

2017 Organizational Meeting – January 11th at 6:30 pm

TOWN OF NEW SCOTLAND
TOWN BOARD MEETING
January 11, 2017 - 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*
 - **December 7, 2016 Special Town Board Meeting**
 - **December 14, 2016 Regular Town Board Meeting**

5. **Discussion/Action re 2017 changes to Water and/or Sewer District Rates:** *Mr. LaGrange*
 - **Feura Bush Water District** *Attachment #1*
 - **Heldervale Water District**
 - **Heldervale Sewer District**

6. **Bond resolution regarding purchase and financing of highway department dump/snow plow truck** *Mr. LaGrange*
Attachment #1a

7. **Discussion/Action re: appointment of Town Justice for a term of February 1, 2017 through December 31, 2017 to fill Justice Margaret Adkins vacated position.** *Mr. LaGrange*

8. **Fire and Ambulance:** *Mr. LaGrange*
 - **Discussion/action re: 2017 Onesquethaw Fire & Ambulance contract** *Attachment #2*
 - **Review and approve the 2016 Service Award Program List for the Onesquethaw Fire District LOSAP** *Attachment #2a*
 - **Discussion/action re: 2017 New Salem Fire contract** *Attachment #2b*

9. **Engineering:**
 - **Authorize Supervisor to execute Town Designated Engineer 2016 Master Service Agreement with Barton & Loguidice** *Attachment #3*
 - **Authorize Supervisor to execute Town Designated Engineer 2016 Master Service Agreement with Stantec Engineering** *Attachment #3a*
 - **Stantec Engineering Task Order Requests**
 - **General Town Engineering Services** *Attachment #3b*
 - **Zoning Board Consulting** *Attachment #3c*
 - **Planning Board Consulting** *Attachment #3d*

- Highway Dept. Consulting, Administrative & Capital Outlay *Attachment #3e*
 - Clarksville Water, Feura Bush Water, & Swift Road Water *Attachment #3f*
 - Storm sewers *Attachment #3g*
 - Stantec recommendation to reduce Phase 3 letter of credit for Colonie Country Club Estates Subdivision *Attachment #3h*
10. Highway Department: *Mr. Guyer*
- Mohawk & Hudson River Humane Society 2017 Agreement *Attachment #4*
11. Discussion/Action re: franchise and utilities audit by Computel *Mr. Greenberg*
12. Discussion re: Charter Communications (formerly Time Warner Cable) franchise agreement renewal *Mr. Greenberg*
13. Update on Hilton Barn *Mr. Greenberg*
14. Liaison Reports *Various Board Members*
15. Departmental Monthly Reports:
- Town Clerk, December 2016 *Attachment #5*
 - Town Clerk, 2016 Annual Report *Attachment #5a*
 - Registrar, December 2016 *Attachment #5b*
 - Registrar, 2016 Annual Report *Attachment #5c*
16. Invitation to the Public to Discuss Non-Agenda Items *Mr. LaGrange*
17. Pay the Bills *Mr. LaGrange*
Attachment #6
18. Approve any Budget Modifications *Mr. LaGrange*
Attachment #7
19. Possible motion for Executive Session to discuss requested change in status by Town employee and to also discuss ongoing contract negotiations *Mr. LaGrange*
20. Adjourn *Mr. LaGrange*

Prior 2016 Rates
Town of New Scotland Water/Sewer Rates

Feura Bush Water District		
<u>Gallons</u>	<u>Rate per 1k gallon</u>	<u>Minimum</u>
0-15,000	\$10.00	\$150.00
15,001-60,000	\$10.50	
60,001+	\$11.00	

Heldervale Water District		
<u>Gallons</u>	<u>Rate per 1k gallon</u>	<u>Minimum</u>
0-15,000	\$15.00	\$225.00
15,001+	\$16.00	

Heldervale Sewer District		
<u>Gallons</u>	<u>Rate per 1k gallon</u>	<u>Minimum</u>
0-15,000	\$7.50	\$112.50
15,001+	\$8.00	

2017		
<u>Town of New Scotland Revised Water/Sewer Rates</u>		
Feura Bush Water District		
<u>Gallons</u>	<u>Rate per 1k gallon</u>	<u>Minimum</u>
0-15,000	\$11.00	\$165.00
15,001-60,000	\$11.50	
60,001+	\$12.00	
Heldervale Water District		
<u>Gallons</u>	<u>Rate per 1k gallon</u>	<u>Minimum</u>
0-15,000	\$15.50	\$232.50
15,001+	\$16.50	
Heldervale Sewer District		
<u>Gallons</u>	<u>Rate per 1k gallon</u>	<u>Minimum</u>
0-15,000	\$8.00	\$120.00
15,001+	\$9.00	

**BOND RESOLUTION
ACQUISITION OF DUMP TRUCK**

A meeting of the Town Board of the Town of New Scotland, Albany County, New York was convened in public session at the Town Hall located at 2029 New Scotland Road in the Town of Slingerlands, New York on Wednesday, January 11, 2017 at 7:00 o'clock p.m., local time.

The meeting was called to order by the Town Supervisor and, upon roll being called, the following members were:

PRESENT:

- | | |
|-----------------------|-----------------|
| Douglas LaGrange | Town Supervisor |
| Adam Greenberg | Board Member |
| William Hennessy, Jr. | Board Member |
| Laura TenEyck | Board Member |
| Patricia Snyder | Board Member |

ABSENT:

The following persons were ALSO PRESENT:

The following resolution was offered by _____, seconded by _____, to wit;

BOND RESOLUTION DATED JANUARY 11, 2017

A RESOLUTION AUTHORIZING THE ACQUISITION OF ONE (1) DUMP TRUMP, AUTHORIZING THE ISSUANCE OF SERIAL BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$190,000 OF THE TOWN OF NEW SCOTLAND, ALBANY COUNTY, NEW YORK, PURSUANT TO THE LOCAL FINANCE LAW TO FINANCE SAID PURPOSE AND DELEGATING THE POWER TO ISSUE BOND ANTICIPATION NOTES IN ANTICIPATION OF THE SALE OF SUCH BONDS TO THE TOWN SUPERVISOR.

BE IT RESOLVED, by the Town Board of the Town of New Scotland, Albany County, New York (the "Town") (by the favorable vote of not less than two-thirds of all the members of the Board) as follows:

SECTION 1. The specific purpose (hereinafter referred to as “purpose”) to be financed pursuant to this resolution is the acquisition of one (1) Dump Truck and related equipment. The maximum cost of said purpose will not exceed \$190,000.

SECTION 2. The Town Board plans to finance the maximum estimated cost of said purpose by the issuance of serial bonds in an amount not to exceed \$190,000 of said Town, hereby authorized to be issued therefor pursuant to the Local Finance Law.

SECTION 3. It is hereby determined that the acquisition of one (1) Dump Truck and related equipment, is an object or purpose described in subdivision 28 of paragraph (a) of Section 11.00 of the Local Finance Law, and that the period of probable usefulness of said purpose is fifteen (15) years.

SECTION 4. Current funds are not required to be provided prior to the issuance of the bonds authorized by this resolution or any notes issued in anticipation of the sale of said bonds.

SECTION 5. It is hereby determined that the proposed maturity of the obligations authorized by this resolution will not be in excess of five years.

SECTION 6. The faith and credit of said Town are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property of said Town a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

SECTION 7. Subject to the provisions of this resolution and of the Local Finance Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals of said notes and of Section 21.00, Section 50.00, Sections 56.00 to 60.00, Section 62.00, Section 63.00 and Section 164.00 of the Local Finance Law, the powers and duties of the Town Board pertaining or incidental to the sale and issuance of the obligations herein authorized, including but not limited to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said notes, are hereby delegated to the Town Supervisor, the chief fiscal officer of the Town.

SECTION 8. The temporary use of available funds of the Town, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, has been authorized by a “Notice of Intent” approved by the Town Board at a meeting held on November 9, 2016 and is therefore authorized pursuant to Section 165.10 of the Local Finance Law, for the capital purposes described in Section 1 of this resolution. The Town then reasonably expects to reimburse such expenditure with the proceeds of the bonds or bond anticipation notes authorized by Section 2 of this resolution. The “Notice of Intent” approved by the Town Board on November 9, 2016 shall constitute the declaration of the Town’s “official intent” to reimburse the expenditures authorized by Section 1 hereof with the proceeds of the

bonds and notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

SECTION 9. The Town Supervisor is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution, and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the bonds authorized by this resolution, and any notes issued in anticipation thereof as "qualified tax-exempt bonds" in accordance with Section 265(b)(3)(B)(i) of the Code.

SECTION 10. The Town Supervisor is further authorized to enter into a continuing disclosure agreement with the initial purchaser of the bonds or notes authorized by this resolution, containing provisions which are satisfactory to such purchaser in compliance with the provisions of Rule 15c12-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

SECTION 11. The Town has determined that the acquisition of one (1) Dump Truck and related equipment is a "Type II action" that will not have a significant effect on the environment and, therefore, no other determination or procedures under the State Environmental Quality Review Act ("SEQR") is required.

SECTION 12. The validity of said serial bonds or of any bond anticipation notes issued in anticipation of the sale of said serial bonds may be contested only if:

(1) (a) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or

(b) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication; or

(2) Said obligations are authorized in violation of the provisions of the Constitution of New York.

SECTION 13. The Town Clerk is hereby authorized and directed to publish this resolution, or a summary thereof, together with a notice in substantially the form provided by Section 81.00 of said Local Finance Law, in the official newspaper or newspapers of the Town.

SECTION 14. This resolution is not subject to permissive referendum pursuant to Section 35.00 b.1.(1) of the Local Finance Law and shall take effect immediately.

The question of the adoption of the foregoing resolution was duly put to vote on a roll call, which resulted as follows:

Douglas LaGrange	VOTING _____
Adam Greenberg	VOTING _____
William Hennessy, Jr.	VOTING _____
Laura TenEyck	VOTING _____
Patricia Snyder	VOTING _____

The foregoing resolution was thereupon declared duly adopted.

CERTIFICATE OF RECORDING OFFICER

The undersigned hereby certifies that:

(1) She is the duly qualified and acting Clerk of the Town of New Scotland, New York (hereinafter called the "Town") and the custodian of the records of the Town, including the minutes of the proceedings of the Town Board, and is duly authorized to execute this certificate.

(2) Attached hereto is a true and correct copy of a resolution duly adopted at a meeting of the Town Board held on the 11th day of January, 2017 and entitled:

A RESOLUTION AUTHORIZING THE ACQUISITION OF ONE (1) DUMP TRUCK, AUTHORIZING THE ISSUANCE OF SERIAL BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$190,000 OF THE TOWN OF NEW SCOTLAND, ALBANY COUNTY, NEW YORK, PURSUANT TO THE LOCAL FINANCE LAW TO FINANCE SAID PURPOSE AND DELEGATING THE POWER TO ISSUE BOND ANTICIPATION NOTES IN ANTICIPATION OF THE SALE OF SUCH BONDS TO THE TOWN SUPERVISOR.

(3) Said meeting was duly convened and held and said resolution was duly adopted in all respects in accordance with law and the regulations of the Town. To the extent required by law or said regulations, due and proper notice of said meeting was given. A legal quorum of members of the Town Board was present throughout said meeting, and a legally sufficient number of members (2/3 of the Town Board) voted in the proper manner for the adoption of the resolution. All other requirements and proceedings under law, said regulations, or otherwise, incident to said meeting and the adoption of the resolution, including any publication, if required by law, have been duly fulfilled, carried out and otherwise observed.

(4) The seal appearing below constitutes the official seal of the Town and was duly affixed by the undersigned at the time this certificate was signed.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand this ____ day of January, 2017.

(SEAL)

Town Clerk
Town of New Scotland

NOTICE OF BOND RESOLUTION

NOTICE IS HEREBY GIVEN that a resolution, a summary of which is published herewith, has been adopted for the Town Board of the Town of New Scotland, Albany County, on the 11th day of January, 2017. The validity of the obligations authorized by such resolution may be hereafter contested only if:

(1) (a) such obligations were authorized for an object or purpose for which the Town of New Scotland is not authorized to expend money, or

(b) if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication of this notice; or

(2) such obligations were authorized in violation of the provisions of the Constitution of New York.

SUMMARY OF RESOLUTION

The following is a summary of a resolution adopted by the Town Board of the Town of New Scotland on January 11, 2017. Said resolution authorizes the issuance and sale of a serial bond or bonds and a bond anticipation note or notes in anticipation of the issuance and sale of said serial bonds, in an amount not to exceed \$190,000. The proceeds from the sale of the obligations authorized in said resolution shall be used for the specific purpose of financing one (1) Dump Truck and related equipment having a period of probable usefulness is fifteen (15) years. A copy of the resolution summarized herein is available for public inspection during normal business hours at the Office of the Town Clerk located in the Town Hall, Town of New Scotland, New York.

Onesquethaw Volunteer Fire Company, Inc.

**CONTRACT FOR FIRE PROTECTION
AND
EMERGENCY AMBULANCE SERVICES FOR THE YEAR 2017**

THIS AGREEMENT, made the ____ day of January 2017, 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, 2017, and shall continue through December 31, 2017, 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 Forty-six Thousand Eight Hundred (\$246,800.00) Dollars for Fire protection services and Twenty-eight Thousand (\$28,000.00) Dollars for Ambulance services by the 1st of March, 2017. 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, 2017, 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:

<u>Town:</u>	<u>Company:</u>
Town Supervisor Town of New Scotland 2029 New Scotland Road Slingerlands, New York 12159	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: _____
Douglas LaGrange, Supervisor

By: _____
Debra M. Lobdell, President

By: _____
Earl Miller, Secretary

2016 Service Award Program Firefighter Records

Onesquethaw Fire Protection District Service Award Program

Accrued 2016
Service Points

Sender	Credit	Earned	Mailing Address	City, State & Zip Code	Status
M	3	<u>0</u>	784 Clarksville South Road	Feura Bush, NY 12067	Active
M	24	<u>64</u>	24 Dunbar Hollow Road	Clarksville, NY 12041	Active
F	11	<u>83</u>	253 Stove Pipe Road	Voorheesville, NY 12186	Active
M	1	<u>60</u>	2004 Delaware Turnpike/PO Box 301	Clarksville, NY 12041	Active
M	2	<u>38</u>	107 Hilton Road	Slingerlands, NY 12159	Active
M	8	<u>74</u>	4 Upper Flat Rock Road	Delmar, NY 12054	Active
M	6	<u>57</u>	316 Kenwood Avenue	Delmar, NY 12054	Active
M	21	<u>99</u>	1127 Delaware Turnpike	Delmar, NY 12054	Active
M	1	<u>46</u>	709 Starr Road	Ravena, NY 12143	Active
M	7	<u>1</u>	12 Darcy Lane	Clarksville, NY 12041	Active
M	0	<u>47</u>	2036 Delaware Turnpike	Clarksville, NY 12041	Active
M	4	<u>15</u>	329 Unionville-Feura Bush Road	Feura Bush, NY 12067	Active
M	26	<u>74</u>	9 Sunset Vista Lane	Feura Bush, NY 12067	Active
M	0	<u>26</u>	404 Morning Star Lane 23 North St	Feura Bush, NY 12067 Delmar, NY 12054	Active
M	6	<u>46</u>	1420 Indian Fields Road	Feura Bush, NY 12067	Active
M	26	<u>54</u>	34 Marsdale Court	Selkirk, NY 12158	Active
M	14	<u>97</u>	297 Stove Pipe Road	Voorheesville, NY 12186	Active
M	26	<u>74</u>	253 Stove Pipe Road	Voorheesville, NY 12186	Active
F	7	<u>60</u>	297 Stove Pipe Road	Voorheesville, NY 12186	Active
M	11	<u>118</u>	253 Stove Pipe Road	Voorheesville, NY 12186	Active

Last Name	First Name	MI
1 Baker	Samuel	I.
2 Cable	James	B.
3 Carter	Nicole	C.
4 Collins	James	W.
5 DiBona	Bryan	
6 Dooley, Sr.	Steven	C.
7 Foley	Michael	T.
8 Freitrofer	John	D.
9 Furman	Charles	V.
10 Gifford	Drew	L.
11 Giglia	Charles	V.
12 Haskell	Kevin	R.
13 Heilman	Frederick	R.
14 Herrington	Reid	K.
15 Hildenbrand	Joseph	C.
16 Hoffman	Wayne	K.
17 Houck	Jacob	J.
18 Houck	Jeffrey	R.
19 Houck	Jenna	L.
20 Houck	Peter	M.

