

Public Hearing 6:30 pm – 2017 Budget

**TOWN OF NEW SCOTLAND
TOWN BOARD MEETING
November 9, 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. Deschenes*
 - **October 11, 2016** **Budget Workshop**
 - **October 12, 2016 A** **Public Hearing Local Law F - Doug absent**
 - **October 12, 2016** **Regular Town Board Meeting – Doug absent**
 - **October 13, 2016** **Budget Workshop – Pat absent**
 - **October 26, 2016** **Budget Workshop**

- Announcement:**
 - **Fall Brush & Leaf Bag Clean-up October 11 – November 18**

5. **Resolution adopting the 2017 Preliminary Budget as the Final 2017 Budget** *Mr. LaGrange*

6. **Resolution approving the Relevy of the 2016 unpaid water & sewer charges, as presented by the Town Clerk, to the 2017 tax roll** *Mrs. Deschenes
Attachment –A*

7. **Discussion/Action re: Proposed Local Law F of 2016, regarding notice to residents of pending applications for permits and approvals.** *Mr. LaGrange
Attachment #1*

8. **Discussion re: Intermunicipal Agreement with Town of Bethlehem and the Heldervale Water and Sewer Districts.** *Mr. LaGrange
Attachment #2*

9. **Discussion/Action re: results of request for proposals for security fencing for New Salem Water District facilities** *Mr. LaGrange
Attachment #3*

10. **Discussion/Action re: Barton & Loguidice Task Order for engineering & landscape architecture services for Clarksville Pedestrian Safety Improvements** *Mr. LaGrange
Attachment #4*

11. **Authorize Supervisor to accept proposals from Teal, Becker & Chiaramonte for audit of:** *Mr. LaGrange*
 - **2015 financials of the Krumkill Road Federal Highway Project** *Attachment #5*
 - **2015 Consolidated Local Street & Highway Improvement Program** *Attachment #5a*

12. **Resolution authorizing payment of a special weekly stipend of \$515.82 to Justice David Wukitsch for temporary coverage for Justice Margaret Adkins' vacancy until such time as that vacancy is filled.** *Mr. LaGrange*
13. **Highway and Parks:** *Ken Guyer*
-
14. **Hilton Barn Relocation Capital Project:** *Mr. LaGrange*
Attachment #6
- **Resolution authorizing purchase of fill for project site**
 - **Project update**
15. **Fire and Ambulance:** *Mr. LaGrange*
Attachment #7
- **Service Fee Agreement with Penflex for Service Award Programs of:
New Salem Fire Protection District & Onesquethaw Fire protection District**
16. **Discussion/Action re: amendment to employee policy manual section 702-Health Insurance to amend coverage options** *Mr. LaGrange*
Attachment #8
17. **Liaison Reports:** *Adam Greenberg*
- **Update on Cable Franchise utility & agreement audit**
18. **Departmental Monthly Reports:** *Attachment #9*
- **Town Clerk, October 2016** *Attachment #9a*
 - **Registrar, October 2016** *Attachment #9b*
 - **Justice Adkins, August 2016** *Attachment #9c*
 - **Justice Wukitsch, September 2016**
19. **Invitation to the Public to Discuss Non-Agenda Items** *Mr. LaGrange*
20. **Pay the Bills** *Mr. LaGrange*
Attachment #10
21. **Approve any Budget Modifications** *Mr. LaGrange*
Attachment #11
22. **Adjourn** *Mr. LaGrange*



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TOWN OF NEW SCOTLAND

Diane R. Deschenes, RMC
Town Clerk / Tax Collector
d-deschenes@townofnewscotland.com

Patricia A. Barber
Deputy Town Clerk
p-barber@townofnewscotland.com

Date: October 31, 2016

To: Supervisor LaGrange, Town Board Members and Assessor Corbari

From: Diane Deschenes, Town Clerk

Re: Relevy Report for all Water / Sewer Districts

Pursuant to the Town Law, §198 Sub. 3D, I hereby submit to the Town Board a verified statement of all the unpaid water / sewer rents as of October 31, 2016 existing on the books for the Town of New Scotland, N.Y. and I hereby affirm that the following is a true statement of such unpaid water / sewer rents within said districts, and included is a brief description of the property upon which unpaid water / sewer rents remain unpaid, the name of the persons or corporation liable for the payment of same, and the amount chargeable to each.

ATTACHMENT - A

Utility Billing Relevy Report

Service Location	Contact	Print Key	Relevy Amount
20 Stove Pipe Rd	Appleby, Andy J,	105.-2-16.20	\$445.70
Account #: 10395 Contact: Appleby, Andy J,			
Clarksville Water			\$227.29
Clarksville Water			\$185.40
Penalty (Clarksville Water)			\$14.83
Penalty (Clarksville Water)			\$18.18
52 Stove Pipe Rd	Appleby, Lance	105.-2-16.30	\$177.88
Account #: 10920 Contact: Appleby, Lance			
Clarksville Water			\$82.20
Clarksville Water			\$82.50
Penalty (Clarksville Water)			\$6.60
Penalty (Clarksville Water)			\$6.58
173 North Rd	Shufelt, Charles	105.-3-6.10	\$136.30
Account #: 11020 Contact: Shufelt, Charles			
Clarksville Water			\$126.20
Penalty (Clarksville Water)			\$10.10
2070 Delaware Tpke	Castle 2016 LLC	105.4-1-10	\$89.10
Account #: 10275 Contact: Castle 2016 LLC			
Clarksville Water			\$82.50
Penalty (Clarksville Water)			\$6.60
2062 Delaware Tpke	Jones, Brian	105.4-1-12	\$15.07
Account #: 11030 Contact: Jones, Brian			
Clarksville Water			\$15.07
2040 Delaware Tpke	Groane, Joan	105.4-1-21	\$252.18
Account #: 10105 Contact: Groane, Joan			
Clarksville Water			\$233.50
Penalty (Clarksville Water)			\$18.68

Utility Billing Relevy Report

Service Location	Contact	Print Key	Relevy Amount
2038 Delaware Tpke	Wilson, Mark A,	105.4-1-22	\$338.86
Account #: 10475 Contact: Wilson, Mark A,			
Clarksville Water			\$143.00
Clarksville Water			\$170.76
Penalty (Clarksville Water)			\$13.66
Penalty (Clarksville Water)			\$11.44
2036 Delaware Tpke	Giglia, Charles & Kara	105.4-1-23	\$332.94
Account #: 10015 Contact: Giglia, Charles & Kara			
Clarksville Water			\$146.60
Clarksville Water			\$161.68
Penalty (Clarksville Water)			\$12.93
Penalty (Clarksville Water)			\$11.73
2034 Delaware Tpke	Carrothers, Brian	105.4-1-24	\$109.40
Account #: 10280 Contact: Carrothers, Brian			
Clarksville Water			\$101.30
Penalty (Clarksville Water)			\$8.10
2095 Delaware Tpke	Verner, Arthur	105.4-2-10	\$275.22
Account #: 10085 Contact: Verner, Arthur			
Clarksville Water			\$124.60
Clarksville Water			\$130.23
Penalty (Clarksville Water)			\$10.42
Penalty (Clarksville Water)			\$9.97
9 Houcks PI	Klink, Michael A,	105.4-2-24	\$166.05
Account #: 10410 Contact: Klink, Michael A,			
Clarksville Water			\$71.25
Clarksville Water			\$82.50
Penalty (Clarksville Water)			\$6.60
Penalty (Clarksville Water)			\$5.70

