

**TOWN OF NEW SCOTLAND  
TOWN BOARD MEETING  
February 10, 2016 - 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. Barber*
  - **December 29, 2015**      **Special Town Board Meeting**
  - **January 1, 2016**      **Organizational Meeting**
  - **January 13, 2016**     **Regular Town Board Meeting**
  - **January 20, 2016**     **Special Town Board Meeting**
  
5. **Discussion/Action re: Proposed Local Law A of 2016, a local law amending the Planning Board and Zoning Board term limits** *Mr. LaGrange  
Attachment #1*
  
6. **Discussion/Action re: appointment of Town Board Member to fill vacancy.** *Mr. LaGrange*
  
7. **Standard Work Day & Reporting Resolution for Highway Superintendent Kenneth Guyer, Town Board Member Patricia Snyder and Town JusticeS David Wukitsch AND Margaret Adkins** *Mr. LaGrange  
Attachment #2*
  
8. **Engineering:**
  - **Stantec Engineering Task Order Request, Highway Dept. engineering for bridges** *Attachment #3*
  
9. **Highway Department:** *Mr. Guyer  
Attachment #4  
Attachment #4a*
  - **Shared Services Agreement between NYS DOT and Town of New Scotland**
  - **National Grid lighting grant**
  - **Authorization to declare old pressure washer as surplus**
  - **Request to advertise for summer employment in parks and highway departments**
  
10. **Fire and Ambulance:** *Mr. LaGrange  
Attachment #5  
Attachment #5a*
  - **Discussion/action re: contract with the Onesquethaw Volunteer Fire Company, Inc. for fire and ambulance services in 2016.**
  - **Discussion/action re: contract with the New Salem Volunteer Fire Department, Inc. for fire services in 2016.**

- |  |  |
|--|--|
| <b>11. Liaison Reports</b>   | <i>Various Board Members</i>   |
| <b>12. Departmental Monthly Reports:</b> <ul style="list-style-type: none"><li>• <b>Town Clerk, January 2016</b></li><li>• <b>Tax Collector, January 2016</b></li><li>• <b>Registrar, January 2016</b></li><li>• <b>Justice Wukitsch, December 2015</b></li><li>• <b>Justice Adkins, December 2015</b></li></ul> | <i>Attachment #6</i><br><i>Attachment #6a</i><br><i>Attachment #6b</i><br><i>Attachment #6c</i><br><i>Attachment #6d</i> |
| <b>13. Invitation to the Public to Discuss Non-Agenda Items</b>  | <i>Mr. LaGrange</i>  |
| <b>14. Pay the Bills</b>   | <i>Mr. LaGrange</i><br><i>Attachment #7</i>  |
| <b>15. Approve any Budget Modifications</b>  | <i>Mr. LaGrange</i><br><i>Attachment #8</i>  |
| <b>16. Adjourn</b>   | <i>Mr. LaGrange</i>  |

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**Town of New Scotland**

*Proposed*  
**Local Law A of the Year 2016**

**A local law amending the Planning Board and Zoning Board Term Limits.**

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

**Section I. Purpose and Findings**

The Town of New Scotland adopted: (1) Local Law No. 3 of the Year 2010; and (2) Local Law No. 2 of the Year 2011, which laws amended certain provisions of the Town Code, and imposed term limits for Planning Board and Zoning Board of Appeals members, respectively. Due to the limited number of qualified candidates who are willing to serve as members of the boards and the overall population of the Town, the Town Board has found that the term limits can be unduly restrictive. To retain qualified members of the Planning Board and Zoning Board of Appeals who would otherwise be ineligible to serve, the Town Board has determined that the Town Code should be amended to allow a procedure for making exceptions to the term-limit rules in certain circumstances on the affirmative vote of a supermajority of the Town Board.

**Section II. Authority**

This law is enacted by the Town Board of the Town of New Scotland pursuant to its authority to adopt Local Laws under Article IX of the New York State Constitution, Article 18 of the General Municipal Law, and the Municipal Home Rule Law.

**Section III. Amendments**

A. Section 190-89 of the Town Code of the Town of New Scotland is hereby amended by adding the following subparagraph (G) to § 190-89:

(G) Notwithstanding the provisions of Section 190-89(D) of the Town Code to the contrary, if, in the opinion of the Town Board, reappointment of a member of the Planning Board who has served two full terms (ten years) is in the best interest of the public, given the member's qualifications and experience, the Town Board may, by a supermajority vote, reappoint the Planning Board member whose term has expired for an additional term or terms. A supermajority

vote requires the affirmative vote of four of the five members of the Town Board.

B. Section 190-70 of the Town of New Scotland Town Code is hereby amended by adding subparagraph (F) to § 190-70:

(F) Notwithstanding the provisions of Section 190-70(D) to the contrary, if, in the opinion of the Town Board, reappointment of a member of the Zoning Board who has served two full terms (ten years) is in the best interest of the public, given the member's qualifications and experience, the Town Board may, by a supermajority vote, reappoint a member of the Zoning Board of Appeals whose term has expired for an additional term or terms. A supermajority vote requires the affirmative vote of four of the five members of the Town Board.

**Section IV. Severability**

If any word, phrase or part of this law shall be declared invalid or unconstitutional, the same shall be severed and separate from the remainder of the law, and said remainder shall continue in full force and effect.

**Section V. Effective Date**

This local law shall be effective upon filing with the Secretary of State.

**Section VI. Repeal of Other Laws**

All local laws in conflict with provisions of this Local Law are hereby superseded.

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

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

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

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

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

**3. (Final adoption by referendum.)**

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

**4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)**

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_ of 20\_\_ of the Town of New Scotland was duly passed by the \_\_\_\_\_ on \_\_\_\_\_ 20\_\_, and was (approved) (not approved) (repassed after disapproval) by the \_\_\_\_\_ on \_\_\_\_\_ 20 \_\_\_\_.

Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of \_\_\_\_\_, 20 \_\_\_\_\_, in accordance with the applicable provisions of law.