Please reference the Instructions before con

g. All blank entries must be completed prior to certification.

2016 Service Award Program Firefighter Records

Onesquethaw Fire Protection District Service Award Program

Accrued 2016

Gender	Credit	Points Earned	Mailing Address	City, State & Zip Code	Status
M	0	0	PO Box 38, 25 New Scotland Avenue	Feura Bush, NY 12067	Active
M	0	0	1105 Delaware Turnpike	Delmar, NY 12054	Active
M	3	37	87 Dominski Lane	Delmar, NY 12054	Active
F	1	91	1977 Delaware Turnpike	Clarksville, NY 12041	Active
M	12	41	PO Box 53, 2042 Delaware Turnpike	Clarksville, NY 12041	Active
M	14	124	26 Brimanda Lane	Ravena, NY 12143	Active
F	4	58	2027 Indian Fields Road	Feura Bush, NY 12067	Active
M	10	85	2027 Indian Fields Road	Feura Bush, NY 12067	Active
F	26	104	1851 Delaware Turnpike	Delmar, NY 12054	Active
M	0	0	89 Maple Road	Voorheesville, NY 12186	Active
M	3	114	16 Plank Road	Feura Bush, NY 12067	Active
F	7	68	9 Plank Road	Feura Bush, NY 12067	Active
M	5	97	1089 Delaware Turnpike	Delmar, NY 12054	Active
M	26	117	1089 Delaware Turnpike	Delmar, NY 12054	Active
M	0	4	2003 Delaware Turnpike	Clarksville, NY 12041	Active
M	12	62	215 North Road	Voorheesville, NY 12186	Active
M	1	85	PO Box 81/1990 Delaware Turnpike	Clarksville, NY 12041	Active
M	3	63	PO Box 81/1990 Delaware Turnpike	Clarksville, NY 12041	Active
F	1	83	16 Plank Road	Feura Bush, NY 12067	Active
M	16	12	245 Spore Road	Delmar, NY 12054	Active

Last Name	First Name	MI
21 Houghtaling	Charles	E.
22 Hughes	Alan	B.
23 Inving	Justin	W.
24 Jones	Melanie	D.
25 Kirk	Robert	W.
26 LaDuke Sr.	Daniel	J.
27 Latham	Jessica	L.
28 Latham	Matthew	A.
29 Lobdell	Debra	M.
30 Lundgren	Ryan	K.
31 Mauro	Thomas	J.
32 McCooney	Michelle	L.
33 Mudge	James	C.
34 Mudge	Jeffrey	C.
35 O'Brien	Devon	J.
36 Pauley	Scott	A.
37 Pierce	Christopher	T.
38 Pierce	Kevin	C.
39 Relyea	Kimberly	J.
40 Rutnik	Michael	J.

Please reference the Instructions before comi

All blank entries must be completed prior to certification.

2016 Service Award Program Firefighter Records

Onesquethaw Fire Protection District Service Award Program

Accrued 2016

Service Points

Under	Credit	Earned	Mailing Address	City, State & Zip Code	Status
M	17	<u>128</u>	PO Box 324, 910 Bridge Street	Selkirk, NY 12158	Active
F	4	<u>34</u>	1119 Delaware Turnpike	Delmar, NY 12054	Active
F	12	<u>79</u>	PO Box 74, 2 Verda Avenue	Clarksville, NY 12041	Active
F	3	<u>78</u>	PO Box 74, 2 Verda Avenue	Clarksville, NY 12041	Active
M	26	<u>70</u>	PO Box 71, 1496 Indian Fields Road	Feura Bush, NY 12067	Active
M	5	<u>62</u>	7 Fissette Drive	Feura Bush, NY 12067	Active
F	0	<u>45</u>	34 Harvest Ridge Road	Selkirk, NY 12158	Active
M	1	<u>90</u>	13 Hart Terrace, Box 94	Clarksville, NY 12041	Active
M	22	<u>88</u>	PO Box 202, 12 Hart Terrace	Clarksville, NY 12041	Active
M	2	<u>86</u>	PO Box 202	Clarksville, NY 12041	Active
M	14	<u>46</u>	95 Winne Lane	Feura Bush, NY 12067	Active
F	13	<u>63</u>	215 North Road	Voorheesville, NY 12186	Active
M	26	<u>67</u>	1749 Delaware Turnpike	Delmar, NY 12054	Entitled 1/07, Active
M	15	<u>87</u>	PO Box 24	Clarksville, NY 12041	Entitled 1/06, Active
M	6	<u>0</u>	15 Pines Court	Albany, NY 12203	Entitled 1/09, Active Dec 2016
M	12	<u>61</u>	1412 Delaware Turnpike	Delmar, NY 12054	Entitled 1/05, Active
F	13	<u>75</u>	1774 Tarrytown Road	Feura Bush, NY 12067	Entitled 1/04, Active
M	26	<u>60</u>	1851 Delaware Turnpike	Delmar, NY 12054	Entitled 1/00, Active
F	26	<u>62</u>	1191 Delaware Turnpike	Delmar, NY 12054	Entitled 1/99, Active
M	22	<u>82</u>	1851 Delaware Turnpike	Delmar, NY 12054	Entitled 1/05, Active

Last Name	First Name	MI
41 Salisbury	Michael	C.
42 Salway	Yasmin	N.
43 Silvano	Sherry	L.
44 Silvano	Tiffany	M.
45 Spaulding	Fred	N.
46 Spaulding	Zachary	J.
47 Sullivan	Meagan	E.
48 VanPraag	Ethan	M.
49 Voorhaar	Richard	T.
50 Voorhaar	Ryan	C.
51 Winne	Todd	M.
52 Wright	Florence	T.
53 Cable	Burt	
54 Comstock	John	W.
55 Dominski Jr.	Joseph	V.
56 Dorgan	Michael	J.
57 Grose-Johnson	Judith	
58 Ingraham	David	E.
59 LaDuke	Arlene	A.
60 Lobdell	Paul	E.

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2016 Service Award Program Firefighter Records

Onesquethaw Fire Protection District Service Award Program

Accrued 2016

Last Name	First Name	MI	Gender	Credit	Points Earned	Mailing Address	City, State & Zip Code	Status
61 Miller	Earl	C.	M	26	89	PO Box 224, 245 Flat Rock Road	Clarksville, NY 12041	Entitled 1/02, Active
62 Palmatier	Donald	S.	M	26	81	584 Rowe Road	Feura Bush, NY 12067	Entitled 1/07, Active
63 Salisbury	William	H.	M	8	90	PO Box 21	Feura Bush, NY 12067	Entitled 1/09, Active
64 Stein	Geoffrey	N.	M	18	17	PO Box 126, 2 Slingerlands Avenue	Clarksville, NY 12041	Entitled 1/05, Active
65 Stickley	Richard	E.	M	25	15	PO Box 145, 1055 Clarksville So Road	Clarksville, NY 12041	Entitled 1/97, Active
66 Von Ronne	Ronald	J.	M	3	5	1219 Delaware Turnpike	Delmar, NY 12054	Entitled 1/11, Active
67 Weller	Joseph	D.	M	26	14	PO Box 216	Clarksville, NY 12041	Entitled 1/96, Active
68 Whitbeck	Howard	T.	M	10	60	174 Lower Flat Rock Road	Feura Bush, NY 12067	Entitled 1/10, Active
69 Wright	John	D.	M	11	55	146 Game Farm Road	Delmar, NY 12054	Entitled 1/11, Active
70 Bintz	John	E.	M	6	0	504 Katie Lane	Altamont, NY 12009	Entitled 1/16
71 Briscoe	David	W.	M	15	0	514 Reed Street, PO Box 706	Northville, NY 12134	Entitled 1/01
72 DeCrescenzo	Linda	S.	F	11	0	132 Game Farm Road	Delmar, NY 12054	Entitled 1/11
73 Hansen	Victor	D.	M	8	0	PO Box 229, 27 Hart Terrace	Clarksville, NY 12041	Entitled 1/04
74 Meyer	Michael	T.	M	8	0	PO Box 335	Crownpoint, NY 12128	Entitled 1/14
75 Powers	Larry	H.	M	6	0	3620 SE 22nd Place	Ocala, FL 34471	Entitled 1/16
76 Van Buren, Sr.	James	V.	M	10	0	29 Wolfe Hill Road	Voorheesville, NY 12186	Entitled 1/99
77 Appleby	Andrew	J.	M	9	0	20 Stove Pipe Road	Voorheesville, NY 12186	Vested/Left Dept. '06
78 Appleby	Lansing	A.	M	7	0	PO Box 132	Clarksville, NY 12041	Vested/Left Dept. '97
79 Cable	Lynne		F	6	0	24 Dunbar Hollow Road	Clarksville, NY 12041	Vested/Left Dept. '96
80 Cootware	Ashley	M.	F	5	0	9104 Tremay Lane	Selkirk, NY 12158	Vested/Left Dept. '11

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2016 Service Award Program Firefighter Records

Onesquethaw Fire Protection District Service Award Program

Accrued 2016

Service Points

Sender	Credit	Earned	Mailing Address	City, State & Zip Code	Status
M	12	0	330 New Salem South	Voorheesville, NY 12186	Vested/Left Dept. '12
M	5	0	1017 CR 402	Westerlo, NY 12193	Vested/Inactive '12
M	10	0	18 Cygnet Circle	Slingerlands, NY 12159	Vested/Assoc. Member
M	5	0	PO Box 8, 1972 Delaware Tpke	Clarksville, NY 12041	Vested/Inactive '14
M	7	0	PO Box 142, 2087 Delaware Tpke	Clarksville, NY 12041	Vested/Left Dept.
M	7	0	2966 New Scotland Road	Voorheesville, NY 12186	Vested/Inactive '14
M	6	0	1036 Marshall Avenue	Cincinnati, OH 45225	Vested/Left Dept. '97
F	13	0	245 Spore Road	Delmar, NY 12054	Vested/Left Dept.
M	6	0	9 Lehner Road	Albany, NY 12203	Vested/Left Dept. '05
F	5	0	PO Box 202, 12 Hart Terrace	Clarksville, NY 12041	Vested/Inactive '98
F	6	0	5681 West Conestoga Street	Beverly Hills, FL 34465	Vested/Left Dept. '96
M	8	0	PO Box 227, 2038 Delaware Tpke	Clarksville, NY 12041	Vested/Inactive '14

Last Name	First Name	MI
81 Donovan	Mitchell	
82 Dooley, Jr.	Steven	C.
83 Hornick	Adam	N.
84 Latham	Anthony	J.
85 Leonard	Dustin	K.
86 Loucks	Randy	K.
87 Myers, III	Walter	R.
88 Rutnik	Karen	A.
89 Rutnik	Matthew	M.
90 Voorhaar	Elise	M.
91 West	Lynne	M.
92 Wilson	Mark	A.

Please reference the Instructions before com

All blank entries must be completed prior to certification.

New Salem Volunteer Fire Department, Inc.

**CONTRACT
FOR
FIRE PROTECTION SERVICES FOR THE YEAR 2017**

THIS AGREEMENT, made as of the _____ day of January 2017, 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.

ATTACHMENT #2b

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, 2017, and shall continue through December 31, 2017 (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 Two Hundred Ninety-two Thousand Dollars and No Cents (\$292,000.00), payable in one (1) installment on or before February 15, 2017. 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, 2017, 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. GROUNDS FOR TERMINATION

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: _____
Douglas LaGrange, Supervisor

By: _____
_____, President

**TOWN DESIGNATED ENGINEER
MASTER SERVICES AGREEMENT**

THIS MASTER SERVICES AGREEMENT (the “Agreement”) dated as of January 1, 2017, is between Barton & Loguidice, D.P.C., with its place of business located at 10 Airline Drive, Suite 200, Albany, NY 12205 (the “Engineer”), and the Town of New Scotland, New York, with its place of business located at Town Hall, 2029 New Scotland Road, Slingerlands, New York 12151 (the “Owner”).

RECITALS

- A. Owner anticipates requesting Engineer to provide consulting and/or professional engineering services (hereafter referred to as “Special Projects Services”) based on individually agreed upon scope of services and fees.
- B. Engineer is willing to perform consulting and professional engineering services pursuant to the terms and conditions set forth herein.

TERMS

NOW, THEREFORE, in consideration of the matters recited above and of the mutual representations, warranties, covenants and agreements set forth in this Agreement, the parties agree as follows:

- 1. General. This Agreement sets forth the general terms and conditions under which Engineer will perform consulting and/or professional engineering services for Owner. Services are to include Special Project Services as generally described in **Exhibit A** of this Agreement. The specific scope of Special Project Services to be performed by Engineer for Owner will be fully described and set forth in a written Task Order to be signed by Owner and Engineer prior to the Engineer undertaking any particular service or to enter into a Task Order. In the event of any inconsistency between this Agreement and a Task Order, the terms of this Agreement will prevail unless the provision in the Task Order specifically states that it is to take precedence over this Agreement.
- 2. Term. This Agreement is effective from the date set forth above for a period of one year unless otherwise terminated as provided hereafter. Either party may terminate the Agreement at any time upon 30 days written notice to the other party so long as there are no outstanding Task Order(s) in effect at the time of termination. If there are obligations remaining to be performed under an outstanding Task Order, this Agreement (and the Task Order) may only be terminated by a party following a default by the other party in the performance of its duties or obligations under this Agreement or the Task Order and such default has not been remedied within 30 days after notice thereof has been given to the defaulting party. Following any such termination, Engineer shall be entitled to compensation for all Service performed prior to the date of termination. However, the Owner shall at all times reserve the right to direct the Engineer to suspend or discontinue work on any and all Task Orders.

3. Duties of Engineer. Engineer shall perform the Service in a good and workmanlike manner in accordance with generally accepted professional standards and the terms of an applicable Task Order. Accordingly, the Engineer will:

- (a) Furnish the management, technical and other personnel required to perform the Service;
- (b) Furnish such supplies, equipment and apparatus, if any, as may be specific to perform the Service;
- (c) Deliver to the Owner all reports, drawings, specifications, summary of analysis and recommendations, and other deliverables, if any, in both electronic and paper versions as well as in the products software format (i.e. Microsoft word, excel, autocad, etc.) required to be furnished as in delivery of the Service.
- (d) Provide the Owner with prompt notification of anticipated and/or recommended changes in the necessary scope of services related to a Task Order, and any anticipated adjustments of the cost and/or delivery schedule in the performance of the Service.
- (e) Designate one or more individuals to act on behalf of the Engineer with respect to the Service and with whom Owner may confer with respect to the Service.

4. Duties of Owner. Owner will:

- (a) Provide Engineer with such facilities, utilities and space at the work site as may be required to provide the Services;
- (b) Designate one or more individuals to act on behalf of the Owner and with whom Engineer may confer with respect to the Service.

5. Ownership of Documents. Original notes, memorandum, outlines, calculations, tracings and drawings prepared by or for the Engineer, except those furnished directly to the Engineer by the Owner, are and shall remain the property of the Engineer until paid for by the Owner. It is also agreed that direct copies or other representations of the content of said original materials, being instruments of service, shall be considered the property of the Engineer until paid for as herein set forth, and the rights to same shall not pass from the Engineer until all payments agreed to hereunder have been fully made.