Utility Billing Relevy Report

Service Location	Contact	Print Key	Relevy Amount
2193 Tarrytown Rd	Fugitt, Marie B,	105.4-2-26	\$298.00
Account #: 10065 Contact: Fugitt, Marie B,			
Clarksville Water			\$134.55
Clarksville Water			\$141.38
Penalty (Clarksville Water)			\$11.31
Penalty (Clarksville Water)			\$10.76
2188 Tarrytown Rd	Fisette, Rose	105.4-2-29	\$166.05
Account #: 10050 Contact: Fisette, Rose			
Clarksville Water			\$71.25
Clarksville Water			\$82.50
Penalty (Clarksville Water)			\$6.60
Penalty (Clarksville Water)			\$5.70
2041 Delaware Tpke	Ocwen Loan Servicing LLC	105.4-2-36	\$166.05
Account #: 10465 Contact: Ocwen Loan Servicing LLC			
Clarksville Water			\$71.25
Clarksville Water			\$82.50
Penalty (Clarksville Water)			\$6.60
Penalty (Clarksville Water)			\$5.70
19 Slingerlands Ave	Slatcher Jr., Richard W,	105.4-2-42	\$329.59
Account #: 10230 Contact: Slatcher Jr., Richard W,			
Clarksville Water			\$127.00
Clarksville Water			\$178.18
Penalty (Clarksville Water)			\$14.25
Penalty (Clarksville Water)			\$10.16
22 Shale Bank Rd	Scoville, Gary	106.-1-12	\$326.88
Account #: 10775 Contact: Scoville, Gary			
Clarksville Water			\$302.67
Penalty (Clarksville Water)			\$24.21

Utility Billing Relevy Report

Service Location	Contact	Print Key	Relevy Amount
116 Rock City Rd	Turner, Gregory P,	106.-2-20.20	\$166.05
Account #: 10310 Contact: Turner, Gregory P,			
Clarksville Water			\$71.25
Clarksville Water			\$82.50
Penalty (Clarksville Water)			\$6.60
Penalty (Clarksville Water)			\$5.70
2006 Delaware Tpke	Mangini, Brian	106.3-1-13	\$286.58
Account #: 10405 Contact: Mangini, Brian			
Clarksville Water			\$182.85
Clarksville Water			\$82.50
Penalty (Clarksville Water)			\$6.60
Penalty (Clarksville Water)			\$14.63
1998 Delaware Tpke	Erno, Dennis	106.3-1-17	\$339.01
Account #: 10795 Contact: Erno, Dennis			
Clarksville Water			\$150.95
Clarksville Water			\$162.94
Penalty (Clarksville Water)			\$13.04
Penalty (Clarksville Water)			\$12.08
2024 Delaware Tpke	Bestler, Kevin	106.3-1-8	\$300.03
Account #: 10290 Contact: Bestler, Kevin			
Clarksville Water			\$115.90
Clarksville Water			\$161.91
Penalty (Clarksville Water)			\$12.95
Penalty (Clarksville Water)			\$9.27
5 Hart Ter	Relyea, Theresa	106.3-1-9	\$249.20
Account #: 10170 Contact: Relyea, Theresa			
Clarksville Water			\$77.40
Clarksville Water			\$153.34
Penalty (Clarksville Water)			\$12.27
Penalty (Clarksville Water)			\$6.19

Utility Billing Relevy Report

Service Location	Contact	Print Key	Relevy Amount
1980 Delaware Tpke	Smith, Edward A,	106.3-2-11	\$228.73
Account #: 10510 Contact: Smith, Edward A,			
Clarksville Water			\$105.70
Clarksville Water			\$106.08
Penalty (Clarksville Water)			\$8.49
Penalty (Clarksville Water)			\$8.46
1960 Delaware Tpke	Turner, Quentin	106.3-2-16	\$166.05
Account #: 10235 Contact: Turner, Quentin			
Clarksville Water			\$71.25
Clarksville Water			\$82.50
Penalty (Clarksville Water)			\$6.60
Penalty (Clarksville Water)			\$5.70
43 Olive St	Thiele, Dean A,	106.3-2-3	\$454.16
Account #: 10360 Contact: Thiele, Dean A,			
Clarksville Water			\$187.60
Clarksville Water			\$232.92
Penalty (Clarksville Water)			\$18.63
Penalty (Clarksville Water)			\$15.01
16 Verda Ave	Keller, Anthony	106.3-2-30	\$365.67
Account #: 10545 Contact: Keller, Anthony			
Clarksville Water			\$153.80
Clarksville Water			\$184.79
Penalty (Clarksville Water)			\$14.78
Penalty (Clarksville Water)			\$12.30
35 Olive St	Henry, Keith	106.3-2-4	\$536.48
Account #: 10555 Contact: Henry, Keith			
Clarksville Water			\$71.25
Clarksville Water			\$425.49
Penalty (Clarksville Water)			\$34.04
Penalty (Clarksville Water)			\$5.70

Utility Billing Relevy Report

Service Location	Contact	Print Key	Relevy Amount
2026 Indian Fields Rd	Donnelly, Ryan	106.-4-36	\$297.31
Account #: 10955 Contact: Donnelly, Ryan			
Clarksville Water			\$34.03
Clarksville Water			\$241.26
Penalty (Clarksville Water)			\$19.30
Penalty (Clarksville Water)			\$2.72
41 Jones Ave	Maloney, Elaine C,	107.2-1-2	\$370.20
Account #: 20130 Contact: Maloney, Elaine C,			
Feura Bush Water			\$151.82
Feura Bush Water			\$190.95
Penalty (Feura Bush Water)			\$15.28
Penalty (Feura Bush Water)			\$12.15
1561 Indian Fields Rd	Chandley, Kurt	107.-2-12	\$162.00
Account #: 20415 Contact: Chandley, Kurt			
Feura Bush Water			\$150.00
Penalty (Feura Bush Water)			\$12.00
43 Western	LaChappelle, Jennifer	107.2-1-28	\$338.99
Account #: 20795 Contact: LaChappelle, Jennifer			
Feura Bush Water			\$135.00
Feura Bush Water			\$178.88
Penalty (Feura Bush Water)			\$14.31
Penalty (Feura Bush Water)			\$10.80
24 Jones Ave	Boughton, Alice	107.2-1-34	\$342.50
Account #: 20105 Contact: Boughton, Alice			
Feura Bush Water			\$135.00
Feura Bush Water			\$182.13
Penalty (Feura Bush Water)			\$14.57
Penalty (Feura Bush Water)			\$10.80