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

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

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

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

I hereby certify that the local law annexed hereto, designated as local law No.\_\_\_\_ of 20\_\_ of the County of \_\_\_\_\_State of New York, having been submitted to the electors at the General Election of November \_\_\_\_\_ 20\_\_, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

**(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)**

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

\_\_\_\_\_  
New Scotland Town Clerk

(Seal)

Date: \_\_\_\_\_

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

STATE OF NEW YORK  
COUNTY OF ALBANY

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

Signature \_\_\_\_\_  
New Scotland Town Attorney

Date: \_\_\_\_\_



Office of the New York State Comptroller  
 New York State and Local Retirement System  
 Employees' Retirement System  
 Police and Fire Retirement System  
 110 State Street, Albany, New York 12244-0001

# Standard Work Day and Reporting Resolution

## RS 2417-A

(12/10)

BE IT RESOLVED, that the Town of New Scotland / Location code 30376 hereby establishes the following as standard work days for elected and appointed officials and will report the following days worked to the New York State and Local Employees' Retirement System based on the time keeping system records or the record of activities maintained and submitted by these officials to the clerk of this body:

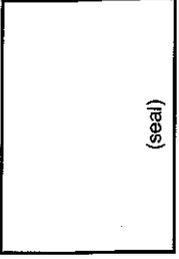
Title	Name	Social Security Number (Last 4 digits)	Registration Number	Standard Work Day (Hrs/day)	Term Begins/Ends	Participates in Employer's Time Keeping System (Y/N)	Days/Month (based on Record of Activities)	Tier 1 (Check only if member is in Tier 1)	Not Submitted (Check box if no record of activities completed or timekeeping system)
<b>Elected Officials</b>									
Highway Superintendent	Kenneth Guyer	xxxx	xxxxx339	7	1/1/2016-12/31/2017	N	21.54	<input type="checkbox"/>	<input type="checkbox"/>
Town Board Member	Patricia Snyder	xxxx	xxxxx554	7	1/1/2016-12/31/2019	N	5.77	<input type="checkbox"/>	<input type="checkbox"/>
Town Justice	David Wukitsch	xxxx	xxxxx674	7	1/1/2016-12/31/2019	N	7.54	<input type="checkbox"/>	<input type="checkbox"/>
Town Justice	Margaret Adkins	xxxx	xxxxx652	7	1/1/2016-12/31/2019	N	8.91	<input type="checkbox"/>	<input type="checkbox"/>
<b>Appointed Officials</b>									
								<input type="checkbox"/>	<input type="checkbox"/>
								<input type="checkbox"/>	<input type="checkbox"/>
								<input type="checkbox"/>	<input type="checkbox"/>

If additional rows are needed, please use form RS2417-B and attach.

On this      day of     , 20    , Date enacted: 02/10/2016  
 I, Patricia Barber, Deputy Town Clerk, clerk of the governing board of the Town of New Scotland, of the State of New York, do hereby certify that I have compared the foregoing with the original resolution passed by such board, at a legally convened meeting held on the 10th day of February, 2016 on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

I further certify that the full board, consists of 5 members, and that 4 of such members were present at such meeting and that 4 of such members voted in favor of the above resolution.

IN WITNESS WHEREOF, I have hereunto Set my hand and the seal of the Town of New Scotland (Name of Employer)



This document consists of      page(s) (see additional RS2417-B forms attached).



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

**RECEIVED**

JAN 19 2016

**SUPERVISOR**

January 8, 2016  
File: HD - Bridges

**Douglas LaGrange, Supervisor**

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

**Reference: Task Order Request  
Bridges - Highway Department Engineering  
Town of New Scotland, Albany County, New York  
Town Fund DA 5120.4**

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 Bridges, Highway Department.

**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 Highway Engineering Services - Bridges will typically include:

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

**Assumptions** – Bridge Engineering Services include up to \$2,000 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 – Bridges  
Highway Department Consulting - 2016

### 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
<b>A. Bridges</b>				
200	Bridges		\$2,000	Start: 01/02/2016 Finish: 12/31/2016
<b>TOTAL ESTIMATED COST</b>		<b>\$2,000</b>		



January 8, 2016  
Douglas LaGrange, Supervisor  
Page 3 of 3

**Reference: Task Order Request – Bridges  
Highway Department Consulting - 2016**

**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](mailto:Mark.Dempf@stantec.com)

**Authorization to Proceed:**

\_\_\_\_\_  
Douglas LaGrange, Supervisor  
Town of New Scotland

\_\_\_\_\_  
Date:

c. Ken Guyer, Highway Superintendent  
Town Board

w

**SHARED SERVICES AGREEMENT**  
**Between**  
**NYSDOT and Town of New Scotland Highway Department**

THIS AGREEMENT, dated \_\_\_\_\_, 201\_, is between the People of the State of New York, hereinafter referred to as "State" or "NYSDOT" and the Town of New Scotland Highway Department hereinafter referred to as "Municipality." Pursuant to Section 99-r of the General Municipal Law, the State and the Municipality wish to share services, exchange or lend materials or equipment which shall promote and assist the maintenance of State and Municipal roads and highways and provide a cost savings by maximizing the effective utilization of both parties' resources. The State and the Municipality agree to share services as follows:

1. Description and Cost of Services, Materials or Equipment to be shared: Provide details of the services, materials or equipment to be shared in the attached standard Schedule A. The total amount of the agreement shall not exceed ten thousand dollars (\$10,000.00). If applicable, indicate that the return exchange will be determined at a later date.
2. The Provider's employees shall remain under full supervision and control of the Provider. The parties shall remain fully responsible for their own employees for all matters, including but not limited to, salary, insurance, benefits and Workers Compensation.
3. If the borrowed machinery or equipment is damaged or otherwise needs repair arising out of or in connection with the Recipient's use, the Recipient shall be responsible for such repairs.
4. The Municipality agrees to indemnify the State for any and all claims arising out of the Municipality's acts or omissions under this Agreement.
5. The term of this Agreement shall be for one (1) year. The parties will endeavor to provide no less than thirty (30) days' notice of its intent to extend the Agreement. Either party may revoke this Agreement by providing sixty (60) days written notice of such revocation. Upon revocation, any outstanding obligations of the parties must be satisfied within thirty (30) days of the date of such revocation.