6. Compensation.

- (a) Special Project Services. Owner shall pay Engineer for the performance of Special Project Services at the rates and in the manner set forth in each Task Order. Methods of compensation are set forth in **Exhibit B**. Standard billing rates are set forth in **Exhibit C**.

- (b) Expenses. Owner shall reimburse Engineer for expenses incurred by Engineer in the course of performing the Service in accordance with Engineer's standard schedule of Billing Rates, which is part of **Exhibit B**. Standard billing rates are set forth in **Exhibit C**.

The Engineer's standard hourly rates and the rates of compensation for reimbursable expenses are set forth in **Exhibit C**. The rates may be adjusted, subject to mutual agreement at the beginning of each calendar year. Owner will be notified of any such proposed modification of Engineer's compensation basis at least 45 days prior to the date that the Engineer intends for the modification to take effect. However, there will be no increase in billing rates on individual projects once a Task Order has been accepted by the Engineer for that project unless otherwise specified in the Task Order.

7. Not Used/Intentionally Deleted.

8. Changes in the Service. The parties acknowledge that it may be necessary to make changes in the scope of the Service after a Task Order has been executed. Before undertaking any changes in the Service, Engineer will provide Owner with a detailed description of the impact the proposed changes will have on the schedule and costs of completion. If both parties agree to the proposed changes, they shall execute an appropriate change order setting forth the changes to the Service and to the schedule and costs of completion, which change order shall constitute an amendment to the applicable Task Order.

9. Taxes. Charges for Services and any materials or items to be provided under this Agreement do not include local, state or federal sales, use, excise, value added, personal property or similar taxes or duties, and any such taxes shall be assumed and paid by Owner. In the event taxes based on this Agreement, other than taxes based on net income, are payable or paid by Engineer that amount shall be an additional charge and shall be paid by Owner to Engineer upon thirty (30) days' written notice.

10. Payment. Charges for Services will be invoiced at a monthly interval. Invoices are payable within 30 days of receipt by the Owner unless the Task Order specified an alternate payment schedule. If any invoice(s) are not paid promptly within the 30-day period, Engineer reserves the right to cease all Service under this Agreement until such time as the invoice(s) are paid in full.

11. Personnel. The personnel assigned by Engineer to perform the Services will be qualified to perform the assigned duties and will be licensed to perform such duties if required by the law of the jurisdiction in which the Service is performed. Engineer reserves the right to determine which of its personnel shall be assigned to provide any particular portion of the Services and to replace or reassign such personnel during the course of the Service. Should any personnel of Engineer be unable to perform assigned Services because of illness, resignation, inclement weather, or other causes beyond Engineer's control, or because of scheduling conflicts, such failure to perform shall not be considered a breach of this Agreement so long as Engineer uses reasonable efforts to replace such personnel. Engineer will be responsible for the payment of all

employment taxes, social security and workers compensation for its employees.

12. Not Used/Intentionally Deleted.

13. Confidentiality. Engineer and Owner agree that:

(a) neither party nor any of their employees or authorized representatives will disclose, sell, transfer or make available to third parties any Confidential Information (as defined below) of the other party except to employees, agents or subcontractors who need to know such Confidential Information in the performance of their duties;

(b) each party will use the Confidential Information solely for the purposes of carrying out their responsibilities and obligations under the terms of this Agreement;

(c) each party will take those precautions reasonably necessary to maintain the confidentiality of the other party's Confidential Information; and

(d) the Engineer will destroy or return any proprietary information supplied by the Town or the Developer at the conclusion of the project at the request of the Town.

For purposes of this Agreement, Confidential Information shall mean all trade secrets, proprietary information, know-how, processes, and other information and any tangible evidence, record or representation thereof, financial information, business information and documents, the intellectual property of each party and other information, not generally known to the public which is confidential or proprietary.

14. Insurance. The Engineer shall maintain in force insurance policies issued by reputable insurance companies providing the minimum coverage's set forth on **Exhibit D** through completion of the Service. If requested by Owner, prior to the commencement of any Service, Engineer will furnish certificates of insurance evidencing the existence of the required insurance policies. Each certificate of insurance shall provide that Owner will receive at least 30 days prior notice in the event of any cancellation of coverage and shall name Owner as an additional insured with respect to each policy of general liability insurance.

15. Services Limited. It is hereby agreed that the Consultant shall not provide engineering services to developers, businesses, or residents of the Town, for project(s) within the Town during the terms of this Agreement which would result in a conflict of interest. The Engineer agrees to comply with the Town's Ethics Law, as amended.

16. Severability. The provisions of this Agreement and any Task Order are severable and if any provision(s) is held to be illegal, void or invalid under applicable law, such provision(s) may be changed to the extent reasonably necessary to make the provision(s), as so changed, legal, valid and binding, and to reflect the original intentions of the parties as nearly as possible in accordance with applicable law. This Agreement shall be construed according to its fair meaning and not strictly for or against either party.

17. Notices. All notices and communications under this Agreement shall be in writing and shall be given by personal delivery or by registered or certified mail, return receipt requested, to the address for a party appearing at the beginning of the Agreement or such other address as may be designated by a party from time to time. Notice shall be deemed given upon personal delivery or upon receipt.
18. Standards of Performance. The standard of care for all service performed under each Task Order will be the care and skill ordinarily used by members of the Engineer's profession practicing under similar circumstances at the same time and in the same locality
19. Not Used/Intentionally Deleted.
20. Independent Contractor. Engineer is a "Town Designated Engineer," but shall be an independent contractor with respect to performance of the Service. Neither Engineer nor its employees or subcontractors shall be deemed to be a servant, employee, partner, or agent of Owner.
21. Force Majeure. Any delays in or failure of performance by Owner or Engineer, other than payment of money, shall not constitute default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the control of Owner or Engineer, as the case may be, including but not limited to: acts of God or the public enemy; expropriation or confiscation of facilities; compliance with any order or request of any governmental authority; act of war, rebellion or sabotage; storms or other inclement weather; fires, floods, explosion, accidents, riots or strikes or other concerted acts of workers, whether direct or indirect; or any causes, whether or not of the same class or kind as those specifically above named, which are not within the control of Owner or Engineer respectively and which by the exercise of reasonable diligence, Owner or Engineer are unable to prevent.
22. Governing Law. This Agreement shall be governed by and enforced in accordance with laws of New York State. Any action, or legal proceeding between the parties arising from this Agreement shall be venued in the federal or state courts sitting in Albany, New York.
23. Entire Agreement. This agreement, and each Task Order entered into hereunder, represent the entire Agreement between Engineer and Owner and supercede all prior agreements, oral or written, and all other communications relating to the subject matter thereof.
24. Assignment. Neither this Agreement nor any rights or obligations hereunder may be assigned by either party without the consent of the other party, which consent shall not unreasonably be withheld.
25. Non-Waiver. No delay or failure by a party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly agreed to in a signed writing by that party.
26. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which collectively shall constitute but one document.

IN WITNESS WHEREOF, the parties have executed this Master Services Agreement as of the day and year first above written.

Barton & Loguidice, D.P.C.

By: _____
Richard A. Straut, Executive Vice President

Town of New Scotland

By: _____
Douglas LaGrange, Supervisor

EXHIBIT A

SERVICES TO BE PROVIDED BY THE ENGINEER

Special Project Services:

Special project services will include projects with a specifically defined individual scope, such as but not necessarily limited to:

- Site design and layout of vehicular and pedestrian circulation, parking and loading
- Highway design, including street and sidewalks plans and profiles
- Utility design, including municipal water and sanitary sewer service plans and profiles
- Drainage and storm water management design, with particular attention to Phase 2 compliance
- Grading and erosion control plans
- Landscape, planting and lighting plans
- Geotechnical investigation and slope stability analysis
- Wetland delineation
- Construction administration and observation
- Facility Services, including structural, architectural, electrical and mechanical engineering services
- Survey (boundary, easements, topographic, etc.)
- Environmental impact analysis and ecological assessments
- Project reviews (in a TDE capacity), including reviews to include compliance with the following:
 - SEQR review, including compliance with SEQR procedural requirements
 - State and federal environmental laws
 - Traffic Studies and Evaluations
 - Local zoning, subdivision and related land use regulations
 - Town and generally accepted design and engineering standards

Consistency with the Town's Comprehensive Plan and other significant Town Planning initiated reports

EXHIBIT B

METHODS OF COMPENSATION FOR SPECIAL PROJECT SERVICES

Method of Payment

A. Owner shall pay Engineer for Special Project Services in accordance with one or more of the following methods as identified in each Task Order:

1. Method A: Lump Sum
2. Method B: Standard Billing Rates

Explanation of Methods

A. Method A – Lump Sum:

1. Owner shall pay Engineer a Lump Sum amount for the specified Scope of Services, which lump sum amount and scope of services will be mutually agreed to in writing prior to the Engineer commencing the Services.

2. Engineer's total compensation shall not exceed the total lump sum amount for the specified scope of Services unless approved in writing by Owner.

3. The Lump Sum will include compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead, and profit. The Lump Sum amount will include Reimbursable Expenses only if stipulated in the Task Order; otherwise Reimbursable Expenses will be in addition to the Lump Sum amount.

4. The portion of the Lump Sum amount invoiced periodically for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum amount.

B. Method B – Standard Billing Rates:

1. Owner shall pay engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates in effect at the time the service is provided for each applicable billing class for all services performed on the specific project (Task Order), plus Reimbursable Expenses and Engineer's Consultant's charges, if any.

2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

3. A schedule of the Engineer's Reimbursable Expenses included as part of this **Exhibit C**.

4. The total estimated compensation for Engineer's services for the Task Order shall be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, Reimbursable Expenses and Engineer's Consultants' charges, if any.

5. The amounts billed for Engineer's services under each Task Order will be based on the cumulative hours charged to the specific project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultant's charges, if any.

Reimbursable Expenses

Costs incurred by Engineer in the performance of the Services in the following categories constitute Reimbursable Expenses:

A. Transportation and subsistence incidental thereto (travel time shall be from local office to Town); advertisements, postage, and shipping costs; providing and maintaining field office facilities including furnishings and utilities; and reproduction of reports, Drawings, Specifications, Bidding Documents, the use of other highly specialized equipment and similar Project-related items. Reimbursable expenses shall be paid at rates set forth in the Engineer's schedule of standard Billing Rates, which is part of this **Exhibit C**.

Other Provisions Concerning Payment

A. *Extended Contract Times.* Should the Contract Times to complete the Work of a Contractor be extended beyond the period stated in the Task Order, payment for Engineer's services shall be continued based on the standard Hourly Rates Method of Payment, unless otherwise mutually agreed to in writing.

Estimated Compensation Amounts

1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall give written notice thereof to Owner and shall be paid for all services rendered thereafter.

EXHIBIT C

STANDARD HOURLY RATES

Barton & Loguidice, D.P.C.
Billing Rates For Calendar Year 2017



Expert testimony.....	\$2010/day
Travel - by common carrier.....	at cost
Travel - by passenger vehicles*	IRS published rate for current year
Subsistence (when overnight away from home office)	at cost
Telephone, outside printing, postage, etc.	at cost
In-house printing	Billing rate schedule for printed material
ACAD/geotechnical graphics**	\$13.70/hr.
Geographic information systems**	\$10.50/hr.
Sampling - equip. Rental	Expendables billing rate schedule for sampling services
Outside contracted services	Cost plus 10%

INDIVIDUAL PRINCIPALS AND TECHNICAL EMPLOYEES AT THE FOLLOWING HOURLY RATES:

TITLE/NAME	RATE
Asset Management Engineer	\$ 115
Assistant Landscape Architect I	\$ 88
Assistant Landscape Architect II	\$ 95
Associate	\$ 190
CAD Technician	\$ 87
Construction Manager	\$ 161
Designer	\$ 96
Engineer I	\$ 110
Engineer II	\$ 113
Engineer III	\$ 126
Engineering Aide	\$ 84
Engineering Designer I	\$ 134
Engineering Technician	\$ 114
Environmental Scientist I	\$ 77
Environmental Scientist II	\$ 90
Environmental Scientist III	\$ 106
Executive Secretary	\$ 74
Field Technician	\$ 79
Group Tech Assistant	\$ 63
Hydrogeologist II	\$ 95
Industrial Hygienist I	\$ 84
Industrial Hygienist II	\$ 95
Industrial Hygienist III	\$ 100
Inspector	\$ 79
Intern - Technical	\$ 56
Intern Architect II	\$ 106
IT Administrator II	\$ 97
IT Manager	\$ 165
Land Use Planner I	\$ 88
Land Use Planner III	\$ 121
Managing Engineer	\$ 169
Managing Environmental Scientist	\$ 158
Managing Hydrogeologist	\$ 171
Managing Industrial Hygienist	\$ 139
Managing Landscape Architect	\$ 160
Network Administrator III	\$ 109

TITLE/NAME	RATE
Office Engineer	\$ 110
Principal	\$ 266
Principal Engineering Technician	\$ 130
Project Administrator	\$ 88
Project Architect	\$ 129
Project Engineer	\$ 138
Project Environmental Scientist	\$ 120
Project Landscape Architect	\$ 122
Project Manager	\$ 171
Resident Engineer	\$ 115
Senior Project Environmental Scientist	\$ 135
Senior Asset Management Consultant	\$ 171
Senior Associate (PLLC)	\$ 210
Senior Consultant	\$ 170
Senior Designer	\$ 103
Senior Engineer	\$ 136
Senior Environmental Consultant	\$ 195
Senior GIS Analyst	\$ 123
Senior Group Tech Assistant	\$ 71
Senior Inspector	\$ 95
Senior Land Use Planner	\$ 155
Senior Managing Architect	\$ 175
Senior Managing Engineer	\$ 175
Senior Managing Environmental Scientist	\$ 182
Senior Managing Hydrogeologist	\$ 176
Senior Managing Landscape Architect	\$ 162
Senior Project Engineer	\$ 148
Senior Project Hydrogeologist	\$ 145
Senior Project Landscape Architect	\$ 136
Senior Project Manager	\$ 175
Senior Projects Engineer	\$ 148
Senior Vice President	\$ 240
Senior Water Quality Scientist	\$ 142
Support Group	\$ 59
Vice President	\$ 210

*Approved IRS mileage rate in effect at time of billing ** Does not include operator

EXHIBIT D

MINIMUM INSURANCE REQUIREMENTS

The kinds and amounts of insurance required of the ENGINEER are as follows:

- a) A policy or policies providing protection for employees of the ENGINEER in the event of job-related injuries, generally referred to as “Workers Compensation Insurance”.
- b) Automobile Liability policies with a combined single limit of not less than \$1,000,000 for each person, or each accident because of bodily injury, sickness, or disease including death at any time resulting therefrom, sustained by any person, and for damages because of injury or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of owned, non-owned or hired automobiles.

- c) Commercial General Liability Insurance shall be furnished with the limits of not less than:

General Aggregate	\$1,000,000	Each Occurrence	\$1,000,000
Products-Comp/Op Agg.	\$1,000,000	Fire Damage	\$250,000
Personal/Adv. Injury	\$1,000,000	Medical Expense	\$10,000

- d) Excess Liability Insurance Umbrella Form, Bodily injury, and property damage combined:

<u>Each Occurrence</u>	<u>Aggregate</u>
\$1,000,000	\$1,000,000

- e) Professional Liability Insurance, including errors and omissions, shall be maintained with minimum limits of not less than Two Million Dollars (\$2,000,000).



**TOWN DESIGNATED ENGINEER
MASTER SERVICES AGREEMENT**

THIS MASTER SERVICES AGREEMENT (the “Agreement”) dated as of January 1, 2017, is between Stantec Consulting Services Inc., with its place of business located at 3 Columbia Circle, Suite 6, Albany, NY 12203 (the “Engineer”), and the Town of New Scotland, New York, with its place of business located at Town Hall, 2029 New Scotland Road, Slingerlands, New York 12159 (the “Owner”).