Utility Billing Relevy Report

Service Location	Contact	Print Key	Relevy Amount
1562 Indian Fields Rd	Vallee, Christopher P,	107.-2-14.1	\$432.85
Account #: 20630 Contact: Vallee, Christopher P,			
Feura Bush Water			\$166.16
Feura Bush Water			\$234.63
Penalty (Feura Bush Water)			\$18.77
Penalty (Feura Bush Water)			\$13.29
17 Jones Ave	Ramos, Gladys	107.2-1-8	\$561.46
Account #: 20095 Contact: Ramos, Gladys			
Feura Bush Water			\$263.82
Feura Bush Water			\$256.05
Penalty (Feura Bush Water)			\$20.48
Penalty (Feura Bush Water)			\$21.11
1512 Indian Fields Rd	Shepard, William K,	107.-2-20	\$307.80
Account #: 20450 Contact: Shepard, William K,			
Feura Bush Water			\$135.00
Feura Bush Water			\$150.00
Penalty (Feura Bush Water)			\$12.00
Penalty (Feura Bush Water)			\$10.80
1444 Indian Fields Rd	Crandall, Matthew	107.2-2-10	\$1,727.24
Account #: 20470 Contact: Crandall, Matthew			
Feura Bush Water			\$775.50
Feura Bush Water			\$823.80
Penalty (Feura Bush Water)			\$65.90
Penalty (Feura Bush Water)			\$62.04
52 Western Ave	Neenan Jr, Richard	107.2-2-2	\$307.80
Account #: 20695 Contact: Neenan Jr, Richard			
Feura Bush Water			\$135.00
Feura Bush Water			\$150.00
Penalty (Feura Bush Water)			\$12.00
Penalty (Feura Bush Water)			\$10.80

Utility Billing Relevy Report

Service Location	Contact	Print Key	Relevy Amount
23 Orchard St	Franz, Robert J,	107.2-2-24	\$595.02
Account #: 20250 Contact: Franz, Robert J,			
Feura Bush Water			\$201.03
Feura Bush Water			\$349.92
Penalty (Feura Bush Water)			\$27.99
Penalty (Feura Bush Water)			\$16.08
1394 Indian Fields Rd	Ford, Michael	107.2-2-48	\$480.03
Account #: 20550 Contact: Ford, Michael			
Feura Bush Water			\$223.07
Feura Bush Water			\$221.40
Penalty (Feura Bush Water)			\$17.71
Penalty (Feura Bush Water)			\$17.85
1390 Indian Fields Rd	Pecora, Angelo	107.2-2-49	\$19.04
Account #: 20570 Contact: Pecora, Angelo			
Penalty (Feura Bush Water)			\$19.04
25 Unionville Feura Bush Rd	Gallogly, Sean T,	107.-2-26	\$518.54
Account #: 20190 Contact: Gallogly, Sean T,			
Feura Bush Water			\$211.48
Feura Bush Water			\$268.65
Penalty (Feura Bush Water)			\$21.49
Penalty (Feura Bush Water)			\$16.92
1383 Indian Fields Rd	Taylor, Bradley	107.2-2-64	\$189.67
Account #: 20595 Contact: Taylor, Bradley			
Feura Bush Water			\$165.23
Penalty (Feura Bush Water)			\$13.22
Penalty (Feura Bush Water)			\$11.22

Utility Billing Relevy Report

Service Location	Contact	Print Key	Relevy Amount
6 Old Quarry Rd	Meyers, David K,	107.2-2-69.10	\$307.80
Account #: 20565 Contact: Meyers, David K,			
Feura Bush Water			\$135.00
Feura Bush Water			\$150.00
Penalty (Feura Bush Water)			\$12.00
Penalty (Feura Bush Water)			\$10.80
1411 Indian Fields Rd	Frodyma, Kenneth	107.2-2-73	\$615.58
Account #: 20650 Contact: Frodyma, Kenneth			
Feura Bush Water			\$252.61
Feura Bush Water			\$317.37
Penalty (Feura Bush Water)			\$25.39
Penalty (Feura Bush Water)			\$20.21
1486 Indian Fields Rd	Osterhout, Christina M.	107.-2-28	\$746.49
Account #: 20465 Contact: Osterhout, Christina M.			
Feura Bush Water			\$344.00
Feura Bush Water			\$347.19
Penalty (Feura Bush Water)			\$27.78
Penalty (Feura Bush Water)			\$27.52
15 Unionville Feura Bush Rd	Nunziato, Jason	107.-2-29	\$642.80
Account #: 20195 Contact: Nunziato, Jason			
Feura Bush Water			\$313.41
Feura Bush Water			\$281.78
Penalty (Feura Bush Water)			\$22.54
Penalty (Feura Bush Water)			\$25.07
1593 Indian Fields Rd	Ortiz, Manuel	107.-2-7.11	\$537.45
Account #: 20410 Contact: Ortiz, Manuel			
Feura Bush Water			\$245.68
Feura Bush Water			\$251.96
Penalty (Feura Bush Water)			\$20.16
Penalty (Feura Bush Water)			\$19.65

Utility Billing Relevy Report

Service Location	Contact	Print Key	Relevy Amount
611 Rowe Rd	Grady, Kevin M,	119.-2-7	\$909.03
Account #: 20395 Contact: Grady, Kevin M,			
Feura Bush Water			\$464.27
Feura Bush Water			\$377.43
Penalty (Feura Bush Water)			\$30.19
Penalty (Feura Bush Water)			\$37.14
601 Rowe Rd	Gudz, Andrew	119.-2-8	\$711.35
Account #: 20390 Contact: Gudz, Andrew			
Feura Bush Water			\$315.88
Feura Bush Water			\$342.78
Penalty (Feura Bush Water)			\$27.42
Penalty (Feura Bush Water)			\$25.27
20 Elizabeth Dr	Boyle, Jennifer	72.12-9-18	\$129.60
Account #: 50135 Contact: Boyle, Jennifer			
Northeast Water			\$120.00
Penalty (Northeast Water)			\$9.60
26 Elizabeth Dr	Finegan, Ran	72.12-9-21	\$371.23
Account #: 50150 Contact: Finegan, Ran			
Northeast Water			\$97.50
Northeast Water			\$246.23
Penalty (Northeast Water)			\$19.70
Penalty (Northeast Water)			\$7.80
32 Maple Rd	Carl, Andrew	72.12-9-3	\$507.02
Account #: 50600 Contact: Carl, Andrew			
Northeast Water			\$202.22
Northeast Water			\$267.24
Penalty (Northeast Water)			\$21.38
Penalty (Northeast Water)			\$16.18