NYSDOT – Region One

MUNICIPALITY

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Resident Engineer – Albany County

By: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_ Highway Superintendant

NYSDOT – Region \_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Regional Director of Operations

**SCHEDULE A**

NYS DOT

Description of services, materials, or equipment (Check All that apply) to be shared: **To be determined.**

Estimated Cost/Value of Service Equipment Materials (Check All that apply): **To be determined.**

Total NYS DOT Cost/Value: \_\_\_\_\_

MUNICIPALITY

Description of services, materials, or equipment (Check All that apply) to be shared: **To be determined.**

Estimated Cost/Value of Service Equipment Materials (Check All that apply): **To be determined.**

Total MUNICIPALITY Cost/Value: \_\_\_\_\_

S045 Small Business Services Program  
 Questions? Call us at 1-800-332-3333

# Energy Savings Plan

**nationalgrid**

DETAIL

Application Number: 3871865

Date: 9/1/2015

<b>Customer Name:</b>	TOWN OF NEW SCOTLAND TOWN	<b>Application Number:</b>	3871865
<b>DBA Name:</b>	TOWN OF NEW SCOTLAND HWY GARAGE	<b>Account Number:</b>	73424-21100
<b>Address:</b>	2869 NEW SCOTLAND RD	<b>Telephone:</b>	518-475-0385
<b>City:</b>	VOORHEESVILLE	<b>Contact Name:</b>	KEN GUYER
<b>State and Zip:</b>	NY 12186	<b>Auditor Name:</b>	SHAUN HAMMOND
<b>Facility Square Footage:</b>	..	<b>Audit Date:</b>	07/15/2015

ECM Id	Site Location	ECM Code	ECM Description	Kit Type	Quantity	KW Savings	KWH Savings
145298 1	Pole Lights	186	LED - 112W	Install LED Area/Pole Mount	2	0.69	3,067.79
145298 2	Garage Shed Floods	134	LED - 58W - HW	Install LED Exterior Surface Mount	3	0.71	3,179.59
145298 5	Gas Pumps	186	LED - 112W	Install LED Area/Pole Mount	2	0.69	3,067.79
<b>Total</b>						<b>2.08</b>	<b>9,315.18</b>

# Energy Savings Plan **nationalgrid**

SUMMARY  
 Application Number: 3871865

Date: 9/1/2015

<b>Customer Name:</b>	TOWN OF NEW SCOTLAND TOWN	<b>Application Number :</b>	3871865
<b>DBA Name:</b>	TOWN OF NEW SCOTLAND HWY GARAGE	<b>Account Number:</b>	73424-21100
<b>City :</b>	2869 NEW SCOTLAND RD VOORHEESVILLE	<b>Telephone :</b>	518-475-0385
<b>State and Zip :</b>	NY 12186	<b>Contact Name :</b>	KEN GUYER
<b>Facility Square Footage :</b>	--	<b>Auditor Name :</b>	SHAUN HAMMOND
		<b>Audit Date :</b>	07/15/2015

Save money on your electric bill by using energy more efficiently. And, through the power of action, you reduce greenhouse gases (CO<sub>2</sub>) annually by 10,247 pounds.

<b>Estimated Annual Savings (KWH)</b>
9,315.18

<b>Estimated Annual Savings in Dollars</b>
\$1,035.85

Estimated Job Cost	Prevailing Wage	Lift Charge	Mount Charge	Estimated Customer Contribution	Estimated National Grid Contribution
\$5,430.61	\$568.50	\$600.00	--	\$3,714.33	\$1,716.28

<b>Payback Period in Months</b>
43

No upfront cost to you - repay your contribution on your monthly electric bill.

Choose from 3 convenient payment options.

<b>Lump Sum Payment</b> ( Additional 15% Discount)
\$3,332.46

<b>12 Monthly Payments</b> ( Interest Free)
\$309.53

<b>24 Monthly Payments</b> ( Interest Free)
\$154.76

# Terms & Conditions



Date: 9/1/2015

Customer Name:	TOWN OF NEW SCOTLAND TOWN	Vendor:	RISE ENGINEERING
Address:	2869 NEW SCOTLAND RD	Audit Date:	07/15/2015
Town, State, and Zip Code:	VOORHEESVILLE, NY 12186	Auditor	SHAUN HAMMOND
Account Number:	73424-21100	Application No:	3871865

National Grid ("Company") is offering an energy conservation program ("Program") to certain commercial and industrial customers ("Customer") that have an average monthly demand less than or equal to 110 kW. Under the Program, the Company is arranging the installation of certain energy efficiency measures ("Measures") at the facilities of eligible customers. Customer agrees to have a contractor hired by the Company for the Program install the Measures and pay a portion of the installation cost as described in Section Six listed below. The following are terms and conditions that govern the Program and the installation of the Measures:

### 1. Measures to be Installed

An independent contractor ("Installation Contractor") hired by the Company will install at Customer's property the conservation Measures described in Section Six below. The Installation Contractor shall permanently disable all lamps replaced pursuant to this Agreement (make them unfit for reuse). The disposal of any lighting equipment which is removed (with exception of fluorescent ballasts and lamps) will be the responsibility of the participating Customer. The disposal of any fluorescent ballasts and lamps will be the responsibility of an outside contractor hired by the Company.

### 2. Installation Date

The Installation Contractor will attempt to install the Measures within thirty (30) days of Customer signing this Agreement.

### 3. Warranty and Disclaimers

- (a) The Company will provide a one-time equipment replacement free of charge for any equipment that fails to operate according to manufacturer's specifications for a period of two years after the date of the original installation. Lamps will be warranted for one year.
- (b) Customer may have other warranty rights that may have been provided by the manufacturer of the devices installed under this Agreement. Customer, however, may exercise such rights only against the manufacturer, and not against the Company or its affiliates.
- (c) OTHER THAN THE REPLACEMENT WARRANTY STATED IN SUBPARAGRAPH 3(a) ABOVE, NEITHER THE COMPANY NOR ITS AFFILIATES MAKE ANY WARRANTIES OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE
- (d) The Company does not guarantee that the Measures will, in fact, save any level of energy or result in a lowering of the customer's electric utility bill.
- e) Neither the Company nor its affiliates shall be liable to Customer for consequential or incidental damages arising out of the Program, whether in contract, tort (including negligence) or any other theory of recovery.

