Water District Tank Repair and possible interconnect:

Increase Revenues:

(HNE2) 5710 Serial Bonds $ 50,000.00

Increase Appropriations:

(HNE2) 8320.4 Water Source of Supply, Power and Pumping $ 50,000.00

And be it further resolved, that General Fund Town Outside Village- (B) be authorized to loan to the capital project sufficient cash monies for adequate cash flow at an interest rate of 0.05% per annum
December 6, 2019
File: Northeast Water District

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

Reference: Task Order Request
Northeast Water District Underground Fiberglass Tank Repair
Town of New Scotland, Albany County, New York
Town Fund WN 8340.41

Dear Supervisor LaGrange,

Stantec Consulting Services, Inc., (Stantec) is pleased to submit this Task Order Request, in accordance with our Town Designated Engineer Master Services Agreement, for services including providing a preferred recommendation of fiberglass tank repair, preparing a brief technical specification, requesting/evaluating quotes from qualified contractors, and providing an award recommendation.

PROJECT UNDERSTANDING:

Stantec was notified of an approximate 3-foot long vertical crack in the 25-year old underground 18,000 gallon fiberglass tank in the Northeast Water District. Town forces discovered the leak when noticing unusual high master meter readings at the booster station. The Town has since switched over to the Village of Voorheesville interconnect, shutting down the wells at the Northeast Water District and relying on the Village of Voorheesville to supply the Northeast Water District with potable water. This switch has resulted in a substantial increase in the cost of water supplied to the Northeast Water District. The financial burden has made this a top priority to assess the current tank condition, provide repair options, repair the tank and switch the Northeast Water District back to their own supply wells.

SCOPE OF SERVICES:

Tasks to be undertaken for Northeast Water District Underground Tank Repairs:

- Generate one technical specification for a fiberglass repair contractor to assess the existing tank condition and to repair the known vertical 3-foot crack just above the outlet pipe of the existing 18,000 gallon underground tank;
Reference: Task Order Request – Northeast Water District – Underground Fiberglass Tank Repair

- Request written quotes from qualified Fiberglass Tank Repair Contractors (up to 3 quotes);
- Evaluate the quotes and provide Town with a recommendation of award (lowest qualified quote);
- Coordination with the Town and the contractor and two stop-by site visits to monitor the repair work. (up to 6 hours)

Assumptions:

- Efforts beyond the currently identified scope will be requested and agreed upon prior to commencing work.
- If the tank is found to be beyond repair or if other defects are discovered additional services and/or scope may be needed.
- This project appears it will fall below the State and Town competitive bidding threshold and is therefore expected to not go to public bid. No formal bidding services are included.
- Schedule is dependent on contractor availability and response time.

Professional Services Budget and Schedule:

Stantec proposes to bill each task as indicated in the Budget and Schedule Summary table below. The budget estimate included in the table is based on our understanding and assumptions and the scope of work, previously described. 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.

<table>
<thead>
<tr>
<th>TASKS</th>
<th>BUDGET ESTIMATE</th>
<th>PROPOSED SCHEDULE</th>
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<tbody>
<tr>
<td>Task #</td>
<td>Task Description</td>
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<tr>
<td>300</td>
<td>Tank Repair</td>
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</table>

TOTAL ESTIMATED COST $3,800
Reference: Task Order Request – Northeast Water District – Underground Fiberglass Tank Repair

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) 452-4358 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

Garrett Frueh, PE, ENV SP
Project Manager

Authorization to Proceed:

__________________________________________  ____________________________
Douglas LaGrange, Supervisor                Date:
Town of New Scotland

c. Town Board
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<thead>
<tr>
<th>Account Description</th>
<th>Fee Description</th>
<th>Account#</th>
<th>Qty</th>
<th>Local Share</th>
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Sub-Total: $20.00
Sub-Total: $1,993.00
Sub-Total: $10,438.00
Sub-Total: $297.00
Sub-Total: $134.76
Sub-Total: $33.69
Sub-Total: $480.00
Sub-Total: $10,699.21
Sub-Total: $10,599.21
Sub-Total: $5,016.00
Sub-Total: $225.00
Sub-Total: $10.00
Sub-Total: $33.46
Sub-Total: $600.00
Sub-Total: $150.00
Sub-Total: $100.00
Sub-Total: $1,630.45
Sub-Total: $121.50
Sub-Total: $950.00
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Sub-Total: $60.00
Sub-Total: $20.00
Sub-Total: $41,000.00
Sub-Total: $1,900.00
Sub-Total: $343.75
Sub-Total: $620.00
Sub-Total: $558.33
Sub-Total: $620.00