Utility Billing Relevy Report

Service Location	Contact	Print Key	Relevy Amount
131 Swift Rd	LedDuke, Spencer & Jennifer	72.-3-11.15	\$840.21
Account #: 60135 Contact: LedDuke, Spencer & Jennifer			
Penalty (Swift Road Water)			\$62.24
Swift Road Water			\$777.97
207 Swift Rd	Wood, Andrew T,	72.-3-26	\$48.60
Account #: 60045 Contact: Wood, Andrew T,			
Penalty (Swift Road Water)			\$3.60
Swift Road Water			\$45.00
213 Swift Rd	Church, Stephen	72.-3-27	\$1,135.72
Account #: 60245 Contact: Church, Stephen			
Penalty (Swift Road Water)			\$84.13
Swift Road Water			\$1,051.59
238 Swift Rd	MacDonald, Kevin	72.-3-31.20	\$500.10
Account #: 60080 Contact: MacDonald, Kevin			
Penalty (Swift Road Water)			\$18.07
Penalty (Swift Road Water)			\$18.97
Swift Road Water			\$237.16
Swift Road Water			\$225.90
188 Swift Rd	Klotz, George W,	72.-3-35	\$469.80
Account #: 60030 Contact: Klotz, George W,			
Penalty (Swift Road Water)			\$16.80
Penalty (Swift Road Water)			\$18.00
Swift Road Water			\$225.00
Swift Road Water			\$210.00

Utility Billing Relevy Report

Service Location	Contact	Print Key	Relevy Amount
204 Font Grove Rd	Bovitz, Judy	73.-1-38.22	\$373.25
Account #: 30015 Contact: Bovitz, Judy			
Font Grove Water			\$190.59
Font Grove Water			\$155.01
Penalty (Font Grove Water)			\$12.40
Penalty (Font Grove Water)			\$15.25
196 Font Grove Rd	Neander, Arthur	73.-1-39	\$348.45
Account #: 30020 Contact: Neander, Arthur			
Font Grove Water			\$132.15
Font Grove Water			\$190.49
Penalty (Font Grove Water)			\$15.24
Penalty (Font Grove Water)			\$10.57
96 Maple Rd	Rodrigue, Jean Claude	73.9-1-34	\$469.80
Account #: 50585 Contact: Rodrigue, Jean Claude			
Northeast Water			\$97.50
Northeast Water			\$120.00
Penalty (Northeast Water)			\$9.60
Penalty (Northeast Water)			\$7.80
96 Maple Rd	Rodrigue, Jean Claude	73.9-1-34	
Account #: 50590 Contact: Rodrigue, Jean Claude			
Northeast Water			\$97.50
Northeast Water			\$120.00
Penalty (Northeast Water)			\$9.60
Penalty (Northeast Water)			\$7.80
100 Maple Rd	Curlette, John	73.9-1-35	\$129.60
Account #: 50235 Contact: Curlette, John			
Northeast Water			\$120.00
Penalty (Northeast Water)			\$9.60

Utility Billing Relevy Report

Service Location	Contact	Print Key	Relevy Amount
111 Maple Rd	Peck, Matthew	73.9-2-13.1	\$234.90
Account #: 50240 Contact: Peck, Matthew			
Northeast Water			\$97.50
Northeast Water			\$120.00
Penalty (Northeast Water)			\$9.60
Penalty (Northeast Water)			\$7.80
25 Forest Dr	Johnson, David M,	73.9-2-2.41	\$598.01
Account #: 50510 Contact: Johnson, David M,			
Northeast Water			\$197.29
Northeast Water			\$356.43
Penalty (Northeast Water)			\$28.51
Penalty (Northeast Water)			\$15.78
11 Forest Dr	Chura, Shane	73.9-2-7	\$308.61
Account #: 50430 Contact: Chura, Shane			
Northeast Water			\$140.59
Northeast Water			\$145.16
Penalty (Northeast Water)			\$11.61
Penalty (Northeast Water)			\$11.25
2707 New Scotland Rd	Salisbury, Larry	82.-2-23	\$619.05
Account #: 81210 Contact: Salisbury, Larry			
New Salem Water			\$267.85
New Salem Water			\$305.34
Penalty (New Salem Water)			\$24.43
Penalty (New Salem Water)			\$21.43
660 New Salem Rd	MacMillen, Wilkins	82.-2-39	\$153.90
Account #: 80230 Contact: MacMillen, Wilkins			
New Salem Water			\$142.50
Penalty (New Salem Water)			\$11.40

Utility Billing Relevy Report

Service Location	Contact	Print Key	Relevy Amount
659 New Salem Rd	Lailer, Kevin	82.-3-14.2	\$572.36
Account #: 80220 Contact: Lailer, Kevin			
New Salem Water			\$529.96
Penalty (New Salem Water)			\$42.40
689 New Salem Rd	Farone, Justin	82.-3-19	\$277.93
Account #: 80290 Contact: Farone, Justin			
New Salem Water			\$245.91
Penalty (New Salem Water)			\$19.67
Penalty (New Salem Water)			\$12.35
715 New Salem Rd	Greco, Melissa	82.-3-26	\$475.72
Account #: 80420 Contact: Greco, Melissa			
New Salem Water			\$103.19
New Salem Water			\$337.29
Penalty (New Salem Water)			\$26.98
Penalty (New Salem Water)			\$8.26
2681 New Scotland Rd	Warner, Brenda	82.-3-35	\$223.46
Account #: 81080 Contact: Warner, Brenda			
New Salem Water			\$205.95
Penalty (New Salem Water)			\$17.51
293 New Salem South Rd	Cramer, Jeremy	82.-4-17	\$274.73
Account #: 80830 Contact: Cramer, Jeremy			
New Salem Water			\$111.88
New Salem Water			\$142.50
Penalty (New Salem Water)			\$11.40
Penalty (New Salem Water)			\$8.95
2764 New Scotland Rd	Smith, Richard	82.-4-2.20	\$473.69
Account #: 81270 Contact: Smith, Richard			
New Salem Water			\$438.60
Penalty (New Salem Water)			\$35.09