### 4. Access to Property

- (a) Customer will provide reasonable access to Customer's property during normal business hours for Installation Contractor to perform the installation work.
- (b) In addition, the Customer will allow the Company to make a reasonable number of follow-up visits during the twenty-four months following installation, with advance notice and at a time convenient to the customer. The purpose of the follow-up visits is to provide the Company with an opportunity to review the operation of the Measures for program education purpose. During the follow-up visits, the Company may make suggestions to the Customer regarding operation of the Measures, but the Customer is under no obligation to follow any such suggestions. If the Customer does follow any instructions, the Company will not be liable to the Customer in tort (including negligence) for the Customer's reliance on the suggestions.

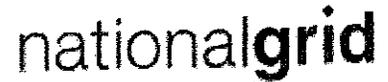
### 5. Discretion of Installation Contractor

When undertaking the installation, the Installation Contractor or the Company (at their sole discretion) may choose not to make the installations specified below for reasons related to safety, discovery of unforeseen conditions, or the complete utilization of the Company's program budget.

Initial Here: \_\_\_\_\_

ATTACHMENT #4a

# Terms & Conditions



Date: 9/1/2015

Customer Name: TOWN OF NEW SCOTLAND TOWN      Application No: 3871865  
 Address: 2869 NEW SCOTLAND RD  
 Town, State, and Zip Code: VOORHEESVILLE, NY 12186

### 6. Equipment and Customer Contribution

(a) The Installation Contractor will install the equipment listed on the attached Small Business Energy Savings Plan, incorporated herein by reference. The estimated cost of the installation including the estimated cost of the Customer's contribution is also itemized on this report. The Customer may choose to pay its cost contribution over twelve or twenty-four months or may choose to pay it in one lump sum. If the Customer chooses to pay it in one lump sum, the Company shall discount the Customer's contribution by 15%.

The Customer opts to pay its cost contribution by (check one):

- Lump sum payment of \$3,332.46 includes Customer discount of 15%
- Twelve (12) monthly payments of \$309.53 per month
- Twenty-four (24) monthly payments of \$154.76 per month

(b). The Customer shall pay no more than the estimated cost shown on the report. If the actual cost of the installation is less than the estimated cost or if the Installation Contractor chooses not to make an installation in accordance with Section 5, the Installation Contractor shall adjust the customer's contribution and advise the Customer.

### 7. Participation in Other Energy Efficiency Programs

The installed measures are not eligible for incentives from other energy efficiency programs.

### 8. Authorized Signature of Customer

By signing below, the Customer agrees to the applicability of the terms and conditions described above.

#### CUSTOMER ADDRESS WHERE MEASURES WILL BE INSTALLED:

TOWN OF NEW SCOTLAND TOWN  
 2869 NEW SCOTLAND RD  
 VOORHEESVILLE, NY 12186

Signature: \_\_\_\_\_

Name(Print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Incorporated       Not Incorporated

If Not Incorporated, Federal ID # \_\_\_\_\_

ATTACHMENT #4a

S045 Small Business Services Program  
 Questions? Call us at 1-800-332-3333

# Energy Savings Plan

nationalgrid

DETAIL

Application Number: 3871864

Date: 9/1/2015

<b>Customer Name:</b>	TOWN OF NEW SCOTLAND	<b>Application Number:</b>	3871864
<b>DBA Name:</b>	TOWN OF NEW SCOTLAND	<b>Account Number:</b>	61412-30100
<b>Address:</b>	SWIFT RD	<b>Telephone:</b>	518-475-0385
<b>City:</b>	NEW SCOTLAND	<b>Contact Name:</b>	KEN GUYER
<b>State and Zip:</b>	NY 12127	<b>Auditor Name:</b>	SHAUN HAMMOND
<b>Facility Square Footage:</b>	--	<b>Audit Date:</b>	07/15/2015

ECVI ID	Site Location	ECVI Code	ECM Description	Kit Type	Quantity	KW Savings	KWH Savings
145272 3	Pole Lights	186	LED - 112W	Install LED Area/Pole Mount	4	1.37	6,135.58
145272 4	Garage Flood	186	LED - 112W	Install LED Area/Pole Mount	1	0.34	1,533.90
145272 5	Flag Pole	134	LED - 58W - HW	Install LED Exterior Surface Mount	1	0.17	778.13
171981 4	Garage	104	LED - 21W - HW	HID Exterior Fixture Installation Kit	2	0.20	885.46
<b>Total</b>						<b>2.09</b>	<b>9,333.06</b>

# Energy Savings Plan nationalgrid

SUMMARY  
 Application Number: 3871864

Date: 9/1/2015

<b>Customer Name:</b>	TOWN OF NEW SCOTLAND	<b>Application Number :</b>	3871864
<b>DBA Name:</b>	TOWN OF NEW SCOTLAND	<b>Account Number:</b>	61412-30100.
	SWIFT RD	<b>Telephone :</b>	518-475-0385
<b>City :</b>	NEW SCOTLAND	<b>Contact Name :</b>	KEN GUYER
<b>State and Zip :</b>	NY 12127	<b>Auditor Name :</b>	SHAUN HAMMOND
<b>Facility Square Footage :</b>	--	<b>Audit Date :</b>	07/15/2015

Save money on your electric bill by using energy more efficiently. And, through the power of action, you reduce greenhouse gases (CO2) annually by 10,266 pounds.

Estimated Annual Savings (KWH)
9,333.06

Estimated Annual Savings in Dollars
\$1,037.84

Estimated Job Cost	Prevailing Wage	Lift Charge	Mount Charge	Estimated Customer Contribution	Estimated National Grid Contribution
\$5,814.50	\$645.00	\$516.00	\$322.50	\$4,101.00	\$1,713.50

Payback Period in Months
47

No upfront cost to you - repay your contribution on your monthly electric bill.

Choose from 3 convenient payment options.