RECITALS

- A. Owner anticipates requesting Engineer to provide consulting and/or professional engineering services (hereafter referred to as “Special Projects Services”) based on individually agreed upon scope of services and fees.
- B. Engineer is willing to perform consulting and professional engineering services pursuant to the terms and conditions set forth herein.

TERMS

NOW, THEREFORE, in consideration of the matters recited above and of the mutual representations, warranties, covenants and agreements set forth in this Agreement, the parties agree as follows:

1. General. This Agreement sets forth the general terms and conditions under which Engineer will perform consulting and/or professional engineering services for Owner. Services are to include Special Project Services as generally described in **Exhibit A** of this Agreement. The specific scope of Special Project Services to be performed by Engineer for Owner will be fully described and set forth in a written Task Order to be signed by Owner and Engineer prior to the Engineer undertaking any particular service or to enter into a Task Order. In the event of any inconsistency between this Agreement and a Task Order, the terms of this Agreement will prevail unless the provision in the Task Order specifically states that it is to take precedence over this Agreement.
2. Term. This Agreement is effective from the date set forth above for a period of one year unless otherwise terminated as provided hereafter. Either party may terminate the Agreement at any time upon 30 days written notice to the other party so long as there are no outstanding Task Order(s) in effect at the time of termination. If there are obligations remaining to be performed under an outstanding Task Order, this Agreement (and the Task Order) may only be terminated by a party following a default by the other party in the performance of its duties or obligations under this Agreement or the Task Order and such default has not been remedied within 30 days after notice thereof has been given to the defaulting party. Following any such termination, Engineer shall be entitled to compensation for all Service performed prior to the date of termination. However, the Owner shall at all times reserve the right to direct the Engineer to suspend or discontinue work on any and all Task Orders.

3. Duties of Engineer. Engineer shall perform the Service in a customarily accepted manner in accordance with generally accepted professional standards and the terms of an applicable Task Order. Accordingly, the Engineer will:

- (a) Furnish the management, technical and other personnel required to perform the Service;
- (b) Furnish such supplies, equipment and apparatus, if any, as may be specific to perform the Service;
- (c) Deliver to the Owner all reports, drawings, specifications, summary of analysis and recommendations, and other deliverables, if any, required to be furnished as in delivery of the Service.
- (d) Provide the Owner with prompt notification of anticipated and/or recommended changes in the necessary scope of services related to a Task Order, and any anticipated adjustments of the cost and/or delivery schedule in the performance of the Service.
- (e) Designate one or more individuals to act on behalf of the Engineer with respect to the Service and with whom Owner may confer with respect to the Service.

4. Duties of Owner. Owner will:

- (a) Provide Engineer with such facilities, utilities and space at the work site as may be required to provide the Services;
- (b) Designate one or more individuals to act on behalf of the Owner and with whom Engineer may confer with respect to the Service.

5. Ownership of Documents. Original notes, memorandum, outlines, calculations, tracings and drawings prepared by or for the Engineer, except those furnished directly to the Engineer by the Owner, are and shall remain the property of the Engineer until paid for by the Owner. It is also agreed that direct copies or other representations of the content of said original materials, being instruments of service, shall be considered the property of the Engineer until paid for as herein set forth, and the rights to same shall not pass from the Engineer until all payments agreed to hereunder have been fully made.

6. Compensation.

- (a) Special Project Services. Owner shall pay Engineer for the performance of Special Project Services at the rates and in the manner set forth in each Task Order. Methods of compensation are set forth in **Exhibit B**. Standard billing rates are set forth in **Exhibit C**.

- (b) Expenses. Owner shall reimburse Engineer for expenses incurred by Engineer in the course of performing the Service in accordance with Engineer's standard schedule of Billing Rates, which is part of **Exhibit B**. Standard billing rates are set forth in **Exhibit C**.

The Engineer's standard hourly rates and the rates of compensation for reimbursable expenses are set forth in **Exhibit C**. The rates may be adjusted, subject to mutual agreement at the beginning of each calendar year. Owner will be notified of any such proposed modification of Engineer's compensation basis at least 45 days prior to the date that the Engineer intends for the modification to take effect. However, there will be no increase in billing rates on individual projects once a Task Order has been accepted by the Engineer for that project unless otherwise specified in the Task Order.

7. Not Used/Intentionally Deleted.

8. Changes in the Service. The parties acknowledge that it may be necessary to make changes in the scope of the Service after a Task Order has been executed. Before undertaking any changes in the Service, Engineer will provide Owner with a detailed description of the impact the proposed changes will have on the schedule and costs of completion. If both parties agree to the proposed changes, they shall execute an appropriate change order setting forth the changes to the Service and to the schedule and costs of completion, which change order shall constitute an amendment to the applicable Task Order.

9. Taxes. Charges for Services and any materials or items to be provided under this Agreement do not include local, state or federal sales, use, excise, value added, personal property or similar taxes or duties, and any such taxes shall be assumed and paid by Owner. In the event taxes based on this Agreement, other than taxes based on net income, are payable or paid by Engineer that amount shall be an additional charge and shall be paid by Owner to Engineer upon thirty (30) days' written notice.

10. Payment. Charges for Services will be invoiced at a monthly interval. Invoices are payable within 30 days of receipt by the Owner unless the Task Order specified an alternate payment schedule. If any invoice(s) are not paid promptly within the 30-day period, Engineer reserves the right to cease all Service under this Agreement until such time as the invoice(s) are paid in full.

11. Personnel. The personnel assigned by Engineer to perform the Services will be qualified to perform the assigned duties and will be licensed to perform such duties if required by the law of the jurisdiction in which the Service is performed. Engineer reserves the right to determine which of its personnel shall be assigned to provide any particular portion of the Services and to replace or reassign such personnel during the course of the Service. Should any personnel of Engineer be unable to perform assigned Services because of illness, resignation, inclement weather, or other causes beyond Engineer's control, or because of scheduling conflicts, such failure to perform shall not be considered a breach of this Agreement so long as Engineer uses reasonable efforts to replace such personnel. Engineer will be responsible for the payment of all employment taxes, social security and workers compensation for its employees.

12. Not Used/Intentionally Deleted.

13. Confidentiality. Engineer and Owner agree that:

(a) neither party nor any of their employees or authorized representatives will disclose, sell, transfer or make available to third parties any Confidential Information (as defined below) of the other party except to employees, agents or subcontractors who need to know such Confidential Information in the performance of their duties;

(b) each party will use the Confidential Information solely for the purposes of carrying out their responsibilities and obligations under the terms of this Agreement;

(c) each party will take those precautions reasonably necessary to maintain the confidentiality of the other party's Confidential Information; and

(d) the Engineer will destroy or return any proprietary information supplied by the Town or the Developer at the conclusion of the project at the request of the Town. The Engineer may retain one complete copy of the Confidential Information for archival purposes.

For purposes of this Agreement, Confidential Information shall mean all trade secrets, proprietary information, know-how, processes, and other information and any tangible evidence, record or representation thereof, financial information, business information and documents, the intellectual property of each party and other information, not generally known to the public which is confidential or proprietary. The use and disclosure of the confidential information shall not apply to information which (a) was known to the Engineer before receipt of same from the Town; or (b) is disclosed pursuant to the requirements of a governmental authority or judicial order.

14. Insurance. The Engineer shall maintain in force insurance policies issued by reputable insurance companies providing the minimum coverage's set forth on **Exhibit D** through completion of the Service. If requested by Owner, prior to the commencement of any Service, Engineer will furnish certificates of insurance evidencing the existence of the required insurance policies. Each certificate of insurance shall provide that Owner will receive at least 30 days prior notice in the event of any cancellation of coverage and shall name Owner as an additional insured with respect to each policy of general liability insurance.

15.

16. Severability. The provisions of this Agreement and any Task Order are severable and if any provision(s) is held to be illegal, void or invalid under applicable law, such provision(s) may be changed to the extent reasonably necessary to make the provision(s), as so changed, legal, valid and binding, and to reflect the original intentions of the parties as nearly as possible in accordance with applicable law. This Agreement shall be construed according to its fair meaning and not strictly for or against either party.

17. Notices. All notices and communications under this Agreement shall be in writing and



shall be given by personal delivery or by registered or certified mail, return receipt requested, to the address for a party appearing at the beginning of the Agreement or such other address as may be designated by a party from time to time. Notice shall be deemed given upon personal delivery or upon receipt.

18. Standards of Performance. The standard of care for all service performed under each Task Order will be the care and skill ordinarily used by members of the Engineer's profession practicing under similar circumstances at the same time and in the same locality

19. Not Used/Intentionally Deleted.

20. Independent Contractor. Engineer is a "Town Designated Engineer," but shall be an independent contractor with respect to performance of the Service. Neither Engineer nor its employees or subcontractors shall be deemed to be a servant, employee, partner, or agent of Owner.

21. Force Majeure. Any delays in or failure of performance by Owner or Engineer, other than payment of money, shall not constitute default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the control of Owner or Engineer, as the case may be, including but not limited to: acts of God or the public enemy; expropriation or confiscation of facilities; compliance with any order or request of any governmental authority; act of war, rebellion or sabotage; storms or other inclement weather; fires, floods, explosion, accidents, riots or strikes or other concerted acts of workers, whether direct or indirect; or any causes, whether or not of the same class or kind as those specifically above named, which are not within the control of Owner or Engineer respectively and which by the exercise of reasonable diligence, Owner or Engineer are unable to prevent.

22. Governing Law. This Agreement shall be governed by and enforced in accordance with laws of New York State. Any action, or legal proceeding between the parties arising from this Agreement shall be venued in the federal or state courts sitting in Albany, New York.

23. Entire Agreement. This agreement, and each Task Order entered into hereunder, represent the entire Agreement between Engineer and Owner and supercede all prior agreements, oral or written, and all other communications relating to the subject matter thereof.

24. Assignment. Neither this Agreement nor any rights or obligations hereunder may be assigned by either party without the consent of the other party, which consent shall not unreasonably be withheld.

25. Non-Waiver. No delay or failure by a party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly agreed to in a signed writing by that party.

26. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which collectively shall constitute but one document.

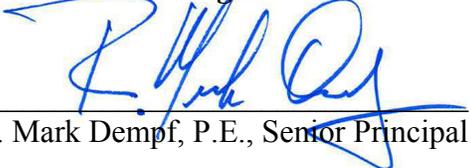


27. *Liability.* The total amount of all claims the Town may have against the Engineer under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees or \$500,000. As the Town's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against the Consultant and not against any of the Consultant's employees, officers or directors.

28. *Damages.* Neither the Town nor the Engineer shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

IN WITNESS WHEREOF, the parties have executed this Master Services Agreement as of the day and year first above written.

Stantec Consulting Services Inc.

By: 
 R. Mark Dempf, P.E., Senior Principal

Town of New Scotland

By: _____
 Douglas LaGrange, Supervisor

EXHIBIT A

SERVICES TO BE PROVIDED BY THE ENGINEER

Special Project Services:

Special project services will include projects with a specifically defined individual scope, such as but not necessarily limited to:

- Site design and layout of vehicular and pedestrian circulation, parking and loading
- Highway design, including street and sidewalks plans and profiles
- Utility design, including municipal water and sanitary sewer service plans and profiles
- Drainage and storm water management design, with particular attention to Phase 2 compliance
- Grading and erosion control plans
- Landscape, planting and lighting plans
- Geotechnical investigation and slope stability analysis
- Wetland delineation
- Construction administration and observation
- Facility Services, including structural, architectural, electrical and mechanical engineering services
- Survey (boundary, easements, topographic, etc.)
- Environmental impact analysis and ecological assessments
- Project reviews (in a TDE capacity), including reviews to include compliance with the following:
 - SEQR review, including compliance with SEQR procedural requirements
 - State and federal environmental laws
 - Traffic Studies and Evaluations
 - Local zoning, subdivision and related land use regulations
 - Town and generally accepted design and engineering standards

Consistency with the Town's Comprehensive Plan and other significant Town Planning initiated reports

EXHIBIT B

METHODS OF COMPENSATION FOR SPECIAL PROJECT SERVICES

Method of Payment

A. Owner shall pay Engineer for Special Project Services in accordance with one or more of the following methods as identified in each Task Order:

1. Method A: Lump Sum
2. Method B: Standard Billing Rates

Explanation of Methods

A. Method A – Lump Sum:

1. Owner shall pay Engineer a Lump Sum amount for the specified Scope of Services, which lump sum amount and scope of services will be mutually agreed to in writing prior to the Engineer commencing the Services.

2. Engineer's total compensation shall not exceed the total lump sum amount for the specified scope of Services unless approved in writing by Owner.

3. The Lump Sum will include compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead, and profit. The Lump Sum amount will include Reimbursable Expenses only if stipulated in the Task Order; otherwise Reimbursable Expenses will be in addition to the Lump Sum amount.

4. The portion of the Lump Sum amount invoiced periodically for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum amount.

B. Method B – Standard Billing Rates:

1. Owner shall pay engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates in effect at the time the service is provided for each applicable billing class for all services performed on the specific project (Task Order), plus Reimbursable Expenses and Engineer's Consultant's charges, if any.

2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

3. A schedule of the Engineer's Reimbursable Expenses included as part of this **Exhibit C**.

4. The total estimated compensation for Engineer's services for the Task Order shall be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, Reimbursable Expenses and Engineer's Consultants' charges, if any.

5. The amounts billed for Engineer's services under each Task Order will be based on the cumulative hours charged to the specific project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultant's charges, if any.

Reimbursable Expenses

Costs incurred by Engineer in the performance of the Services in the following categories constitute Reimbursable Expenses:

A. Transportation and subsistence incidental thereto (travel time shall be from local office to Town); advertisements, postage, and shipping costs; providing and maintaining field office facilities including furnishings and utilities; and reproduction of reports, Drawings, Specifications, Bidding Documents, the use of other highly specialized equipment and similar Project-related items. Reimbursable expenses shall be paid at rates set forth in the Engineer's schedule of standard Billing Rates, which is part of this **Exhibit C**.

Other Provisions Concerning Payment

A. *Extended Contract Times*. Should the Contract Times to complete the Work of a Contractor be extended beyond the period stated in the Task Order, payment for Engineer's services shall be continued based on the standard Hourly Rates Method of Payment, unless otherwise mutually agreed to in writing.

Estimated Compensation Amounts

1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services,



the Engineer shall give written notice thereof to Owner and shall be paid for all services rendered thereafter.

EXHIBIT C

STANDARD HOURLY RATES

[ATTACHED]



TOWN OF NEW SCOTLAND

2017 RATE TABLE

STANTEC CONSULTING SERVICES INC. – ALBANY OFFICE

Effective January 1, 2017

Title	Table A Level	Billing Rate
Vice President/Senior Principal		\$165.00
Associate	15	\$155.00
Senior Professional Engineer (PE)	14	\$137.00
Project Manager/Professional Engineer (PE)	11	\$114.00
Senior Civil (non-PE)	10	\$108.00
Civil Engineer	9	\$98.00
Senior Technician	8	\$92.00
Project Assistant	3	\$63.00
Senior Construction Inspector	12	\$119.00
Construction Inspector		\$77.00

In addition to these fees, clients will also be responsible for any sales tax that may apply to professional services performed.

Direct Costs will be billed at a 10% mark-up. Examples of direct costs include: reproductions, travel, photographs, application fees and delivery charges. Airfares will be based on direct flights at full-coach fares.

Payment on invoices is due within 30 days from receipt. Should the client fail to make payments within this period, the amount due shall bear interest at the rate of 1% per month. Stantec reserves the right to suspend work if payments are not made and Stantec shall have no liability to the owner/client for delay or damage caused the owner/client because of such suspension of Stantec's services. Any attorney's fees, court costs, or other related expenses incurred in collecting delinquent accounts shall be paid by the client.