Utility Billing Relevy Report

Service Location	Contact	Print Key	Relevy Amount
2828 New Scotland Rd	Kirk, Christopher	82.-4-60	\$15.71
Account #: 81300 Contact: Kirk, Christopher			
Penalty (New Salem Water)			\$15.71
296 New Salem South Road	McCabe, Kathryn	83.-1-52 A	\$258.81
Account #: 80855 Contact: McCabe, Kathryn			
New Salem Water			\$239.64
Penalty (New Salem Water)			\$19.17
247 Swift Rd	Rodrigue, Claude	83.-3-34	\$144.80
Account #: 60085 Contact: Rodrigue, Claude			
Penalty (Swift Road Water)			\$18.00
Swift Road Water			\$126.80
6 Parkway Dr	Chwazik Jr, Richard J,	84.11-1-2	\$703.08
Account #: 40045 Contact: Chwazik Jr, Richard J,			
Heldervale Sewer			\$103.50
Heldervale Sewer			\$112.50
Heldervale Water			\$225.00
Heldervale Water			\$210.00
Penalty (Heldervale Sewer)			\$8.28
Penalty (Heldervale Sewer)			\$9.00
Penalty (Heldervale Water)			\$18.00
Penalty (Heldervale Water)			\$16.80
21 Heldervue Ave	Parrottino, Joseph	84.11-1-27.1	\$1,142.94
Account #: 40310 Contact: Parrottino, Joseph			
Heldervale Sewer			\$143.83
Heldervale Sewer			\$206.81
Heldervale Water			\$413.62
Heldervale Water			\$294.02
Penalty (Heldervale Sewer)			\$11.51
Penalty (Heldervale Sewer)			\$16.54
Penalty (Heldervale Water)			\$33.09
Penalty (Heldervale Water)			\$23.52

Utility Billing Relevy Report

Service Location	Contact	Print Key	Relevy Amount
4 Old English Rd	Majerovics, Anna	84.11-1-40	\$703.08
Account #: 40225 Contact: Majerovics, Anna			
Heldervale Sewer			\$103.50
Heldervale Sewer			\$112.50
Heldervale Water			\$225.00
Heldervale Water			\$210.00
Penalty (Heldervale Sewer)			\$8.28
Penalty (Heldervale Sewer)			\$9.00
Penalty (Heldervale Water)			\$18.00
Penalty (Heldervale Water)			\$16.80

14 Heldervue Ave	Mahar, Michael J,	84.11-1-8	\$516.91
Account #: 40095 Contact: Mahar, Michael J,			
Heldervale Sewer			\$159.54
Heldervale Water			\$319.08
Penalty (Heldervale Sewer)			\$12.76
Penalty (Heldervale Water)			\$25.53

Overall Summary	
Clarksville Water	\$6,496.07
Feura Bush Water	\$9,993.88
Font Grove Water	\$668.24
Heldervale Sewer	\$942.18
Heldervale Water	\$1,896.72
New Salem Water	\$3,070.61
Northeast Water	\$2,545.16
Penalty (Clarksville Water)	\$518.47
Penalty (Feura Bush Water)	\$829.76
Penalty (Font Grove Water)	\$53.46
Penalty (Heldervale Sewer)	\$75.37
Penalty (Heldervale Water)	\$151.74
Penalty (New Salem Water)	\$274.75
Penalty (Northeast Water)	\$203.61
Penalty (Swift Road Water)	\$239.81
Swift Road Water	\$2,899.42
Total	\$30,859.25

**RESOLUTION NO. ____ OF 2016
Town of New Scotland, New York**

**RESOLUTION APPROVING INTERMUNICIPAL
WATER SUPPLY AGREEMENT
WITH TOWN OF BETHLEHEM
[HELDERVALE WATER DISTRICT]**

A meeting of the Town Board of the Town of New Scotland, Albany County, New York (the "Town") was convened in public session at the Town Hall located at in 2029 New Scotland Road, Slingerlands, New York 12159 on November 9, 2016 at 7:00 o'clock p.m.

WHEREAS, the Town of Bethlehem currently provides water to the Heldervale Water District pursuant to an arrangement with the Town of New Scotland and in accordance with the published rates;

WHEREAS, the towns wish to enter into a formal intermunicipal agreement concerning the Town of Bethlehem supplying water to the Heldervale Water District.

NOW, THEREFORE, BE IT RESOLVED, that the Town of New Scotland hereby approves the Intermunicipal Water Supply Agreement, dated as of November, 2016 (the "Agreement") and authorizes the Town Supervisor to sign the Agreement behalf of the Town.

A motion by Member _____, seconded by Member _____, to adopt Resolution No. __ of 2016.

In favor: _____
Opposed: _____
Motion Approved: _____

The Resolution was adopted at a meeting of the Town Board of the Town of New Scotland duly conducted on November 9, 2016.

RESOLUTION NO. ____ OF 2016
Town of New Scotland, New York

RESOLUTION APPROVING AMENDMENT TO
INTERMUNICIPAL AGREEMENT/ADDENDUM #2 TO SEWER
AGREEMENT WITH TOWN OF BETHLEHEM
[HELDERVALE SEWER DISTRICT]

A meeting of the Town Board of the Town of New Scotland, Albany County, New York was convened in public session at the Town Hall located at in 2029 New Scotland Road, Slingerlands, New York 12159 on November 9, 2016 at 7:00 o'clock p.m.

WHEREAS, the Town wishes to amend a certain intermunicipal Agreement, dated March 23, 2005 (the "Sewer Agreement") between the Town of Bethlehem and Town of New Scotland concerning the Town of Bethlehem accepting for treatment at its wastewater treatment facility wastewater from the Heldervale Sewer District; and

WHEREAS, on December 9, 2009, the parties amended the Sewer Agreement pursuant to an Amendment of Sewer Agreement, dated December 9, 2009 to cover the Heldervale Sewer District Extension No. 5; and

WHEREAS, on October 21, 2015, the Town of New Scotland approved Heldervale Sewer District Extension No. 6 in connection with the "Creekside" residential subdivision project and certain neighboring properties described and depicted in the Order establishing such district extension; and

WHEREAS, the Town of Bethlehem currently provides water to the Heldervale Water District pursuant to an arrangement with the Town of New Scotland and in accordance with the published rates;

NOW, THEREFORE, BE IT RESOLVED, that the Town hereby approves the agreement entitled "Intermunicipal Agreement and Amendment/Addendum #2" to the Sewer Agreement and authorizes the Town Supervisor to sign the Addendum on behalf of the Town. This Resolution supersedes Resolution #90 dated March 9, 2016 regarding this subject.

A motion by Member _____, seconded by Member _____, to adopt Resolution No. __ of 2016.

In favor: _____
Opposed: _____
Motion Approved: _____

The Resolution was adopted at a meeting of the Town Board of the Town of New Scotland duly conducted on _____, 2016.