Lump Sum Payment (Additional 15% Discount)
\$3,708.38

12 Monthly Payments (Interest Free)
\$341.75

24 Monthly Payments (Interest Free)
\$170.88

# Terms & Conditions



Date: 9/1/2015

Customer Name:	TOWN OF NEW SCOTLAND	Vendor:	RISE ENGINEERING
Address:	SWIFT RD	Audit Date:	07/15/2015
Town, State, and Zip Code:	NEW SCOTLAND, NY 12127	Auditor:	SHAUN HAMMOND
Account Number:	61412-30100	Application No:	3871864

National Grid ("Company") is offering an energy conservation program ("Program") to certain commercial and industrial customers ("Customer") that have an average monthly demand less than or equal to 110 kW. Under the Program, the Company is arranging the installation of certain energy efficiency measures ("Measures") at the facilities of eligible customers. Customer agrees to have a contractor hired by the Company for the Program install the Measures and pay a portion of the installation cost as described in Section Six listed below. The following are terms and conditions that govern the Program and the installation of the Measures:

**1. Measures to be Installed**

An independent contractor ("Installation Contractor") hired by the Company will install at Customer's property the conservation Measures described in Section Six below. The Installation Contractor shall permanently disable all lamps replaced pursuant to this Agreement (make them unfit for reuse). The disposal of any lighting equipment which is removed (with exception of fluorescent ballasts and lamps) will be the responsibility of the participating Customer. The disposal of any fluorescent ballasts and lamps will be the responsibility of an outside contractor hired by the Company.

**2. Installation Date**

The Installation Contractor will attempt to install the Measures within thirty (30) days of Customer signing this Agreement.

**3. Warranty and Disclaimers**

(a) The Company will provide a one-time equipment replacement free of charge for any equipment that fails to operate according to manufacturer's specifications for a period of two years after the date of the original installation. Lamps will be warranted for one year.

(b) Customer may have other warranty rights that may have been provided by the manufacturer of the devices installed under this Agreement. Customer, however, may exercise such rights only against the manufacturer, and not against the Company or its affiliates.

(c) OTHER THAN THE REPLACEMENT WARRANTY STATED IN SUBPARAGRAPH 3(a) ABOVE, NEITHER THE COMPANY NOR ITS AFFILIATES MAKE ANY WARRANTIES OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

(d) The Company does not guarantee that the Measures will, in fact, save any level of energy or result in a lowering of the customer's electric utility bill.

(e) Neither the Company nor its affiliates shall be liable to Customer for consequential or incidental damages arising out of the Program, whether in contract, tort (including negligence) or any other theory of recovery.

**4. Access to Property**

(a) Customer will provide reasonable access to Customer's property during normal business hours for Installation Contractor to perform the installation work.

(b) In addition, the Customer will allow the Company to make a reasonable number of follow-up visits during the twenty-four months following installation, with advance notice and at a time convenient to the customer. The purpose of the follow-up visits is to provide the Company with an opportunity to review the operation of the Measures for program education purpose. During the follow-up visits, the Company may make suggestions to the Customer regarding operation of the Measures, but the Customer is under no obligation to follow any such suggestions. If the Customer does follow any instructions, the Company will not be liable to the Customer in tort (including negligence) for the Customer's reliance on the suggestions.

**5. Discretion of Installation Contractor**

When undertaking the installation, the Installation Contractor or the Company (at their sole discretion) may choose not to make the installations specified below for reasons related to safety, discovery of unforeseen conditions, or the complete utilization of the Company's program budget.

Initial Here: \_\_\_\_\_

ATTACHMENT #4a

# Terms & Conditions



Date: 9/1/2015

Customer Name: TOWN OF NEW SCOTLAND      Application No: 3871864  
 Address: SWIFT RD  
 Town, State, and Zip Code: NEW SCOTLAND, NY 12127

## 6. Equipment and Customer Contribution

(a) The Installation Contractor will install the equipment listed on the attached Small Business Energy Savings Plan, incorporated herein by reference. The estimated cost of the installation including the estimated cost of the Customer's contribution is also itemized on this report. The Customer may choose to pay its cost contribution over twelve or twenty-four months or may choose to pay it in one lump sum. If the Customer chooses to pay it in one lump sum, the Company shall discount the Customer's contribution by 15%.

The Customer opts to pay its cost contribution by (check one):

- Lump sum payment of \$3,708.38 includes Customer discount of 15%
- Twelve (12) monthly payments of \$341.75 per month
- Twenty-four (24) monthly payments of \$170.88 per month

(b) The Customer shall pay no more than the estimated cost shown on the report. If the actual cost of the installation is less than the estimated cost or if the Installation Contractor chooses not to make an installation in accordance with Section 5, the Installation Contractor shall adjust the customer's contribution and advise the Customer.

## 7. Participation in Other Energy Efficiency Programs

The installed measures are not eligible for incentives from other energy efficiency programs.

## 8. Authorized Signature of Customer

By signing below, the Customer agrees to the applicability of the terms and conditions described above.

### CUSTOMER ADDRESS WHERE MEASURES WILL BE INSTALLED:

TOWN OF NEW SCOTLAND  
 SWIFT RD  
 NEW SCOTLAND, NY 12127

Signature: \_\_\_\_\_

Name(Print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Incorporated

Not Incorporated

If Not Incorporated, Federal ID # \_\_\_\_\_

ATTACHMENT #4a

S045 Small Business Services Program  
 Questions? Call us at 1-800-332-3333

# Energy Savings Plan

nationalgrid

DETAIL

Application Number: 5436166

Date: 9/1/2015

<b>Customer Name:</b>	TOWN OF NEW SCOTLAND FEURA	<b>Application Number:</b>	5436166
<b>DBA Name:</b>	TOWN OF NEW SCOTLAND	<b>Account Number:</b>	63275-03100
<b>Address:</b>	63 MATHIAS PL GAR	<b>Telephone:</b>	518-475-0385
<b>City:</b>	FEURA BUSH	<b>Contact Name:</b>	KEN GUYER
<b>State and Zip:</b>	NY 12067	<b>Auditor Name:</b>	SHAUN HAMMOND
<b>Facility Square Footage:</b>	1000	<b>Audit Date:</b>	07/22/2015

ECM Id	Site Location	ECM Code	ECM Description	Kit Type	Quantity	KW Savings	KWH Savings
1719863	Parking	186	LED - 112W	Install LED Area/Pole Mount	2	0.69	3,067.79
1719865	Playground	186	LED - 112W	Install LED Area/Pole Mount	2	0.69	3,067.79
1719866	Basketball	186	LED - 112W	Install LED Area/Pole Mount	1	0.34	1,533.90
1719867	Pavilion (rear)	114	LED - 16W - HW	Compact Fluorescent Screw In Relamp/Reballast Kit	2	0.15	661.86
1719869	Pavilion (front)	186	LED - 112W	Install LED Area/Pole Mount	1	0.39	1,735.14
1719870	Pavilion (inside)	104	LED - 21W - HW	HID Exterior Fixture Installation Kit	1	0.10	442.73
<b>Total</b>						<b>2.35</b>	<b>10,509.20</b>