EXHIBIT D

MINIMUM INSURANCE REQUIREMENTS

The kinds and amounts of insurance required of the ENGINEER are as follows:

- a) A policy or policies providing protection for employees of the ENGINEER in the event of job-related injuries, generally referred to as “Workers Compensation Insurance”.
- b) Automobile Liability policies with a combined single limit of not less than \$1,000,000 for each person, or each accident because of bodily injury, sickness, or disease including death at any time resulting therefrom, sustained by any person, and for damages because of injury or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of owned, non-owned or hired automobiles.

- c) Commercial General Liability Insurance shall be furnished with the limits of not less than:

General Aggregate	\$1,000,000	Each Occurrence	\$1,000,000
Products-Comp/Op Agg.	\$1,000,000	Fire Damage	\$250,000
Personal/Adv. Injury	\$1,000,000	Medical Expense	\$10,000

- d) Excess Liability Insurance Umbrella Form, Bodily injury, and property damage combined:

<u>Each Occurrence</u>	<u>Aggregate</u>
\$1,000,000	\$1,000,000

- e) Professional Liability Insurance, including errors and omissions, shall be maintained with minimum limits of not less than Two Million Dollars (\$2,000,000).



Stantec Consulting Services Inc.
3 Columbia Circle, Suite 6
Albany NY 12203-5158
Tel: (518) 452-4358
Fax: (518) 452-9234

January 3, 2017
File: General Town Engineering

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

Reference: Task Order Request
General Town Engineering Services
Town of New Scotland, Albany County, New York
Town Fund A 1440.41

Dear Supervisor Dolin,

Stantec Consulting Services, Inc., (Stantec) is pleased to submit this Task Order Request in accordance with our Town Designated Engineer Master Services Agreement, services for General Engineering Services.

PROJECT UNDERSTANDING:

Routinely the Town has required consulting and or professional engineering services of a "Basic general nature".

SCOPE OF SERVICES:

Tasks to be undertaken for "Basic General Engineering Services" will typically include:

- Advice to Town Board and Members.
- Monthly Meetings of the Town Board.
- Effort of technical staff to support Town Board or department staff on general town wide issues, such as zoning, planning, economic development.
- Advice and assistance to DPW on general town wide issues.



Reference: Task Order Request – 2017 General Engineering Services

Assumptions – Basic General Engineering Services include up to 10 hours per month effort by technical staff including meetings. Efforts beyond 10 hours per month will be provided as additional service and will be requested and agreed to by the Town.

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. Lump sum tasks will be billed as percentage of completion. 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. Reimbursable expenses associated with lump sum tasks are included within the stated budgets.

BUDGET AND SCHEDULE SUMMARY

TASKS		BUDGET ESTIMATE		PROPOSED SCHEDULE
Task #	Task Description	Lump Sum Fee	Time and Material Estimate	Projected Start End Date
A. Basic General Engineering Services				
1	General Engineering		\$20,000	Start: 01/02/2017 Finish: 12/31/2017
TOTAL ESTIMATED COST		\$ 20,000		



January 3, 2017
Doug LaGrange, Supervisor
Page 3 of 3

Reference: Task Order Request – 2017 General Engineering Services

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.

A handwritten signature in black ink, appearing to read "R. Mark Dempf".

R. Mark Dempf, PE, ENV SP
Senior Principal
Phone: (518) 218-5804
Fax: (518) 452-9234
Mark.Dempf@stantec.com

Authorization to Proceed:

Doug LaGrange, Supervisor
Town of New Scotland

Date:

c. Town Board



Stantec Consulting Services Inc.
3 Columbia Circle, Suite 6
Albany NY 12203-5158
Tel: (518) 452-4358
Fax: (518) 452-9234

January 3, 2017
File: Zoning Board

Douglas LaGrange, Supervisor

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

**Reference: Task Order Request
Zoning Board Consulting
Town of New Scotland, Albany County, New York
Town Fund B 8010.41**

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, services for Zoning Board Consulting.

PROJECT UNDERSTANDING:

Routinely the zoning board has required consulting and or professional engineering services of a basic general nature for addressing issues at the board meetings not specifically related to larger projects.

SCOPE OF SERVICES:

Tasks to be undertaken for "Basic Zoning Board Services" will typically include:

- Effort of technical staff to support zoning board engineering on issues not related to a major project including attendance at monthly meetings.

Assumptions – Efforts beyond this amount will be provided as additional service and will be requested and agreed to prior to commencing work. The budget will be reviewed quarterly with the zoning board chairman, building inspector.

ATTACHMENT #3C



Reference: Task Order Request – Zoning Board Consulting 2017

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. Lump sum tasks will be billed as percentage of completion. 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. Reimbursable expenses associated with lump sum tasks are included within the stated budgets.

BUDGET AND SCHEDULE SUMMARY

TASKS		BUDGET ESTIMATE		PROPOSED SCHEDULE
Task #	Task Description	Lump Sum Fee	Time and Material Estimate	Projected Start End Date
A. Basic Zoning Board Consulting				
200	Zoning Board		\$2,200	Start: 01/02/2017 Finish: 12/31/2017
TOTAL ESTIMATED COST		\$2,200		



January 3, 2017
Douglas LaGrange, Supervisor
Page 3 of 3

Reference: Task Order Request – Zoning Board Consulting 2017

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.

R. Mark Dempf, PE, ENV SP
Senior Principal
Phone: (518) 218-5804
Fax: (518) 452-9234
Mark.Dempf@stantec.com

Authorization to Proceed:

Douglas LaGrange, Supervisor
Town of New Scotland

Date:

c. Town Board



Stantec Consulting Services Inc.
3 Columbia Circle, Suite 6
Albany NY 12203-5158
Tel: (518) 452-4358
Fax: (518) 452-9234

January 3, 2017
File: Planning Board

Douglas LaGrange, Supervisor

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

**Reference: Task Order Request
Planning Board Consulting
Town of New Scotland, Albany County, New York
Town Fund B 8020.41**

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, services for Planning Board Consulting.

PROJECT UNDERSTANDING:

Routinely the planning board has required consulting and or professional engineering services of a basic general nature for addressing issues at the board meetings not specifically related to larger projects.

SCOPE OF SERVICES:

Tasks to be undertaken for "Basic Planning Board Services" will typically include:

- Effort of technical staff to support planning board engineering on issues not related to a major project including attendance at monthly meetings.

Assumptions – Efforts beyond this amount will be provided as additional service and will be requested and agreed to prior to commencing work. The budget will be reviewed quarterly with the planning board chairman, building inspector.

ATTACHMENT #3d



Reference: Task Order Request – Planning Board Consulting 2017

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. Lump sum tasks will be billed as percentage of completion. 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. Reimbursable expenses associated with lump sum tasks are included within the stated budgets.

BUDGET AND SCHEDULE SUMMARY

TASKS		BUDGET ESTIMATE		PROPOSED SCHEDULE
Task #	Task Description	Lump Sum Fee	Time and Material Estimate	Projected Start End Date
A. Basic Planning Board Consulting				
200	Planning Board		\$4,400	Start: 01/02/2017 Finish: 12/31/2017
TOTAL ESTIMATED COST		\$4,400		



January 3, 2017
Douglas LaGrange, Supervisor
Page 3 of 3

Reference: Task Order Request – Planning Board Consulting 2017

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.

R. Mark Dempf, PE, ENV SP
Senior Principal
Phone: (518) 218-5804
Fax: (518) 452-9234
Mark.Dempf@stantec.com

Authorization to Proceed:

Douglas LaGrange, Supervisor
Town of New Scotland

Date:

c. Town Board



Stantec Consulting Services Inc.
3 Columbia Circle, Suite 6
Albany NY 12203-5158
Tel: (518) 452-4358
Fax: (518) 452-9234

January 3, 2017
File: Highway Department

Douglas LaGrange, Supervisor

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

**Reference: Task Order Request
Highway Department Consulting Engineering
Town of New Scotland, Albany County, New York
Town Fund DB 5010.41**

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, services for Highway Department Consulting.

PROJECT UNDERSTANDING:

Routinely the highway department has required consulting and or professional engineering services of a basic general nature.

SCOPE OF SERVICES:

Tasks to be undertaken for "Basic Highway Engineering Services" will typically include:

- Advice to highway superintendent on highway issues.
- Effort of technical staff to support highway department on roadway alignment, drainage, safety, signage, issues not related to a major project.

Assumptions – Basic Highway Engineering Services include up to \$5,500 per year. Efforts beyond this amount will be provided as additional service and will be requested and agreed to prior to commencing work. The budget will be reviewed monthly with the highway superintendent.

ATTACHMENT #3e



Reference: Task Order Request – Highway Department Consulting - 2017

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. Lump sum tasks will be billed as percentage of completion. 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. Reimbursable expenses associated with lump sum tasks are included within the stated budgets.

BUDGET AND SCHEDULE SUMMARY

TASKS		BUDGET ESTIMATE		PROPOSED SCHEDULE
Task #	Task Description	Lump Sum Fee	Time and Material Estimate	Projected Start End Date
A. Basic Highway Department Consulting				
200	Highway Department		\$5,500	Start: 01/02/2017 Finish: 12/13/2017
TOTAL ESTIMATED COST		\$5,500		



January 3, 2017
Douglas LaGrange, Supervisor
Page 3 of 3

Reference: Task Order Request – Highway Department Consulting - 2017

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.

R. Mark Dempf, PE, ENV SP
Senior Principal
Phone: (518) 218-5804
Fax: (518) 452-9234
Mark.Dempf@stantec.com

Authorization to Proceed:

Douglas LaGrange, Supervisor
Town of New Scotland

Date:

c. Ken Guyer, Highway Superintendent
Town Board



Stantec Consulting Services Inc.
3 Columbia Circle, Suite 6
Albany NY 12203-5158
Tel: (518) 452-4358
Fax: (518) 452-9234

January 3, 2017
File: Highway Department

Douglas LaGrange, Supervisor

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

**Reference: Task Order Request
Highway Department Consulting Engineering – Permanent Improvements
Town of New Scotland, Albany County, New York
Town Fund DB 5112.41**

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, services for Highway Department Consulting.

PROJECT UNDERSTANDING:

Routinely the highway department has required consulting and or professional engineering services for a Permanent Improvements.

SCOPE OF SERVICES:

Tasks to be undertaken for “Highway Engineering Services” will typically include:

- Advice to highway superintendent on highway issues.
- Effort of technical staff to support highway department on roadway alignment, drainage, safety, signage, issues related to a major project.
- Effort of technical staff on bridge rehabilitation projects.

Assumptions – Highway Engineering Services include up to \$5,000 per year. Efforts beyond this amount will be provided as additional service and will be requested and agreed to prior to commencing work. The budget will be reviewed monthly with the highway superintendent.



Reference: Task Order Request – Highway Department Consulting – 2017
Permanent Improvements

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. Lump sum tasks will be billed as percentage of completion. 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. Reimbursable expenses associated with lump sum tasks are included within the stated budgets.

BUDGET AND SCHEDULE SUMMARY

TASKS		BUDGET ESTIMATE		PROPOSED SCHEDULE
Task #	Task Description	Lump Sum Fee	Time and Material Estimate	Projected Start End Date
A. Highway Department Consulting-Permanent Improvements				
200	Highway Department: PI		\$5,000	Start: 01/02/2017 Finish: 12/13/2017
TOTAL ESTIMATED COST		\$5,000		



January 3, 2017
Douglas LaGrange, Supervisor
Page 3 of 3

**Reference: Task Order Request – Highway Department Consulting – 2017
Permanent Improvements**

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.

R. Mark Dempf, PE, ENV SP
Senior Principal
Phone: (518) 218-5804
Fax: (518) 452-9234
Mark.Dempf@stantec.com

Authorization to Proceed:

Douglas LaGrange, Supervisor
Town of New Scotland

Date:

c. Ken Guyer, Highway Superintendent
Town Board



Stantec Consulting Services Inc.
3 Columbia Circle, Suite 6
Albany NY 12203-5158
Tel: (518) 452-4358
Fax: (518) 452-9234

January 3, 2017
File: Clarksville Water District

Douglas LaGrange, Supervisor

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

**Reference: Task Order Request
Clarksville Water District – Transmission/Distribution
Town of New Scotland, Albany County, New York
Town Fund WC 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, services for Clarksville Water District.

PROJECT UNDERSTANDING:

Routinely the Department of Public Works has required consulting and or professional engineering services of a basic general nature for the Clarksville Water District.

SCOPE OF SERVICES:

Tasks to be undertaken for basic DPW services for the Clarksville Water District:

- Advice to Commissioner of Public Works on district issues;
- Effort of technical staff to support DPW on district engineering, design or construction issues;
- Effort of technical staff for development of GIS Data;

Assumptions:

- Basic water engineering services include up to \$3,000 per year. Efforts beyond this will be provided as additional service and will be requested and agreed upon prior to commencing work.



Reference: Task Order Request – Clarksville Water District - 2017

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. Lump sum tasks will be billed as percentage of completion. 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. Reimbursable expenses associated with lump sum tasks are included within the stated budgets.

BUDGET AND SCHEDULE SUMMARY

TASKS		BUDGET ESTIMATE		PROPOSED SCHEDULE
Task #	Task Description	Lump Sum Fee	Time and Material Estimate	Projected Start End Date
CLARKSVILLE WATER DISTRICT:				
200	Engineering Services		\$3,000	Start: 01/02/2017 Finish: 12/31/2017
TOTAL ESTIMATED COST		\$3,000		



January 3, 2017
Douglas LaGrange, Supervisor
Page 3 of 3

Reference: Task Order Request – Clarksville Water District - 2017

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.

A handwritten signature in black ink, appearing to read "R. Mark Dempf".

R. Mark Dempf, PE, ENV SP
Senior Principal
Phone: (518) 218-5804
Fax: (518) 452-9234
Mark.Dempf@stantec.com

Authorization to Proceed:

Douglas LaGrange, Supervisor
Town of New Scotland

Date:

c. Town Board

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Stantec Consulting Services Inc.
3 Columbia Circle, Suite 6
Albany NY 12203-5158
Tel: (518) 452-4358
Fax: (518) 452-9234

January 3, 2017
File: Feura Bush Water District

Douglas LaGrange, Supervisor

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

**Reference: Task Order Request
Feura Bush Water District Engineering Services
Town of New Scotland, Albany County, New York
Town Fund WF 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, services for Feura Bush Water District.

PROJECT UNDERSTANDING:

Routinely the Department of Public Works has required consulting and or professional engineering services of a basic general nature for the Feura Bush Water District.

SCOPE OF SERVICES:

Tasks to be undertaken for basic DPW services for the Feura Bush Water District:

- Advice to Commissioner of Public Works on district issues;
- Effort of technical staff to support DPW on district engineering, design or construction issues;
- Technical staff to determine district boundaries;
- Effort of technical staff for development of GIS Data;

Assumptions:

- Basic water engineering services include up to \$1,000 per year. Efforts beyond this will be provided as additional service and will be requested and agreed upon prior to commencing work.



Reference: Task Order Request – Feura Bush Water District – Engineering Services 2017

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. Lump sum tasks will be billed as percentage of completion. 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. Reimbursable expenses associated with lump sum tasks are included within the stated budgets.

BUDGET AND SCHEDULE SUMMARY

TASKS		BUDGET ESTIMATE		PROPOSED SCHEDULE
Task #	Task Description	Lump Sum Fee	Time and Material Estimate	Projected Start End Date
FEURA BUSH WATER DISTRICT				
200	Engineering Services	\$1,000		Start: 01/02/2017 Finish: 12/31/2017
TOTAL ESTIMATED COST		\$1,000		



January 3, 2017
Douglas LaGrange, Supervisor
Page 3 of 3

Reference: Task Order Request – Feura Bush Water District – Engineering Services 2017

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.

A handwritten signature in black ink, appearing to read "R. Mark Dempf".