INTERMUNICIPAL
WATER SUPPLY AGREEMENT

Between

Town of Bethlehem, New York

and

Town of New Scotland, New York

Re: Heldervale Water District

THIS AGREEMENT is made as of the ____ day of July, 2016, by and between the **Town of Bethlehem**, a municipal corporation organized and existing under the laws of the State of New York (“Bethlehem”), with an address of 445 Delaware Avenue, Delmar, Albany County, New York 12054 and the **Town of New Scotland**, a municipal corporation organized and existing under the laws of the State of New York (“New Scotland”), with an address of 2029 New Scotland Road, Slingerlands, Albany County, New York 12159.

RECITALS

WHEREAS, New Scotland has undertaken the steps required for the creation of a water district known as the Heldervale Water District (“the District” or the “Heldervale Water District”); and

WHEREAS, since in or about 1965, Bethlehem has sold water to the Heldervale Water District pursuant to certain Decisions, numbered 437-A [1959], #4860 [1965] and #5736 [1969] issued by the former Water Resources Commission of the State of New York (NYS WRC).

WHEREAS, New Scotland and Bethlehem agree that it is in the best interests of both communities to formalize their agreement regarding the Heldervale Water District; and

WHEREAS, General Municipal Law § 119-o provides that municipal corporations, including towns and districts, shall have the power to enter into agreements for the performance of their respective functions, such as provision of water; and

WHEREAS, pursuant to General Municipal Law § 119-o(2)(a), such an agreement may contain provisions relating to: (1) a method or formula for equitably providing for and allocating revenues, and (2) other mechanisms for effectuating such agreements; and

WHEREAS, General Municipal Law § 118-a authorizes municipalities to establish and revise charges for water, provides for adjudication of disputes, and such other matters; and

WHEREAS, New Scotland desires to receive water from Bethlehem pursuant to the terms set forth in this Agreement; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants set forth below, the parties agree as follows:

1. Nature of Agreement. This Agreement serves to define the rights and obligations of the parties with respect to the Heldervale Water District (including extensions #1 through #9), for the supply of water, and the parties’ obligations with respect to current customers and future customers that are, or will be, located within the Heldervale Water District when certain improvements are constructed and operational.

2. Water System Connections & Plan of Heldervale Water District. Bethlehem acknowledges that New Scotland has connected its Heldervale Water District water distribution system to Bethlehem’s water distribution system through master meters located at Mason Lane,

Parkway Drive and Stone Creek Drive. In addition there is a single water meter located along Route 85 to supply Heldervale Extension #8 for the property now or formerly owned by O'Rourke. The boundaries of the Heldervale Water District (and extensions and service area) are shown on the map entitled – "Heldervale Water District" prepared by Stantec and dated May 2016 (the "District Map"), which is attached as **Exhibit A** to this Agreement.

3. Water Charges. The Heldervale Water District shall pay the Bethlehem Water District for water consumed by the Heldervale District according to the formula, and based on meter readings (at the times and locations), set forth below:

- A. The rate payable by the Heldervale Water District shall be the published rate for water on the Town of Bethlehem website for customers of Bethlehem Water District No. 1 increased by one hundred percent (100%). The 100% increase in water charges/rates applies to water consumption only; it does not apply to any other charges reflected on Bethlehem's published rate chart.
- B. During the Term of this Agreement, Bethlehem shall not charge New Scotland (or customers of the Heldervale Water District) water connection fees, hook up charges, or similar fees for the connection of the Heldervale Water District.
- C. All bills shall be based on meter readings at the master meters located at: Mason Lane; Parkway; and Stone Creek.
- D. Notwithstanding any provision of this Agreement to the contrary, New Scotland reserves the right to request a reduction or adjustment of the water charges/rates on behalf of the Heldervale Water District customers. By entering into this Agreement, New Scotland is not waiving (or otherwise precluded from pursuing) any rights, remedies, or legal process New Scotland may have, including the right to petition the New York State Department of Environmental Conservation (or other State agencies), for review or reduction of the water charges/rates set forth in this Agreement or the Decisions of NYS WRC.
- E. Bethlehem hereby agrees to review the water rates/charges set forth in this Agreement on an annual basis, and notify New Scotland if a reduction or increase in water charges/rates is warranted. In no event will the water charges/rates exceed the 2x the rate charged to Town of Bethlehem Water District No. 1 charges reflected on the Town of Bethlehem website.

4. Commencement of Water Charges. The water rates set forth in paragraph 3 of this Agreement shall continue in effect during the term of this Agreement. No amendment of water charges/rates shall be effective unless the parties agree in writing to an amendment of this Agreement.

5. Billing Procedure.

- A. For each year, four times per year: 1) no later than January 31, 2) no later than April 30, 3) no later than July 31, and 4) no later than October 31; Bethlehem shall read the master meter(s) and provide New Scotland with an invoice for the amount of water used within 30 days of reading the meter.
- B. Late Payments: For all charges not paid by New Scotland when due, Bethlehem shall assess a late payment charge of one percent (1%) per month to the amount due for each month or portion thereof until paid. The postmark date of payment shall be evidence of the date of payment.

6. Term/Duration.

- A. This Agreement shall be effective when fully executed and shall expire twenty (20) years (the "Term") after the Commencement Date. The "Commencement Date" is the date of this Agreement as shown on page 1 of this Agreement. This Agreement may be extended for such periods and upon such terms as the parties may mutually agree upon.
- B. During the Term of this Agreement, Bethlehem shall continue to supply water to New Scotland pursuant to the terms of this Agreement and applicable laws governing the operation and use of the water supply.

7. Water Allocation and Amount. Projected average daily supply for Heldervale Water District & Extensions is 49,800 gallons per day. Bethlehem hereby agrees to sell up to 18,177,000 gallons per year to New Scotland's Heldervale Water District at a rate not to exceed 99,600 gallons per day. Water in excess of those amounts may be purchased upon a written amendment to this Agreement, which is subject to approval by the town boards of Bethlehem and New Scotland.

8. New Scotland's Responsibilities.

- A. New Scotland shall be responsible for, and will continue to own, maintain and repair the Heldervale Water District water distribution system, and the master meters and meter pits, New Scotland's water mains in the areas located within **Exhibit A**; and any future infrastructure improvements approved in writing by Bethlehem (the "Heldervale Water System"). New Scotland is responsible for all service connections within the Heverdale Water System. New Scotland is responsible for obtaining any and all permits from any authority with respect to the Heverdale Water District and any extensions thereto. Bethlehem shall not take title to, and shall not be responsible for the repair or maintenance of, the Heldervale Water System.

- B. New Scotland shall promptly act to correct any problem with loss or leakage from the Heldervale Water System that is identified by either party on the basis of the water use data provided from the master meter, Heldervale Water District customer meters, or from field observations.
- C. The costs associated with any independent Town Designated Engineer's review of proposed improvements to the Heldervale Water System engineering design, shall be borne by the Heldervale Water District.
- D. New Scotland shall promptly provide prior notice to Bethlehem whenever any of the following activities will be occurring during the construction of extensions to Heldervale Water District facilities: (1) commencement of construction; (2) connection to the Bethlehem water system; (3) all water taking during construction, pressure testing, and disinfection; and (4) any activities that may directly or indirectly impact service or water quality to Bethlehem water customers.