# Energy Savings Plan **nationalgrid**

SUMMARY

Application Number: 5436166

Date: 9/1/2015

<b>Customer Name:</b>	TOWN OF NEW SCOTLAND FEURA	<b>Application Number:</b>	5436166
<b>DBA Name:</b>	TOWN OF NEW SCOTLAND 63 MATHIAS PL GAR	<b>Account Number:</b>	63275-03100
<b>City:</b>	FEURA BUSH	<b>Telephone:</b>	518-475-0385
<b>State and Zip:</b>	NY 12067	<b>Contact Name:</b>	KEN GUYER
<b>Facility Square Footage:</b>	1000	<b>Auditor Name:</b>	SHAUN HAMMOND
		<b>Audit Date:</b>	07/22/2015

Save money on your electric bill by using energy more efficiently. And, through the power of action, you reduce greenhouse gases (CO2) annually by 11,560 pounds.

<b>Estimated Annual Savings ( KWH)</b>
10,509.20

<b>Estimated Annual Savings in Dollars</b>
\$1,168.62

Estimated Job Cost	Prevalling Wage	Lift Charge	Mount Charge	Estimated Customer Contribution	Estimated National Grid Contribution
\$5,895.78	\$675.30	\$600.00	\$387.00	\$3,902.01	\$1,993.77

<b>Payback Period in Months</b>
40

No upfront cost to you - repay your contribution on your monthly electric bill.

Choose from 3 convenient payment options.

<b>Lump Sum Payment ( Additional 15% Discount)</b>
\$3,566.06

<b>12 Monthly Payments ( Interest Free)</b>
\$325.17

<b>24 Monthly Payments ( Interest Free)</b>
\$162.58

ATTACHMENT #4a

# Terms & Conditions



Date: 9/1/2015

Customer Name:	TOWN OF NEW SCOTLAND FEURA	Vendor:	RISE ENGINEERING
Address:	63 MATHIAS PL GAR	Audit Date:	07/22/2015
Town, State, and Zip Code:	FEURA BUSH, NY 12067	Auditor	SHAUN HAMMOND
Account Number:	63275-03100	Application No:	5436166

National Grid ("Company") is offering an energy conservation program ("Program") to certain commercial and industrial customers ("Customer") that have an average monthly demand less than or equal to 110 kW. Under the Program, the Company is arranging the installation of certain energy efficiency measures ("Measures") at the facilities of eligible customers. Customer agrees to have a contractor hired by the Company for the Program install the Measures and pay a portion of the installation cost as described in Section Six listed below. The following are terms and conditions that govern the Program and the installation of the Measures:

**1. Measures to be Installed**

An independent contractor ("Installation Contractor") hired by the Company will install at Customer's property the conservation Measures described in Section Six below. The Installation Contractor shall permanently disable all lamps replaced pursuant to this Agreement (make them unfit for reuse). The disposal of any lighting equipment which is removed (with exception of fluorescent ballasts and lamps) will be the responsibility of the participating Customer. The disposal of any fluorescent ballasts and lamps will be the responsibility of an outside contractor hired by the Company.

**2. Installation Date**

The Installation Contractor will attempt to install the Measures within thirty (30) days of Customer signing this Agreement.

**3. Warranty and Disclaimers**

- (a) The Company will provide a one-time equipment replacement free of charge for any equipment that fails to operate according to manufacturer's specifications for a period of two years after the date of the original installation. Lamps will be warranted for one year.
- (b) Customer may have other warranty rights that may have been provided by the manufacturer of the devices installed under this Agreement. Customer, however, may exercise such rights only against the manufacturer, and not against the Company or its affiliates.
- (c) OTHER THAN THE REPLACEMENT WARRANTY STATED IN SUBPARAGRAPH 3(a) ABOVE, NEITHER THE COMPANY NOR ITS AFFILIATES MAKE ANY WARRANTIES OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE
- (d) The Company does not guarantee that the Measures will, in fact, save any level of energy or result in a lowering of the customer's electric utility bill.
- (e) Neither the Company nor its affiliates shall be liable to Customer for consequential or incidental damages arising out of the Program, whether in contract, tort (including negligence) or any other theory of recovery.

**4. Access to Property**

- (a) Customer will provide reasonable access to Customer's property during normal business hours for Installation Contractor to perform the installation work.
- (b) In addition, the Customer will allow the Company to make a reasonable number of follow-up visits during the twenty-four months following installation, with advance notice and at a time convenient to the customer. The purpose of the follow-up visits is to provide the Company with an opportunity to review the operation of the Measures for program education purpose. During the follow-up visits, the Company may make suggestions to the Customer regarding operation of the Measures, but the Customer is under no obligation to follow any such suggestions. If the Customer does follow any instructions, the Company will not be liable to the Customer in tort (including negligence) for the Customer's reliance on the suggestions.

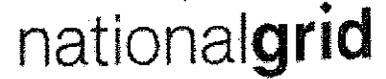
**5. Discretion of Installation Contractor**

When undertaking the installation, the Installation Contractor or the Company (at their sole discretion) may choose not to make the installations specified below for reasons related to safety, discovery of unforeseen conditions, or the complete utilization of the Company's program budget.

Initial Here: \_\_\_\_\_

ATTACHMENT #4a

# Terms & Conditions



Date: 9/1/2015

Customer Name: TOWN OF NEW SCOTLAND FEURA      Application No: 5436166  
 Address: 63 MATHIAS PL GAR  
 Town, State, and Zip Code: FEURA BUSH, NY 12067

### 6. Equipment and Customer Contribution

(a) The Installation Contractor will install the equipment listed on the attached Small Business Energy Savings Plan, incorporated herein by reference. The estimated cost of the installation including the estimated cost of the Customer's contribution is also itemized on this report. The Customer may choose to pay its cost contribution over twelve or twenty-four months or may choose to pay it in one lump sum. If the Customer chooses to pay it in one lump sum, the Company shall discount the Customer's contribution by 15%.