R. Mark Dempf, PE, ENV SP
Senior Principal
Phone: (518) 218-5804
Fax: (518) 452-9234
Mark.Dempf@stantec.com

Authorization to Proceed:

Douglas LaGrange, Supervisor
Town of New Scotland

Date:

c. Wayne LaChappelle, Commissioner DPW
Town Board



Stantec Consulting Services Inc.
3 Columbia Circle, Suite 6
Albany NY 12203-5158
Tel: (518) 452-4358
Fax: (518) 452-9234

January 3, 2017
File: Swift Road Water District

Douglas LaGrange, Supervisor

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

Reference: Task Order Request
Swift Road Consulting Engineering
Town of New Scotland, Albany County, New York
Town Fund WS 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, services for Swift Road Water District.

PROJECT UNDERSTANDING:

Routinely the Department of Public Works has required consulting and or professional engineering services of a basic general nature for the Swift Road Water District.

SCOPE OF SERVICES:

Tasks to be undertaken for basic DPW services for the Swift Road Water District:

- Advice to Commissioner of Public Works on district issues;
- Effort of technical staff to support DPW on district engineering, design or construction issues;
- Effort of technical staff for Development of GIS Data;

Assumptions:

- Basic water engineering services include up to \$1,000 per year. Efforts beyond this will be provided as additional service and will be requested and agreed upon prior to commencing work.



Reference: Task Order Request – Swift Road Water District - 2017

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. Lump sum tasks will be billed as percentage of completion. 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. Reimbursable expenses associated with lump sum tasks are included within the stated budgets.

BUDGET AND SCHEDULE SUMMARY

TASKS		BUDGET ESTIMATE		PROPOSED SCHEDULE
Task #	Task Description	Lump Sum Fee	Time and Material Estimate	Projected Start End Date
SWIFT ROAD WATER DISTRICT				
200	Engineering Services		\$1,000	Start: 01/02/2017 Finish: 12/13/2017
TOTAL ESTIMATED COST		\$1,000		



January 3, 2017
Douglas LaGrange, Supervisor
Page 3 of 3

Reference: Task Order Request – Swift Road Water District - 2017

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.

R. Mark Dempf, PE, ENV SP
Senior Principal
Phone: (518) 218-5804
Fax: (518) 452-9234
Mark.Dempf@stantec.com

Authorization to Proceed:

Douglas LaGrange, Supervisor
Town of New Scotland

Date:

c. Town Board



Stantec Consulting Services Inc.
3 Columbia Circle, Suite 6
Albany NY 12203-5158
Tel: (518) 452-4358
Fax: (518) 452-9234

January 3, 2017
File: Phase II Stormwater

Douglas LaGrange, Supervisor

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

**Reference: Task Order Request
Phase II Stormwater – Year 2017
Town of New Scotland, Albany County, New York
Town Fund B 8140.41**

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, services for Phase II Stormwater.

PROJECT UNDERSTANDING:

Phase II Stormwater task was established in support of assisting Town staff with ongoing coalition and permit requirements throughout the course of the year.

SCOPE OF SERVICES:

Tasks to be undertaken for “Basic Engineering Services” will typically include:

- Advice to Building Department and DPW.
- Assistance with continued development of Townwide Plan.
- Assistance with engineering issues involved with ongoing coalition efforts.
- Assistance with new permit and MCM1 - MCM6.

Assumptions – Basic General Engineering Services include up to 40 hours per month effort by technical staff including meetings. Efforts beyond this estimate will be provided as additional service and will be requested and agreed to by the Town.



Reference: Task Order Request – 2017 Phase II Stormwater

PROFESSTIONAL 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. Lump sum tasks will be billed as percentage of completion. 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. Reimbursable expenses associated with lump sum tasks are included within the stated budgets.

BUDGET AND SCHEDULE SUMMARY

TASKS		BUDGET ESTIMATE		PROPOSED SCHEDULE
Task #	Task Description	Lump Sum Fee	Time and Material Estimate	Projected Start End Date
A. Phase II Stormwater Engineering Services				
1	Phase II Stormwater		\$5,000	Start: 01/02/2017 Finish: 12/31/2017
TOTAL ESTIMATED COST		\$ 5,000		



January 3, 2017
Douglas LaGrange, Supervisor
Page 3 of 3

Reference: Task Order Request – 2017 Phase II Stormwater

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.

A handwritten signature in black ink, appearing to read "R. Mark Dempf".

R. Mark Dempf, PE, ENV SP
Senior Principal
Phone: (518) 218-5804
Fax: (518) 452-9234
Mark.Dempf@stantec.com

Authorization to Proceed:

Douglas LaGrange, Supervisor
Town of New Scotland

Date:

c. Town Board



Stantec Consulting Services Inc.
3 Columbia Circle, Suite 6
Albany NY 12203-5158
Tel: (518) 452-4358
Fax: (518) 452-9234

January 6, 2017
File: 195115048

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

Dear Mr. LaGrange,

**Reference: Colonie Country Club Estates – Phase 3 – NYS Route 85A
Request for Reduction of Infrastructure Security – Phase 3
Town of New Scotland, Albany County, New York**

This letter transmits our recommendation to the Town Board for consideration of reducing the existing Infrastructure Security (Letter of Credit) for Phase 3 of the above referenced subdivision.

The owner/developer commenced construction of Phase 3 beginning with the retaining wall along NYS Route 85A in August of 2016. Phase 3 storm drainage and watermain construction commenced, and were completed in December 2016. The Phase 3 permanent stormwater sand filter and roadway construction (fabric and subbase installation only) also commenced in December 2016 and have been partially constructed at this time. The owner/developer anticipates that binder pavement installation and final construction of the sand filter system will be completed in the spring when cold weather subsides.

All road and storm drainage infrastructure completed to date, was in accordance with the approved project plans dated (revised) November 6th, 2009, and the approved Phase 3 plans dated June 2, 2015. Work completed substantially complies with the specifications for acceptance of streets and all public utilities within the street ROW for the Town of New Scotland.

All water system components were installed in late 2016 and were satisfactorily tested under Stantec observation. All water system components were installed in accordance with the approved project plans and substantially comply with the specifications for acceptance of public utilities within the street ROW for the Town of New Scotland.

Phase 3 work that remains to be completed along with the estimated cost is given in the table below. The owner/developer has requested a reduction in the existing Letter of Credit based upon the work that has been completed to date. The total amount of remaining work summarized below should be placed in escrow or irrevocable letter of credit by the owner/developer and released only upon satisfactory completion as outlined for each individual work item.



Reference: Colonie Country Club Estates – Phase 3 – NYS Route 85A
Request for Reduction of Infrastructure Security – Phase 3
Town of New Scotland, Albany County, New York

Colonie Country Club Estates – Phase 3 (Remaining Work prior to Dedication)					
	<u>Remaining Work Item</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Estimated Cost</u>	<u>Escrow Release Requirement(s)</u>
1.	Furnish and Install Roadway Pavement Binder Course	680 ton	\$80 / ton Installed	\$54,530	95% release upon complete and satisfactory installation. 5% Binder course repair to be held until after 90% lot buildout
2.	Furnish and Install Permanent Stormwater Surface Sand Filter Treatment System	23% of total work	\$34,500 / total construction value	\$8,000	Upon complete and satisfactory installation
3.	Concrete ROW Monuments	2	\$150 ea.	\$300	Upon complete and satisfactory installation
4.	Retaining Wall and Site Distance Improvements along NYS Route 85A	10% of total work	\$44,900 / total construction value	\$4,490	Upon complete and satisfactory installation
PHASE 3 TOTAL				\$67,320	

At this time the Phase 3 total that should be placed in escrow or irrevocable letter of credit is **\$67,320**, which includes all remaining work requiring completion prior to Dedication of Infrastructure for Phase 3.

Stantec recommends the board consider reducing the existing letter of credit based upon the Phase 3 work completed to date, and contingent upon satisfaction of any other conditions as determined necessary by the Building Inspector, Town Attorney, or Town Staff.

Stantec is requesting that the Town Board review and consider this letter of credit reduction request at the January Town Board meeting. Should there be additional questions, please feel free to contact us at your earliest convenience.



January 6, 2017
Douglas LaGrange, Supervisor
Page 3 of 3

Reference: Colonie Country Club Estates – Phase 3 – NYS Route 85A
Request for Reduction of Infrastructure Security – Phase 3
Town of New Scotland, Albany County, New York

Regards,

STANTEC CONSULTING SERVICES INC.

Handwritten signature of R. Mark Dempf in black ink.

R. Mark Dempf, PE
Senior Principal
Tel: (518) 452-4358
Fax: (518) 452-9234
Mark.Dempf@stantec.com

Handwritten signature of David J. Hansen in black ink.

David J. Hansen, PE
Project Manager
Tel: (518) 452-4358
Fax: (518) 452-9234
Dave.Hansen@stantec.com

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**2017 Animal Shelter Agreement
between
Mohawk and Hudson River Humane Society
and the
Town of New Scotland**

THIS AGREEMENT, (hereinafter, "AGREEMENT") made this _____ day of _____, 2016, and effective January 1, 2017 to December 31, 2017 between the Town of New Scotland, a municipal corporation in the County of Albany, State of New York, hereinafter "MUNICIPALITY" and the MOHAWK AND HUDSON RIVER HUMANE SOCIETY, a domestic non-profit corporation, with its principal place of business at 3 Oakland Avenue, County of Albany and the State of New York, hereinafter "SOCIETY".

WITNESSETH

WHEREAS, the MUNICIPALITY has the obligation to seize dogs pursuant to Agriculture and Markets Law Article 7 and Article 26 (hereinafter LAW), and to assure that the dogs are properly sheltered, fed and watered and the MUNICIPALITY desires to obtain the services of the SOCIETY to perform such services as required in Article 7 of the LAW for the redemption periods specified; and

WHEREAS, the SOCIETY maintains a shelter for dogs, cats and other animals brought to it from residents and/or animal control officers of the MUNICIPALITY.

NOW THEREFORE, IT IS AGREED between the parties hereto as follows:

ARTICLE I

- 1.) The SOCIETY will provide and maintain a shelter for dogs seized under Section 117 of the LAW, will properly care for all dogs in its care, and will humanely euthanize, make available for adoption or transfer seized dogs not redeemed as provided in the LAW and the rules and regulations promulgated by the New York State Department of Agriculture and Markets pursuant thereto.
- 2.) The SOCIETY will accept domestic dogs and cats from the MUNICIPALITY under the terms of this agreement. The MUNICIPALITY must secure prior authorization from SOCIETY management prior to bringing any other animal to the SOCIETY.
- 3.) All impoundment fees imposed by the municipality will be paid and licenses issued by the Municipality to the dog's owner at the Municipal clerk's office. All impoundment and license fees shall be the property of the MUNICIPALITY. Animals may be redeemed at the SOCIETY during normal business hours. The operating hours of the SOCIETY will be provided to the Municipal clerk's office at the beginning of the year, and will be updated if changed. The SOCIETY will permit redemption by the lawful owners of seized animals during its posted hours for redemptions, directly from the SOCIETY'S location in Menands, New York. Dogs must be properly licensed by the

ATTACHMENT #4

MUNICIPALITY. All redemption fees must be paid to the MUNICIPALITY. The MUNICIPALITY shall provide the owner with proof of compliance of licensure and payment of redemption fees, and the owner of the animal shall present said proof to the SOCIETY.

4.) The SOCIETY will operate an animal shelter as required in the LAW and will make itself accessible daily to the MUNICIPALITY for the acceptance of dogs and non-canine animals brought to the SOCIETY by the MUNICIPALITY and its officers. The SOCIETY agrees to provide SOCIETY staff to aid in the entry process for municipal animals into the shelter during business hours only. Officers of the MUNICIPALITY will be given twenty-four (24) hour access, for the limited purpose of bringing animals to the SOCIETY'S incoming area. If the SOCIETY'S incoming area is full, the MUNICIPALITY officer will page the on-call SOCIETY staff for assistance in kenneling the MUNICIPALITY 'S animals. For any dog brought to the SOCIETY by the MUNICIPALITY under Article 7 of the LAW, the expenses and care of the dog will be the sole responsibility of the SOCIETY at the conclusion of the redemption period. The SOCIETY will file and maintain a complete record of any seizure and subsequent disposition of any dog in the manner described by the Commissioner of Agriculture & Markets, as well as any record required by Article 7 and the rules and regulations promulgated pursuant thereto.

5.) The MUNICIPALITY agrees that all animals suffering from illness or injury will be treated by a licensed veterinarian at the MUNICIPALITY'S expense before being brought to the SOCIETY for holding. Other than prophylactic care provided for in Article II, if veterinary care is required during the redemption period or during the court mandated holding period, the SOCIETY will bill the MUNICIPALITY for the cost of the service. The SOCIETY'S professional staff will determine the need for veterinary care.

6.) The SOCIETY'S records relative to the dispositions of any dogs seized by the MUNICIPALITY shall be available for inspection by the MUNICIPALITY at the times at which the SOCIETY'S offices are open to the public.

7.) The MUNICIPALITY will complete intake forms provided by the Society at the time the animals are brought to the Society for each animal including desired holding time, seizure reason and release date.

8.) The redemption period for identified dogs is seven (7) days or nine (9) days if served by mail. The redemption period is five (5) days for dogs with no identification. The MUNICIPALITY may request in writing that a dog may be held by the SOCIETY for a period greater than the redemption period. The MUNICIPALITY will notify the SOCIETY of the final date of the redemption period at the time the animal is brought to the SOCIETY

ARTICLE II

1) The MUNICIPALITY agrees to pay the SOCIETY for service rendered under this agreement. The following are the fees that will be charged to the MUNICIPALITY:

- Dogs seized under Article 7 or Article 26 of the LAW and brought to the SOCIETY by the MUNICIPALITY to be held for the statutory redemption period and then at the conclusion of the redemption period either made available for adoption, transferred to another agency or euthanized per the sole discretion of the SOCIETY:
- \$67 per dog per day commencing on the day the dog is brought to the SOCIETY (Base Fee). The base fee includes health and temperament assessment, prophylactic medical treatment and testing, vaccinations, deworming and flea treatment.
- If the MUNICIPALITY requests, or per court order directs that a Dog be held for a period greater than the statutory redemption period in the LAW, the MUNICIPALITY will be charged an additional \$33.00 per dog, per day, fee by the SOCIETY, after the expiration of the redemption period in addition to the above Base Fee, and such fee shall accrue until a written request is made to release the dog.
- Adoptable dogs surrendered to the MUNICIPALITY by residents of the MUNICIPALITY, \$27.00 for the first dog; \$6.00 for each additional dog, per surrender event.
- Unadoptable dogs surrendered to the MUNICIPALITY by residents of the MUNICIPALITY for euthanasia and cremation: \$108.00.
- Unadoptable cats surrendered to the MUNICIPALITY by residents of the MUNICIPALITY for euthanasia and cremation: \$67
- Other domestic pet animals surrendered to the MUNICIPALITY, \$27.00 flat fee per animal.
- If the MUNICIPALITY requests, or per court order directs that a domestic pet animal other than a dog be held, the MUNICIPALITY will be charged \$16.00 per animal, per day, fee by the SOCIETY, in addition to the \$27.00 Base Fee, and such fee shall accrue until a written request is made to release the domestic pet animal.
- Deceased animals brought to MHRHS by the municipality for cremation only: \$72.00 for dogs, \$31.00 for any cat, and \$26 for any other small animal or small wild animal.

2) All fees due under this agreement shall be paid within 30 days of a monthly invoice being sent by the SOCIETY to the MUNICIPALITY. In the event monthly fees are not paid in full, SOCIETY may assess a late payment charge equivalent to ten percent (10%) per year of the unpaid balance, or the maximum amount permitted by law, whichever is less. Failure of the MUNICIPALITY to make such payment in full within Thirty (30) days of the due date shall constitute grounds for termination of the Agreement, and notification to the Commissioner of Agriculture and Markets of the MUNICIPALITY'S violation of Article 7 of the Agriculture and Markets Law.