9. Bethlehem's Responsibilities.

- A. Bethlehem shall be responsible for, and will continue to own, maintain and repair Bethlehem's water system in a manner sufficient to supply water to the Heldervale Water District in accordance with the terms of this agreement. New Scotland shall not take title to and shall not be responsible for the repair or maintenance of Bethlehem's water system or water treatment plant.
- B. Bethlehem shall, at all times, operate and maintain its system in an efficient manner and shall take such action as may be necessary to ensure the continuous supply of potable water meeting the then-current, applicable state, federal, and local drinking water standards. Temporary or partial failure to deliver water shall be remedied with all possible dispatch.

10. Permits. Each party shall obtain all permits necessary for the construction and operation of their respective systems, including any extensions of the water system for any future improvements.

11. Heldervale Water District Extension No. 9/Creekside Project.

- A. On October 21, 2015, New Scotland approved an Order Establishing Water District Extension (the "Order") for the Creekside Subdivision (and nearby properties), which is Extension No. 9 of the Heldervale Water District (Extension #9). (A copy of the Order is annexed as **Exhibit B** to this Agreement.) Bethlehem hereby agrees to supply water to the properties serviced by Extension #9 when the sewer and water infrastructure improvements have been completed.

- B. The developer of the Creekside Subdivision has agreed to furnish and install certain improvements to the sewer and water infrastructure in the Heldervale sewer and water districts, which are shown on the plans prepared by Boswell Engineering, entitled Creekside Subdivision, Town of New Scotland, Albany County, State of New York (including Sheet Nos. S1-D4) (the “Plans”)¹, and the Bethlehem’s Department of Public Works has approved the Plans.
- C. Contractors hired by the developer of the Creekside Subdivision, under the supervision of the Town Designated Engineer (“TDE”) of New Scotland, shall make all water infrastructure improvements in accordance with the Plans and specifications (collectively, the “Creekside Water and Sewer Improvements”). Until all Creekside Water and Sewer Improvements have been completed and accepted by New Scotland’s TDE, Bethlehem shall have no obligation to supply water to Extension No. 9. If, however, the developer of the Creekside Subdivision elects not to proceed with construction of the Project, New Scotland shall have no obligation to complete the improvements listed on the Creekside Plans (except for the sewer manhole on New Scotland Road, which is addressed in the Sewer Agreement between New Scotland and Bethlehem).

12. This agreement may be amended from time to time to add future extensions of the Heldervale Water District. No other extensions shall be added without the prior written consent of Bethlehem.

13. Notices. Any notice or demand hereunder must be in writing and shall be deemed validly given if delivered by hand, sent by certified or registered mail, return receipt requested, or mailed by a reliable overnight courier to the address of the respective parties set forth below.

Town of Bethlehem
 Department of Public Works
 445 Delaware Avenue
 Delmar, New York 12054
 Attn: Town Supervisor

Town of New Scotland
 2029 New Scotland Rd
 Slingerlands, New York 12159
 Attn: Town Supervisor

Either party may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed effective upon actual receipt.

14. Miscellaneous.

- A. This Agreement may be amended at any time by written agreement signed by the supervisors (or deputy supervisors) of Bethlehem and New Scotland.

¹ A complete list of the Plans for the Creekside Project is set forth on **Exhibit C**.

- B. None of the parties shall be deemed to have waived the observance or performance of any term or provision of this Agreement, or any default hereunder, except pursuant to a written instrument of waiver signed by such party. No waiver of the observance or performance of any term of this Agreement shall be deemed to be a waiver of any subsequent failure to observe or perform this Agreement.
- C. New Scotland is entering into this Agreement on behalf of the town and the Heldervale Water District, and Bethlehem is entering into this Agreement on behalf of the town and the Bethlehem Water District No. 1. Except for the Heldervale Water District, this Agreement is not intended to create any benefit or interest in any third party. This Agreement may not be assigned, in whole or in part, except by written agreement of the parties hereto. This Agreement shall run with the Heldervale Water District and bind any future owner of the Heldervale Water District and any future owner of Bethlehem's District/water system.
- D. When fully executed, this Agreement shall be recorded by New Scotland at the Albany County Clerk's Office. The parties will execute the documents necessary for the recording of this Agreement.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The exclusive venue for any action or proceeding arising out of this Agreement shall be the Supreme Court of the State of New York, Albany County or the United States District Court for the Northern District of New York.
- F. If any provision of this Agreement or its application is determined to be invalid, illegal or unenforceable in any respect, the validity and legality of all other provisions and applications hereof shall not in any way be affected or impaired. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof.
- G. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- H. All notices required or permitted hereunder shall, unless otherwise specified, be in writing and be delivered by hand, by overnight courier, or by mail to the parties at the addresses listed or at such other location designated by the parties in writing.
- I. In any case where the approval or consent of one party hereto is required, requested or otherwise given to be given under this Agreement, each party shall not unreasonably delay or withhold its approval or consent.

J. All exhibits annexed to this Agreement are made a material part of this Agreement and are incorporated herein by reference.
IN WITNESS WHEREOF, the parties have executed this Agreement.

DATED: JULY____, 2016

Town of Bethlehem

Town of New Scotland

By: _____
John Clarkson, Supervisor

By: _____
Douglas LaGrange, Supervisor

STATE OF NEW YORK)
 ss.:
COUNTY OF ALBANY)

On the __ day of _____, in the year 2016 before me, the undersigned, personally appeared DOUGLAS LaGRANGE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
 ss.:
COUNTY OF ALBANY)

On the ____ day of _____, in the year 2016 before me, the undersigned, personally appeared JOHN CLARKSON, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Record and Return to:

J. Michael Naughton, Esq.
Young/Sommer LLC
Executive Woods
Five Palisades Dr.
Albany, NY 12205

INDEX OF EXHIBITS

<u>EXHIBIT</u>	<u>DESCRIPTION</u>
EXHIBIT A	Stantec Plan – Sheet HWD-1 “Heldervale Water District” for Intermunicipal Water Supply
EXHIBIT B	Order Establishing Heldervale Water District – Extension #9
EXHIBIT C	Schedule of Creekside Plans

EXHIBIT A

EXHIBIT B



COPY

At a Special Meeting of the Town of New Scotland, Albany County, New York, held at the Town Hall, in the Town of New Scotland, on the 21st day of October, 2015, at 6:25 o'clock P.M.