The Customer opts to pay its cost contribution by (check one):

- Lump sum payment of \$3,566.06 includes Customer discount of 15%
- Twelve (12) monthly payments of \$325.17 per month
- Twenty-four (24) monthly payments of \$162.58 per month

(b). The Customer shall pay no more than the estimated cost shown on the report. If the actual cost of the installation is less than the estimated cost or if the Installation Contractor chooses not to make an installation in accordance with Section 5, the Installation Contractor shall adjust the customer's contribution and advise the Customer.

### 7. Participation in Other Energy Efficiency Programs

The installed measures are not eligible for incentives from other energy efficiency programs.

### 8. Authorized Signature of Customer

By signing below, the Customer agrees to the applicability of the terms and conditions described above.

#### CUSTOMER ADDRESS WHERE MEASURES WILL BE INSTALLED:

TOWN OF NEW SCOTLAND FEURA  
 63 MATHIAS PL GAR  
 FEURA BUSH, NY 12067

Signature: \_\_\_\_\_

Name(Print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Incorporated       Not Incorporated

If Not Incorporated, Federal ID # \_\_\_\_\_

ATTACHMENT #4a

**Onesquethaw Volunteer Fire Company, Inc.**

**CONTRACT FOR FIRE PROTECTION  
AND  
EMERGENCY AMBULANCE SERVICES FOR THE YEAR 2016**

**THIS AGREEMENT**, made the \_\_\_\_ day of February 2016, 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, 2016, and shall continue through December 31, 2016, 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-five Thousand One Hundred and Ninety-five (\$245,195.00) Dollars for Fire protection services and Forty-seven Thousand Seven Hundred and Fifty (\$47,750.00) Dollars for Ambulance services by the 1<sup>st</sup> of March, 2016. 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, 2016, 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 20<sup>th</sup> 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

*New Salem Volunteer Fire Department, Inc.*

**CONTRACT  
FOR  
FIRE PROTECTION SERVICES FOR THE YEAR 2016**

**THIS AGREEMENT**, made as of the \_\_\_\_ day of February 2016, by and between the Town of New Scotland, a municipal corporation situated in the County of Albany, State of New York (hereinafter “Town”), with offices at 2029 New Scotland Road, Slingerlands, New York 12159, and New Salem Volunteer Fire Department, a Not-For-Profit corporation, organized and existing under the laws of the State of New York and having its principal place of business in the Hamlet of New Salem, Town of New Scotland, Albany County, New York (hereinafter, “Company”).

**WITNESSETH:**

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

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

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

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

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

1. PROVISION FOR SERVICES

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

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

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

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

2. TERM

The term of this Agreement shall be for a period of one (1) year, commencing on January 1, 2015, and shall continue through December 31, 2015 (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 Eighty-nine Thousand Dollars and No Cents (\$289,000.00), payable in one (1) installment on or before February 15, 2016. 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, 2016, 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 20<sup>th</sup> 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

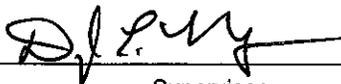
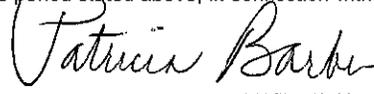
Account Description	Fee Description	Account#	Qty	Local Share
A0250 D,E,S Amb Warrant	A0250 D,E,S Amb Warrant	A0250	1	93,469.39
			<b>Sub-Total:</b>	<b>\$93,469.39</b>
A0250 Warrant	A0250 Warrant	A0250	3	91,332.90
			<b>Sub-Total:</b>	<b>\$91,332.90</b>
A1255 Clerk Fees	A1255 Clerk Fees	A1255	1	1.00
			<b>Sub-Total:</b>	<b>\$1.00</b>
A1255 Peddlers Permit	A1255 Peddlers Permit	A1255	1	100.00
			<b>Sub-Total:</b>	<b>\$100.00</b>
A2001R Softball Field Deposit	A2001R Softball Field Deposit	A2001R	1	75.00
			<b>Sub-Total:</b>	<b>\$75.00</b>
A2130 Transfer Station	A2130 Transfer Station	A2130	4	625.00
			<b>Sub-Total:</b>	<b>\$625.00</b>
A2610 Justice Court Fees	A2610 Justice Court Fees	A2610	2	11,453.50
			<b>Sub-Total:</b>	<b>\$11,453.50</b>
A2705 Senior Van Rides	A2705 Senior Van Rides	A2705	17	1,821.25
			<b>Sub-Total:</b>	<b>\$1,821.25</b>
A2709 Retiree Ins. H Reilly	A2709 Retiree Ins. H Reilly	A2709	2	215.84
			<b>Sub-Total:</b>	<b>\$215.84</b>
A2770 Return Check Fee	A2770 Return Check Fee	A2770	1	40.00
			<b>Sub-Total:</b>	<b>\$40.00</b>
B0250 Warrant	B0250 Warrant	B0250	1	126,873.00
			<b>Sub-Total:</b>	<b>\$126,873.00</b>
B1170 Time Warner Franchises	B1170 Time Warner Franchises	B1170	1	8,865.00
			<b>Sub-Total:</b>	<b>\$8,865.00</b>
B1560 Safety Inspection Fees	B1560 Building Permits	B1560	10	1,827.00
			<b>Sub-Total:</b>	<b>\$1,827.00</b>
B1601 Public Health Fees	B1601 Death Certificate Copies	B1601	2	130.00
			<b>Sub-Total:</b>	<b>\$130.00</b>
B2709 Retiree Ins. Cantlin	B2709 Retiree Ins. Cantlin	B2709	1	107.92
			<b>Sub-Total:</b>	<b>\$107.92</b>
CC Usage 2016	A2590 CC Usage 2016	A2590	2	50.00
			<b>Sub-Total:</b>	<b>\$50.00</b>
Clerk Fees	A1255 Marriage Transcript	A1255	2	20.00
			<b>Sub-Total:</b>	<b>\$20.00</b>
Conservation	Conservation	A1255	5	7.84
			<b>Sub-Total:</b>	<b>\$7.84</b>
DB0250 Warrant	DB0250 Warrant	DB0250	1	50,000.00
			<b>Sub-Total:</b>	<b>\$50,000.00</b>