ARTICLE III

1) This Agreement shall become effective on January 1, 2017 and shall continue in effect until December 31, 2017 notwithstanding the foregoing, either party shall have the right to terminate this contract with or without cause upon thirty (30) days written notice of such termination.

2) Notwithstanding the prior terms hereof, the SOCIETY by its Board of Directors reserves the right, on thirty (30) days written notice, to terminate this Agreement without further responsibility on its part in the event that the MUNICIPALITY adopts any local law or ordinance which requires the SOCIETY to perform any act inconsistent with its humane principles.

3) If any term or provision of the Agreement or the application thereof to any person, firm or corporation or circumstance shall, to any extent, be determined to be invalid or unenforceable, the remainder of the Agreement, or the application of such terms or provisions to persons, firms, or corporations or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term or provision of the Agreement shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have signed as of the date indicated on the first page of this agreement

By:

Municipal Official
MUNICIPALITY

Date:

Mohawk and Hudson River Humane Society

Account Description	Fee Description	Account#	Qty	Local Share
A1550 Dog Redemption	A1550 Dog Redemption	A1550	1	35.00
			Sub-Total:	\$35.00
A2130 Transfer Station	A2130 Transfer Station	A2130	3	514.00
			Sub-Total:	\$514.00
A2610 Justice Court Fees	A2610 Justice Court Fees	A2610	1	9,677.00
			Sub-Total:	\$9,677.00
A2650 Scrap Metal	A2650 Scrap Metal	A2650	1	19.95
			Sub-Total:	\$19.95
A2705 Senior Van Rides	A2705 Senior Van Rides	A2705	11	894.45
			Sub-Total:	\$894.45
A2709 Retiree Ins. H Reilly	A2709 Retiree Ins. H Reilly	A2709	1	107.92
			Sub-Total:	\$107.92
B1560 Safety Inspection Fees	B1560 Building Permits	B1560	11	3,470.00
			Sub-Total:	\$3,470.00
B1601 Public Health Fees	B1601 Death Certificate Copies	B1601	3	180.00
			Sub-Total:	\$180.00
B2110 Zoning	B2110 Zoning	B2110	2	125.00
			Sub-Total:	\$125.00
B2130 Bins	B2130 Bins	B2130	1	4.00
			Sub-Total:	\$4.00
B2709 Retiree Ins. Cantlin	B2709 Retiree Ins. Cantlin	B2709	1	120.60
			Sub-Total:	\$120.60
CC 2017	A2590 CC 2017	A2590	1	25.00
			Sub-Total:	\$25.00
Conservation	Conservation	A1255	1	0.28
			Sub-Total:	\$0.28
DB2650 Scrap Metal	DB2650 Scrap Metal	DB2650	2	599.08
			Sub-Total:	\$599.08
DB2655 Bid Documents	DB2655 Bid Documents	DB2655	1	195.00
			Sub-Total:	\$195.00
DB2709 Retiree Ins. D Kawczak	DB2709 Retiree Ins. D Kawczak	DB2709	1	386.25
			Sub-Total:	\$386.25
DB2709 Retiree Ins. M Kawczak	DB2709 Retiree Ins. M Kawczak	DB2709	1	386.14
			Sub-Total:	\$386.14
DB2801 Senior Veh Fuel Reimb.	DB2801 Senior Veh Fuel Reimb.	DB2801	1	507.55
			Sub-Total:	\$507.55
Dog Licensing	Female, Spayed	A2544	20	90.00
Dog Licensing	Female, Unspayed	A2544	1	12.50

Account Description	Fee Description	Account#	Qty	Local Share
Dog Licensing	Male, Neutered	A2544	17	76.50
			Sub-Total:	\$179.00
Kavanaugh, S.	A2709 Kavanaugh, S. Health/Dental	A2709	2	1,152.20
			Sub-Total:	\$1,152.20
Marriage Lic.	MARRIAGE LICENSE FEE	A1255	3	52.50
			Sub-Total:	\$52.50
Other Revenue	Transfer Station Permit	A2130	3	30.00
			Sub-Total:	\$30.00
TA20.1 Group Insurance	TA20.1 Group Insurance	TA20.1	1	8.00
			Sub-Total:	\$8.00
TH2705 Neighbor Helping Neighbor	TH2705 Neighbor Helping Neighbor	TH2705	3	500.00
			Sub-Total:	\$500.00

Total Local Shares Remitted: \$19,168.92

Amount paid to: NYS Ag. & Markets for spay/neuter program 40.00

Amount paid to: NYS Environmental Conservation 4.72

Amount paid to: State Health Dept. For Marriage Licenses 67.50

Total State, County & Local Revenues: \$19,281.14

Total Non-Local Revenues: \$112.22

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.

Supervisor

Date

Diane R. Deschenes 1/3/17

Town Clerk

Date

Account Description	Fee Description	Account#	Qty	Local Share
A0223 Cash with Fiscal Agent	A0223 Cash with Fiscal Agent	A0223	1	0.00
			Sub-Total:	\$0.00
A0250 D,E,S Amb Warrant	A0250 D,E,S Amb Warrant	A0250	1	93,469.39
			Sub-Total:	\$93,469.39
A0250 Warrant	A0250 Warrant	A0250	5	1,253,769.31
			Sub-Total:	\$1,253,769.31
A0391 Due from other funds	A0391 Due from other funds	A0391	3	50,170.00
			Sub-Total:	\$50,170.00
A0410 State & Federal, Other	A0410 State & Federal, Other	A0410	1	7,433.17
			Sub-Total:	\$7,433.17
A0688 Community Center Key	A0688 Community Center Key	A0688	4	60.00
			Sub-Total:	\$60.00
A1090 Int & Pen RP Taxes	A1090 Int & Pen RP Taxes	A1090	1	8,391.52
			Sub-Total:	\$8,391.52
A1255 Clerk Fees	A1255 Clerk Fees	A1255	4	13.66
			Sub-Total:	\$13.66
A1255 Clerk's Fees	A1255 Copies	A1255	1	12.00
			Sub-Total:	\$12.00
A1255 Peddlers Permit	A1255 Peddlers Permit	A1255	1	100.00
			Sub-Total:	\$100.00
A1550 Dog Redemption	A1550 Dog Redemption	A1550	14	550.00
			Sub-Total:	\$550.00
A2001 Youth Programs	A2001 Youth Programs	A2001	18	1,190.00
			Sub-Total:	\$1,190.00
A2001R Pavilion Deposits	A2001R Pavilion Deposits	A2001R	21	1,775.00
			Sub-Total:	\$1,775.00
A2001R Softball Field Deposit	A2001R Softball Field Deposit	A2001R	8	12,035.00
			Sub-Total:	\$12,035.00
A2130 Transfer Station	A2130 Transfer Station	A2130	72	20,030.00
			Sub-Total:	\$20,030.00
A2610 Justice Court Fees	A2610 Justice Court Fees	A2610	23	162,823.78
			Sub-Total:	\$162,823.78
A2650 Scrap Metal	A2650 Scrap Metal	A2650	8	2,883.47
			Sub-Total:	\$2,883.47
A2701 Refund Prior Yrs Expend	A2701 Refund Prior Yrs Expend	A2701	1	42.00
			Sub-Total:	\$42.00
A2705 Senior Van Rides	A2705 Senior Van Rides	A2705	231	11,821.55
			Sub-Total:	\$11,821.55

Account Description	Fee Description	Account#	Qty	Local Share
A2709 Retiree Ins. H Reilly	A2709 Retiree Ins. H Reilly	A2709	12	1,295.04
			Sub-Total:	\$1,295.04
A2770 Misc. Revenue	A2770 Misc. Revenue	A2770	2	15.20
			Sub-Total:	\$15.20
A2770 NSHA Books	A2770 NSHA Books	A2770	5	118.99
			Sub-Total:	\$118.99
A2770 Return Check Fee	A2770 Return Check Fee	A2770	5	120.00
			Sub-Total:	\$120.00
A3001 NYS Revenue Sharing	A3001 NYS Revenue Sharing	A3001	1	37,704.00
			Sub-Total:	\$37,704.00
A3005 Mortgage Tax	A3005 Mortgage Tax	A3005	1	109,983.35
			Sub-Total:	\$109,983.35
A4689 Fed Aid Social Services	A4689 Fed. Aid Social Services	A4689	5	3,909.85
			Sub-Total:	\$3,909.85
Accounts Receivable	DB 0380 Accounts Receivable	DB0380	2	754.20
			Sub-Total:	\$754.20
Accts. Rec	WH0380 Accts. Rec.	WH0380	1	90.00
			Sub-Total:	\$90.00
B0250 Warrant	B0250 Warrant	B0250	2	127,486.75
			Sub-Total:	\$127,486.75
B1170 Time Warner Franchises	B1170 Time Warner Franchises	B1170	4	36,123.22
			Sub-Total:	\$36,123.22
B1560 Safety Inspection Fees	B1560 Building Permits	B1560	181	40,448.00
			Sub-Total:	\$40,448.00
B1601 Public Health Fees	B1601 Birth Certificate	B1601	1	10.00
B1601 Public Health Fees	B1601 Death Certificate Copies	B1601	38	1,870.00
			Sub-Total:	\$1,880.00
B2110 Zoning	B2110 Zoning	B2110	23	1,580.00
			Sub-Total:	\$1,580.00
B2130 Bins	B2130 Bins	B2130	17	144.00
			Sub-Total:	\$144.00
B2655 Zoning Books	B2655 Sale of Zoning Books	B2655	2	30.00
			Sub-Total:	\$30.00
B2709 Retiree Ins. Cantlin	B2709 Retiree Ins. Cantlin	B2709	12	1,307.72
			Sub-Total:	\$1,307.72
B2770 Miscellaneous Revenue	B2770 Miscellaneous Revenue	B2770	1	0.06
			Sub-Total:	\$0.06
B36204 Building Inspector	B3620.4 Building Inspector	B3620.4	1	132.00

Account Description	Fee Description	Account#	Qty	Local Share
			Sub-Total:	\$132.00
CC 2017	A2590 CC 2017	A2590	1	25.00
			Sub-Total:	\$25.00
CC Usage 2016	A2590 CC Usage 2016	A2590	11	275.00
			Sub-Total:	\$275.00
Clarksville Water Tapping Fee	WC2144 Clarksville Tapping Fee	WC2144	1	35.00
			Sub-Total:	\$35.00
Clerk Fees	A1255 Marriage Transcript	A1255	17	170.00
			Sub-Total:	\$170.00
Conservation	Conservation	A1255	124	670.48
			Sub-Total:	\$670.48
Consolidated Highway Aid	DB3501 Consolidated Highway Aid	DB3501	2	226,109.85
			Sub-Total:	\$226,109.85
DA0250 Warrant	DA0250 Warrant	DA0250	1	2,000.00
			Sub-Total:	\$2,000.00
DB0250 Warrant	DB0250 Warrant	DB0250	2	221,400.00
			Sub-Total:	\$221,400.00
DB2560 Right of Way Permit	DB2560 Right of Way Permit	DB2560	8	1,200.00
			Sub-Total:	\$1,200.00
DB2560 Road Cut	DB2560 Road Cut/911 Fees	DB2560	4	600.00
			Sub-Total:	\$600.00
DB2560 Street Opening Permit	DB2560 Street Opening Permit	DB2560	1	150.00
			Sub-Total:	\$150.00
DB2590 911 Fee	DB2590 911 Fee	DB2590	3	200.00
			Sub-Total:	\$200.00
DB2590 911 Application Fee	DB2590 911 Application Fee	DB2590	21	530.00
			Sub-Total:	\$530.00
DB2650 Scrap Metal	DB2650 Scrap Metal	DB2650	4	4,730.78
			Sub-Total:	\$4,730.78
DB2655 Bid Documents	DB2655 Bid Documents	DB2655	1	195.00
			Sub-Total:	\$195.00
DB2709 G. Klopher	DB2709 G. Klopher	DB2709	1	41.82
			Sub-Total:	\$41.82
DB2709 Retiree Ins. D Kawczak	DB2709 Retiree Ins. D Kawczak	DB2709	13	4,361.13
			Sub-Total:	\$4,361.13
DB2709 Retiree Ins. M Kawczak	DB2709 Retiree Ins. M Kawczak	DB2709	12	4,034.68
			Sub-Total:	\$4,034.68
DB2801 Animal Fuel Reimb.	DB2801 Animal Fuel Reimb.	DB2801	6	2,116.55

Account Description	Fee Description	Account#	Qty	Local Share
			Sub-Total:	\$2,116.55
DB2801 Senior Veh Fuel Reimb.	DB2801 Senior Veh Fuel Reimb.	DB2801	10	3,265.74
			Sub-Total:	\$3,265.74
DB2801 Water, Sewer Fuel Reimb	DB2801 Water, Sewer Fuel Reimb	DB2801	2	1,222.07
			Sub-Total:	\$1,222.07
DB5110 Reimb Sick Pay	DB5110 Reimb Sick Pay	DB5110	1	632.04
			Sub-Total:	\$632.04
Dog license revenue	A2544 Dog license revenue	A2544	1	4.50
			Sub-Total:	\$4.50
Dog Licensing	Female, Spayed	A2544	437	1,966.50
Dog Licensing	Female, Unspayed	A2544	40	500.00
Dog Licensing	Male, Neutered	A2544	389	1,750.50
Dog Licensing	Male, Unneutered	A2544	60	750.00
Dog Licensing	Replacement Tags	A2544	8	0.00
			Sub-Total:	\$4,967.00
Due From Other Funds	TA0630 Due From Other Funds	TA0630	1	2.55
			Sub-Total:	\$2.55
Due to Other Funds	A0630 Due to Other Funds	A0630	1	35.00
			Sub-Total:	\$35.00
Employee Refund	TA018 Employee Refund	TA018	1	188.00
			Sub-Total:	\$188.00
Federal Tax Withholding	TA022 Federal Tax Withholding	TA022	1	168.44
			Sub-Total:	\$168.44
FO OVFC Warrant	FO0250 OVFC Warrant	FO0250	1	355,252.05
			Sub-Total:	\$355,252.05
H05-2770 Miscellaneous Revenue	H05-2770 Miscellaneous Revenue	H05-2770	1	1,575.81
			Sub-Total:	\$1,575.81
H06-7110.2 Parks Lighting Refund	H06-7110.2	H06-7110.2	1	342.45
			Sub-Total:	\$342.45
HNS8397.4 New Salem Meters	HNS8397.4 New Salem Meters	HNS8397.4	10	2,060.00
			Sub-Total:	\$2,060.00
J. Kendall Dental/Health	DB5110.1	DB5110.1	2	290.93
			Sub-Total:	\$290.93
J. Kendall Health/Dental	DB5110.1 J. Kendall	DB5110.1	1	67.14
			Sub-Total:	\$67.14
Kavanaugh, S.	A2709 Kavanaugh, S. Health/Dental	A2709	12	6,463.80
			Sub-Total:	\$6,463.80