Total Local Shares Remitted: $78,054.15

Amount paid to: NYS Ag. & Markets for spay/neuter program
Amount paid to: NYS Environmental Conservation

Total State, County & Local Revenues: $78,654.69
Total Non-Local Revenues: $600.54

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: 12-3-19

[Signature]
Town Clerk
Date: 12/21/19
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 November 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>
</table>

STATE OF NEW YORK

COUNTY OF Allegany
TOWN OF New Scotland

Patricia Barber, being duly sworn, says that she is the Clerk 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 2nd day of December 2019

RECEIPT OF SUPERVISOR

Total amount Fees Remitted to the Supervisor $0

RECEIVED PAYMENT

Dated: 12-3-19

Supervisor
November 13, 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 Judge Johnson handled for the month of October 2019:

- Started Cases – 86 (BOTH JUDGES)
- Closed Cases - 28

Money collected - $5228.00

If you would like more detailed or further information, please do not hesitate to contact me.

Sincerely,

Elizabeth Vadney
Clerk to the Justice Johnson
November 13, 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 Judge Wukitsch handled for the month of October 2019:

- Started Cases – 86 (BOTH JUDGES)
- Closed Cases - 35

Money collected - $5210.00

If you would like more detailed or further information, please do not hesitate to contact me.

Sincerely,

Elizabeth Vadney
Clerk to the Justice Wukitsch

8– Site Visits
16 - Construction inspections
8- Plan Reviews
19- Permits issued
17- C.O.’s issued
3-Applications submitted to ACPB
21-SW Construction site reports reviewed
2-New Foil Request
12-Meetings with applicants, agents, and town employees
2-Minor Subdivision approved.
1 day – Stormwater working group meeting held at SUNY Albany

Items of Interest:

1) Maxim Subdivision Plat Stamped and Filed. Precon Meeting held.
2) Stewart’s Feura Bush opened for business. Permit for diesel tank, new canopy, site work, and vegetation still ongoing.

Jeremy Cramer
Building/Zoning Administrator

RECEIVED
NOV 13 2019
SUPERVISOR
## Pay the Bills
### December 11, 2019

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<th>Abstract #</th>
<th>Vouchers</th>
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<tr>
<th>Abstract#</th>
<th>Vouchers</th>
<th>Amount</th>
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<td>12/06/2019</td>
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<td>12/06/2019</td>
<td>20191523</td>
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</table>
Whereas, there is a need to provide additional funding for amounts made or to be made in excess of the appropriation provided in the adopted budget, the Town Board resolves to provide funding as follows:

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<tr>
<th>FROM CODE TO CODE</th>
<th>CODE</th>
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To appropriate money from fund balance to Refuse/contractual for amount over budget.
To move appropriation from Fund Balance to State Retirement for amount over budget.
To increase both revenue/sewer service charges and expenditure/sewer admin./contractual for amount over budget for training.
To increase both revenue/metered water rents and State Retirement for amount over budget.
To move appropriation from Fund Balance to State Retirement for amount over budget.
To increase revenue and expenditure for amount over budget.
To move appropriation from Fund Balance to med./dent. ins. for amount over budget.
To increase revenue and expenditure for amount over budget.
To move appropriation from Fund Balance to Social Security for amount over budget.
To move appropriation from Fund Balance to State Retirement for amount over budget.
To move appropriation from Fund Balance to Water Admin./Personal service for amount over budget.
To appropriate money from Fund Balance to Water Admin./contractual for amount over budget – mainly due to hot air furnace replacement ($2,480.00)
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The Town Board hereby resolves, pursuant to authority in Town Law, section 112, to amend the Town’s 2019 budget as stated above.