Account Description	Fee Description	Account#	Qty	Local Share
DB2650 Scrap Metal	DB2650 Scrap Metal	DB2650	1	4,000.00
			<b>Sub-Total:</b>	<b>\$4,000.00</b>
DB2709 Retiree Ins. D Kawczak	DB2709 Retiree Ins. D Kawczak	DB2709	1	326.25
			<b>Sub-Total:</b>	<b>\$326.25</b>
DB2709 Retiree Ins. M Kawczak	DB2709 Retiree Ins. M Kawczak	DB2709	1	326.24
			<b>Sub-Total:</b>	<b>\$326.24</b>
DB2801 Senior Veh Fuel Reimb.	DB2801 Senior Veh Fuel Reimb.	DB2801	2	295.14
			<b>Sub-Total:</b>	<b>\$295.14</b>
Dog Licensing	Female, Spayed	A2544	24	108.00
Dog Licensing	Female, Unspayed	A2544	4	50.00
Dog Licensing	Male, Neutered	A2544	22	99.00
Dog Licensing	Male, Unneutered	A2544	7	87.50
			<b>Sub-Total:</b>	<b>\$344.50</b>
FO OVFC Warrant	FO0250 OVFC Warrant	FO0250	1	355,252.05
			<b>Sub-Total:</b>	<b>\$355,252.05</b>
J. Kendall Health/Dental	DB5110.1 J. Kendall	DB5110.1	1	67.14
			<b>Sub-Total:</b>	<b>\$67.14</b>
Kavanaugh, S.	A2709 Kavanaugh, S. Health/Dental	A2709	1	531.16
			<b>Sub-Total:</b>	<b>\$531.16</b>
New Salem Meters	HNS2770	HNS2770	17	3,060.00
			<b>Sub-Total:</b>	<b>\$3,060.00</b>
NSF Warrant	FN0250 NSF Warrant	FN0250	1	330,919.15
			<b>Sub-Total:</b>	<b>\$330,919.15</b>
Other Revenue	Transfer Station Permit	A2130	3	30.00
			<b>Sub-Total:</b>	<b>\$30.00</b>
Retiree G. Klopfer	DB 2709 Retiree G. Klopfer	DB 2709	1	41.82
			<b>Sub-Total:</b>	<b>\$41.82</b>
SS0250 Warrant	SS0250 Warrant	SS0250	1	1,939.80
			<b>Sub-Total:</b>	<b>\$1,939.80</b>
TB0625 Engineering Trust	TB0625 Engineering Trust	TB0625	1	5,300.00
			<b>Sub-Total:</b>	<b>\$5,300.00</b>
WAGERING FEES	Bell Jar Permits	A1255	1	10.00
			<b>Sub-Total:</b>	<b>\$10.00</b>
WC0250 Warrant	WC0250 Warrant	WC0250	1	6,697.44
			<b>Sub-Total:</b>	<b>\$6,697.44</b>
WF0250 Warrant	WF0250 Warrant	WF0250	2	46,997.33
			<b>Sub-Total:</b>	<b>\$46,997.33</b>
WG0350 Water Usage	WG0350 Water Usage	WG0350	1	149.00

Account Description	Fee Description	Account#	Qty	Local Share
			<b>Sub-Total:</b>	<b>\$149.00</b>
WG0440 Warrant	WG0440 Warrant	WG0440	1	907.77
			<b>Sub-Total:</b>	<b>\$907.77</b>
WH0250 Warrant	WH0250 Warrant	WH0250	1	12,470.11
			<b>Sub-Total:</b>	<b>\$12,470.11</b>
WH0440 Warrant	WH0440 Warrant	WH0440	1	3,956.56
			<b>Sub-Total:</b>	<b>\$3,956.56</b>
WN0440 Warrant	WN0440 Warrant	WN0440	1	1,948.70
			<b>Sub-Total:</b>	<b>\$1,948.70</b>
WS0440 Warrant	WS0440 Warrant	WS0440	1	2,590.28
			<b>Sub-Total:</b>	<b>\$2,590.28</b>
<b>Total Local Shares Remitted:</b>				<b>\$1,165,175.08</b>
Amount paid to:	NYS Ag. & Markets for spay/neuter program			79.00
Amount paid to:	NYS Environmental Conservation			134.16
Amount paid to:	State Comptroller for Games of Chance			15.00
<b>Total State, County &amp; Local Revenues:</b>				<b>\$1,165,403.24</b>
<b>Total Non-Local Revenues:</b>				<b>\$228.16</b>

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.

	<u>2/1/2016</u>		<u>2/1/16</u>
Supervisor	Date	Deputy Town Clerk	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 January 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
1/06	Reilly+ Son FH	6 death certificates	\$60.00
1/06	Parker Bros. FH	7 death certificates	\$70.00
TOTAL			\$130.00

STATE OF NEW YORK

COUNTY OF Albany  
TOWN OF New Scotland

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

Sworn before me this 1st day of February, 2016. Patricia Barber

RECEIPT OF SUPERVISOR

Total amount Fees Remitted to the Supervisor \$ 130.00

RECEIVED PAYMENT

Dated 2-1-2016 [Signature] Supervisor

ATTACHMENT #6b

# TOWN OF NEW SCOTLAND

58 VERDA AVE.  
P.O. BOX 318  
CLARKSVILLE, N.Y. 12041  
Phone: (518) 475-0493 • Fax: (518) 439-9135

DAVID J. WUKITSCH  
TOWN JUSTICE



January 12, 2016

**RECEIVED**

New Scotland Town Board  
2029 New Scotland Road  
Slingerlands, NY 12159

JAN 21 2016

**SUPERVISOR**

Dear Members of the Town Board:

Per your request, the following is a summary of the cases that I handled for the month of December 2015:

Started Cases – 94  
Closed Cases - 65

Money collected - \$ 6,543.00

Sincerely,

A handwritten signature in cursive script that reads 'David J. Wukitsch'.

David J. Wukitsch  
Town Justice

ATTACHMENT #6C

# TOWN OF NEW SCOTLAND

MARGARET I. ADKINS  
TOWN JUSTICE



January 12, 2016

New Scotland Town Board  
2029 New Scotland Road  
Slingerlands, NY 12159

Dear Town Board Members:

Per your request, the summary of started, closed cases and money collected for the month of December 2015 shows below:

Started Cases: 32

Closed Cases: 51

Money Collected: \$4910.50

Sincerely,

A handwritten signature in cursive script that reads 'Margaret Adkins'.

Margaret Adkins  
Town Justice

ATTACHMENT #6d