Account Description	Fee Description	Account#	Qty	Local Share
Krumkill Road Capital Project	B0391 - Krumkill Road Capital Project	B0391	2	622,342.99
			Sub-Total:	\$622,342.99
LC0250 Warrant	LC0250 Warrant	LC0250	1	6,500.03
			Sub-Total:	\$6,500.03
LD0250 Warrant	LD0250 Warrant	LD0250	1	169.99
			Sub-Total:	\$169.99
LF0250 Warrant	LF0250 Warrant	LF0250	1	6,999.99
			Sub-Total:	\$6,999.99
Marriage Lic.	MARRIAGE LICENSE FEE	A1255	41	717.50
			Sub-Total:	\$717.50
New Salem Meters	HNS2770	HNS2770	26	4,680.00
			Sub-Total:	\$4,680.00
NSF Warrant	FN0250 NSF Warrant	FN0250	1	330,919.15
			Sub-Total:	\$330,919.15
NYS Withholding Tax	TA021 NYS Withholding Tax	TA021	1	24.69
			Sub-Total:	\$24.69
Other Public Safety Dept.	B1589 Other Public Safety Dept.	B1589	1	350.00
			Sub-Total:	\$350.00
Other Revenue	Transfer Station Permit	A2130	58	580.00
			Sub-Total:	\$580.00
Retiree G. Klopfer	DB 2709 Retiree G. Klopfer	DB 2709	9	376.38
			Sub-Total:	\$376.38
SA0250 Warrant	SA0250 Warrant	SA0250	1	55,505.40
			Sub-Total:	\$55,505.40
SM0250 Warrant	SM0250 Warrant	SM0250	1	37,913.96
			Sub-Total:	\$37,913.96
SM0440 Due from other funds	SM0440 Due from other funds	SM0440	1	7,350.01
			Sub-Total:	\$7,350.01
SS0250 Warrant	SS0250 Warrant	SS0250	2	12,339.71
			Sub-Total:	\$12,339.71
SS0360 Usage	SS0360 Usage	SS0360	23	26,698.20
			Sub-Total:	\$26,698.20
SS2122 Hook Up Fee	SS2122 Hook Up Fee	SS2122	6	25,500.00
			Sub-Total:	\$25,500.00
TA018 Payroll NYSERS	TA018 Payroll NYSERS	TA018	1	94.00
			Sub-Total:	\$94.00
TA20.1 Group Insurance	TA20.1 Group Insurance	TA20.1	1	8.00
			Sub-Total:	\$8.00

Account Description	Fee Description	Account#	Qty	Local Share
TB0625 Engineering Trust	TB0625 Engineering Trust	TB0625	15	175,001.25
			Sub-Total:	\$175,001.25
TD2089 Park Land Reserves	TD2089 Park Land Reserves	TD2089	12	11,400.00
			Sub-Total:	\$11,400.00
TH2705 Neighbor Helping Neighbor	TH2705 Neighbor Helping Neighbor	TH2705	9	2,187.00
			Sub-Total:	\$2,187.00
V'ville Amb Fuel	DB2801 V'ville Amb Fuel	DB2801	2	989.82
			Sub-Total:	\$989.82
WAGERING FEES	Bell Jar Permits	A1255	3	30.00
			Sub-Total:	\$30.00
Warrant	WNS0250 Warrant	WNS0250	1	57,960.27
			Sub-Total:	\$57,960.27
WC0250 Warrant	WC0250 Warrant	WC0250	2	100,914.50
			Sub-Total:	\$100,914.50
WC0350 Water Usage	WC0350 Water Usage	WC0350	48	45,071.82
			Sub-Total:	\$45,071.82
WC2144 Water Meter Purchase	WC2144 Water Meter Purchase	WC2144	1	225.00
			Sub-Total:	\$225.00
WCC 0350 Estates Water Usage	WCC 0350 Estates Water Usage	WCC 0350	20	18,929.35
			Sub-Total:	\$18,929.35
WCC Water Meter Purchase	WCC2144 Water Meter Purchase	WCC2144	3	675.00
			Sub-Total:	\$675.00
WF Water Meter Purchase	WF Water Meter Purchase	WF2144	1	295.00
			Sub-Total:	\$295.00
WF Water Usage	WF0350 Water Usage	WF0350	48	65,860.75
			Sub-Total:	\$65,860.75
WF0250 Warrant	WF0250 Warrant	WF0250	2	46,997.33
			Sub-Total:	\$46,997.33
WF2144 Water Service Charges	WF2144 Water Service Charges	WF2144	1	145.00
			Sub-Total:	\$145.00
WG0350 Water Usage	WG0350 Water Usage	WG0350	26	18,168.97
			Sub-Total:	\$18,168.97
WG0440 Warrant	WG0440 Warrant	WG0440	1	907.77
			Sub-Total:	\$907.77
WG2144 Water Meter	WG2144 Water Meter	WG2144	1	610.00
			Sub-Total:	\$610.00
WH0250 Warrant	WH0250 Warrant	WH0250	1	12,470.11

Account Description	Fee Description	Account#	Qty	Local Share
			Sub-Total:	\$12,470.11
WH0350 Water Usage	WH0350 Water Usage	WH0350	33	86,339.11
			Sub-Total:	\$86,339.11
WH0440 Warrant	WH0440 Warrant	WH0440	1	3,956.56
			Sub-Total:	\$3,956.56
WH2144 Water Meter Purchase	WH2144 Water Meter Purchase	WH2144	7	1,365.00
			Sub-Total:	\$1,365.00
WN0250 Warrant	WN0250 Warrant	WN0250	1	66,254.66
			Sub-Total:	\$66,254.66
WN0350 Water Usage	WN0350 Water Usage	WN0350	41	31,882.47
			Sub-Total:	\$31,882.47
WN0440 Warrant	WN0440 Warrant	WN0440	1	1,948.70
			Sub-Total:	\$1,948.70
WN2144 Water Service Charges	WN2144 Water Service Charges	WN2144	1	11,900.00
			Sub-Total:	\$11,900.00
WNS Water Usage	WNS Water District Usage	WNS0350	38	33,255.49
			Sub-Total:	\$33,255.49
WS Water Usage	WS0350 Water Usage	WS0350	33	44,627.44
			Sub-Total:	\$44,627.44
WS0440 Warrant	WS0440 Warrant	WS0440	1	2,590.28
			Sub-Total:	\$2,590.28
Total Local Shares Remitted:				\$4,817,103.69
Amount paid to:	NYS Ag. & Markets for spay/neuter program			1,126.00
Amount paid to:	NYS Environmental Conservation			14,162.52
Amount paid to:	State Comptroller for Games of Chance			45.00
Amount paid to:	State Health Dept. For Marriage Licenses			922.50
Total State, County & Local Revenues:				\$4,833,359.71
Total Non-Local Revenues:				\$16,256.02

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.


Supervisor

1-3-2017
Date


Town Clerk

1/3/17
Date

TO THE SUPERVISOR OF THE TOWN OF NEW SCOTLAND, N. Y.

Pursuant to Section 27, Subd. 1 of the Town Law, I hereby make the following statement of all Fees and Moneys received by me during the month of December 2016 in connection with my office, excepting only such Fees and Moneys the application and payment of which are otherwise provided for by law.

DATE	PAID BY	NATURE OF PAYMENT	AMOUNT
12/19	Appleby F.H.	6 death certificates	*60.00
12/23	Reilly & Son F.H.	8 death certificates	*80.00
12/27	Reilly & Son F.H.	4 death certificates	*40.00
TOTAL			\$ 180.00

STATE OF NEW YORK
COUNTY OF Albany
TOWN OF New Scotland

Patricia Barber
Registrar

, being duly sworn, says that she is the 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 3rd day of January 2017

Patricia A. Barber

RECEIPT OF SUPERVISOR

Total amount Fees Remitted to the Supervisor \$ 180.00

RECEIVED PAYMENT

Dated 1-3-2017 [Signature] Supervisor

ATTACHMENT #5b

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 ^{year} month of 2016 in connection with my office, excepting only such Fees and Moneys the application and payment of which are otherwise provided for by law.

DATE	PAID BY	NATURE OF PAYMENT	AMOUNT
<i>See Attached</i>			
			TOTAL \$ <u>1880.00</u>

STATE OF NEW YORK

COUNTY OF Albany

TOWN OF New Scotland

Patricia Barber
Register

being duly sworn, says that she is the 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 3rd day of January 2017

Patricia Barber

RECEIPT OF SUPERVISOR

Total amount Fees Remitted to the Supervisor \$ 1,880.00

RECEIVED PAYMENT

Dated 1-3-2017

[Signature] Supervisor

Miscellaneous Cash Report

For Transaction Type: Miscellaneous Cash
 For Fee Type: B1601 Death Certificate Copies
 Date Range: 01/01/2016 to 12/31/2016

<u>Transaction Type</u>	<u>Fee Type</u>	<u>Receipt #</u>	<u>Date</u>	<u>Customer</u>	<u>Qty</u>	<u>Total</u>
Miscellaneous Cash	B1601 Death Certificate Copies	13165	01/06/2016	Reilly & Son Funeral Home, I	1	\$60.00
Miscellaneous Cash	B1601 Death Certificate Copies	13169	01/06/2016	Parker Brothers Memorial Fun 2013 Broadway Watervliet, NY 12189	1	\$70.00
Miscellaneous Cash	B1601 Death Certificate Copies	13270	02/01/2016	Reilly & Son Funeral Home, I	1	\$50.00
Miscellaneous Cash	B1601 Death Certificate Copies	13280	02/08/2016	Office of the NYS Comptrolle	1	\$10.00
Miscellaneous Cash	B1601 Death Certificate Copies	13435	03/18/2016	Reilly & Son Funeral Home, I	6	\$60.00
Miscellaneous Cash	B1601 Death Certificate Copies	13442	03/21/2016	Mcveigh Funeral Home 208 North Allen St. Albany, NY 12206	1	\$80.00
Miscellaneous Cash	B1601 Death Certificate Copies	13444	03/21/2016	New Comer Funeral Home	1	\$100.00
Miscellaneous Cash	B1601 Death Certificate Copies	13492	03/30/2016	Parker Brothers Memorial Fun 2013 Broadway Watervliet, NY 12189	1	\$100.00
Miscellaneous Cash	B1601 Death Certificate Copies	13508	04/01/2016	New Comer Funeral Home	1	\$100.00
Miscellaneous Cash	B1601 Death Certificate Copies	13586	04/15/2016	New Comer Funeral Home	1	\$30.00
Miscellaneous Cash	B1601 Death Certificate Copies	13611	04/21/2016	New Comer Funeral Home	1	\$40.00
Miscellaneous Cash	B1601 Death Certificate Copies	13637	05/02/2016	Simple Choices, Inc 1088 Western Avenue Albany, NY 12203	1	\$30.00
Miscellaneous Cash	B1601 Death Certificate Copies	13678	05/10/2016	Bryce Funeral Home, Inc. 276 Pawling Ave. Troy, NY 12180	1	\$50.00
Miscellaneous Cash	B1601 Death Certificate Copies	13715	05/19/2016	Reilly & Son Funeral Home, I	1	\$50.00
Miscellaneous Cash	B1601 Death Certificate Copies	13748	05/31/2016	Reilly & Son Funeral Home, I	1	\$60.00
Miscellaneous Cash	B1601 Death Certificate Copies	13760	06/03/2016	Durant Funeral Home, Inc.	1	\$100.00
Miscellaneous Cash	B1601 Death Certificate Copies	13773	06/07/2016	Reilly & Son Funeral Home, I	1	\$30.00
Miscellaneous Cash	B1601 Death Certificate Copies	14000	08/05/2016	New Comer Funeral Home	1	\$150.00

Miscellaneous Cash Report

For Transaction Type: Miscellaneous Cash

For Fee Type: B1601 Death Certificate Copies

Date Range: 01/01/2016 to 12/31/2016

Transaction Type	Fee Type	Receipt #	Date	Customer	Qty	Total
Miscellaneous Cash	B1601 Death Certificate Copies	14056	08/16/2016	Mulrooney, Judy 2 Elizabeth Dr Voorheesville, NY 12186	1	\$10.00
Miscellaneous Cash	B1601 Death Certificate Copies	14073	08/23/2016	Frendall Funeral Home 199 Main Street Altamont, NY 12009	1	\$60.00
Miscellaneous Cash	B1601 Death Certificate Copies	14116	08/30/2016	Frendall Funeral Home 199 Main Street Altamont, NY 12009	1	\$30.00
Miscellaneous Cash	B1601 Death Certificate Copies	14174	09/12/2016	Wiley, Richard 49 E. Springettsbury Ave. York, PA 17403	1	\$10.00
Miscellaneous Cash	B1601 Death Certificate Copies	14272	09/30/2016	Reilly & Son Funeral Home, I	1	\$50.00
Miscellaneous Cash	B1601 Death Certificate Copies	14290	10/04/2016	Reilly & Son Funeral Home, I	1	\$50.00
Miscellaneous Cash	B1601 Death Certificate Copies	14291	10/04/2016	Lawson, Nancy 60 Scutt Rd. Feura Bush, NY 12067	1	\$50.00
Miscellaneous Cash	B1601 Death Certificate Copies	14311	10/12/2016	Reilly & Son Funeral Home, I	1	\$110.00
Miscellaneous Cash	B1601 Death Certificate Copies	14312	10/12/2016	Storm, Kenneth 1990 New Scotland Rd., Lot 33 Slingerlands, NY 12159	1	\$20.00
Miscellaneous Cash	B1601 Death Certificate Copies	14394	11/09/2016	Applebee Funeral Home	1	\$60.00
Miscellaneous Cash	B1601 Death Certificate Copies	14416	11/16/2016	Reilly & Son Funeral Home, I	1	\$40.00
Miscellaneous Cash	B1601 Death Certificate Copies	14442	11/28/2016	Reilly & Son Funeral Home, I	1	\$30.00
Miscellaneous Cash	B1601 Death Certificate Copies	14480	12/19/2016	Applebee Funeral Home	1	\$60.00
Miscellaneous Cash	B1601 Death Certificate Copies	14488	12/23/2016	Reilly & Son Funeral Home, I	1	\$80.00
Miscellaneous Cash	B1601 Death Certificate Copies	14489	12/27/2016	Reilly & Son Funeral Home, I	1	\$40.00

Total Quantity: 38

Grand Total: \$1,870.00

Miscellaneous Cash Report

For Transaction Type: Miscellaneous Cash

For Fee Type: B1601 Birth Certificate

Date Range: 01/01/2016 to 12/31/2016

<u>Transaction Type</u>	<u>Fee Type</u>	<u>Receipt #</u>	<u>Date</u>	<u>Customer</u>	<u>Qty</u>	<u>Total</u>
Miscellaneous Cash	B1601 Birth Certificate	14054	08/16/2016	Hotaling, Chrissy 221 Orchard Hill Rd. Slingerlands, NY 12159	1	\$10.00

Total Quantity: 1

Grand Total: \$10.00



TOWN OF NEW SCOTLAND

Diane R. Deschenes, RMC
Town Clerk / Tax Collector
dideschenes@townofnewscotland.com

Patricia A. Barber
Deputy Town Clerk
pbarber@townofnewscotland.com

www.townofnewscotland.com

Pay the Bills January 11, 2017		
Abstract #	Vouchers	
	20170018-20170109	\$190,529.85
Prepays or three signatures		
Abstract#	Vouchers	Amount
1410	20161518-20161519	\$813.77
1411	20151520	\$38,487.26
1412	2011471	Void
1413	20161521	\$1,380.52
1414	20162522	\$16.45
1415	20161523	\$36,513.52
1416	20161524	\$4,214.00
1417	20161525	\$2,420.14
1418	20170001	\$1,571.46
1419	20170002	\$1,995.00
1420	20170003	\$466.98
1421	20170004	\$84.41
1422	20170005	\$124.32
1423	20170006	\$23.34
1424	20170007	\$421.59
1425	20170008	\$25.63
1426	20170009	\$381.53
1427	20170010	\$59.80
1428	20170011	\$332.15
1429	20170012	\$34.41
1430	20170013	\$169.39
1431	20170014	\$23.80
1432	20170015	\$141.41
1433	20170016	\$649.14
1434	20170017	\$160,522.00

Town Hall
2029 New Scotland Road
Slingerlands, NY 12159

Phone: (518) 439-4865
Fax: (518) 478-0217
TDD 1-800-662-1220

The Town of New Scotland is an equal opportunity provider and employer. Discrimination is prohibited by Federal Law. Complaints of discrimination may be filed with USDA, Director, Office of Civil rights Room 326-W, Whitten Building, 14th and Independence, Ave., SW, Washington, DC 20250-9410

ATTACHMENT #6