**IN THE MATTER OF THE ESTABLISHMENT OF THE
HELDERVALE WATER DISTRICT EXTENSION #9
in the Town of New Scotland, Albany County, New York**

**ORDER ESTABLISHING
WATER DISTRICT
EXTENSION**

WHEREAS, a Petition has been duly presented to the Town Board of the Town of New Scotland requesting a certain extension to the Heldervale Water District; and

WHEREAS, a map, plan and report relating to the establishment of Heldervale Water District Extension #9, prepared by Dominick F. Arico, PE of Boswell Engineering, a duly licensed civil engineer of the State of New York, in a manner and in such detail as has been determined by this Town Board to be adequate, has been duly filed with the Town Clerk, in accordance with the requirements of Article 12 of the Town Law; and

WHEREAS, an order was duly adopted by the Town Board on July 27, 2015, reciting the filing of said map, plan and report, the improvements proposed, the boundaries of the proposed district, the proposed method of financing, the fact that the map, plan and report describing the same were on file in the Town Clerk's Office for public inspection, and stating all other matters required by law to be stated, and specifying August 12, 2015 at 6:45 p.m. on said day as the time and date, at the New Scotland Town Hall as the place where this Town Board will meet and consider said map, plan and report, and to hear all persons interested in the subject thereof, concerning the same, and to take such action thereon as is required or authorized by law; and

WHEREAS, such order was duly published and posted as required by law; and

WHEREAS, a hearing on said matter was duly held by said Town Board on August 12, 2015, at 6:45 p.m. on said day, in the New Scotland Town Hall and the petitioners appearing in favor of the petition, and the Town Board having heard comment from all interested persons; and

WHEREAS, all construction and other costs for creation of the extension, estimated at \$340,212.00, will be paid by the landowner, Bruce Boswell, with no cost to the Town of New Scotland, it is hereby

Albany County Clerk
Document Number 11931333
Rcvd 10/27/2015 12:17:26 PM



RESOLVED AND DETERMINED:

- a. That the petition is signed and acknowledged or proved as required by law and is otherwise sufficient;
- b. That the notice of hearing was published and posted as required by law, and is otherwise sufficient;
- c. That all property and property owners within the proposed extension are benefitted thereby;
- d. That all property and property owners benefitted are included within the limits of the proposed extension;
- e. That it is in the public interest to establish said extension; and be it further

RESOLVED AND DETERMINED:

That the establishment of the proposed extension as set forth in said map, and report, be approved and such extension shall be known and designated as Heldervale Water District Extension #9 and shall be bounded and described as set forth in **Schedule A** attached hereto and made a part hereof; and be it further

RESOLVED AND DETERMINED:

That the Town Clerk be, and hereby is, authorized and directed to file a certified copy of this Resolution in the Office of the Clerk of the County of Albany, which is the County in which the said Town of New Scotland is located, within ten days after the adoption of this Resolution, pursuant to the provision of section 195 of the Town Law.

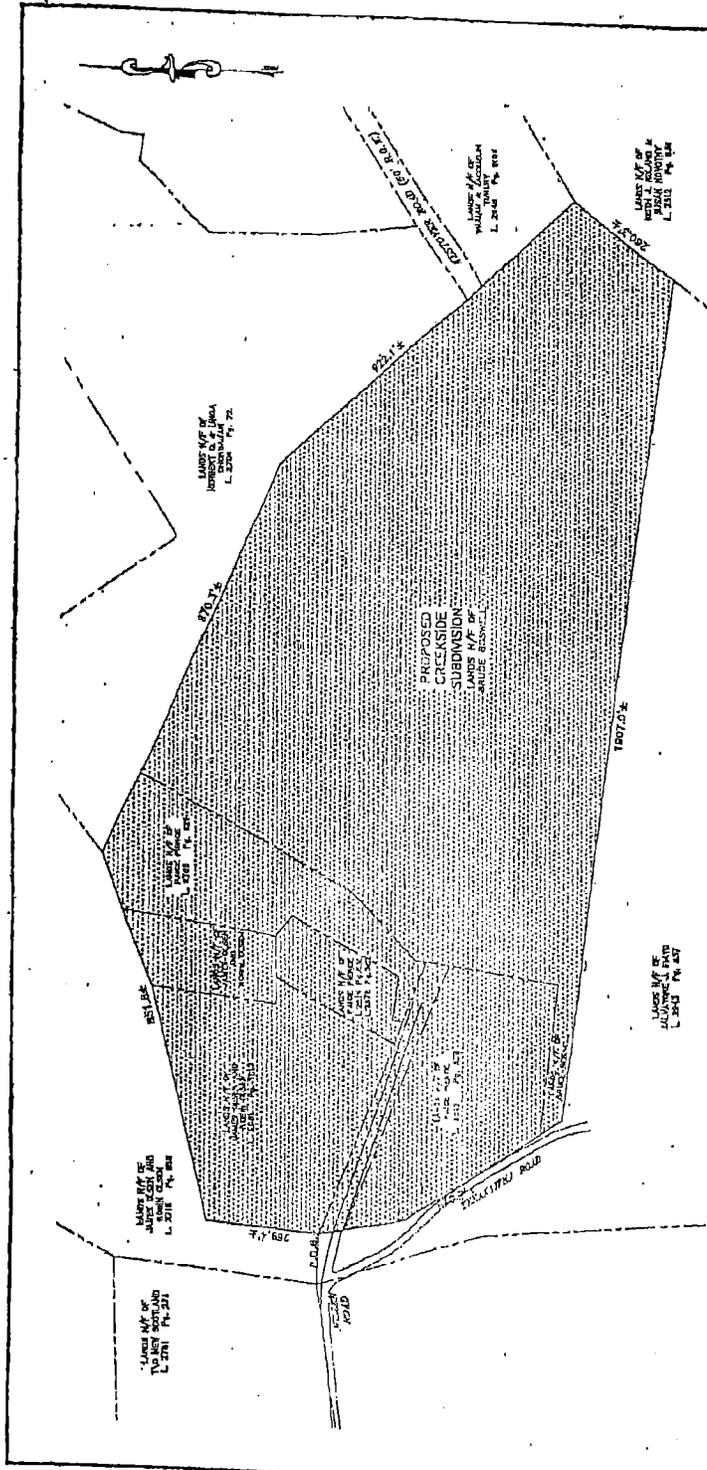
A motion by Member Dolin, seconded by Member LaGrange, to adopt **Resolution No. 233 of 2015.**

A roll call vote was taken on Resolution No. 2015-233 as follows:

Supervisor Dolin	Aye
Member Hennessy	Aye
Member LaGrange	Aye
Member Snyder	Aye
Member Greenberg	Aye

**BY ORDER OF THE TOWN BOARD
TOWN OF NEW SCOTLAND
DATED, OCTOBER 21, 2015
DIANE R. DESCHENES, TOWN CLERK**

SCHEDULE A



REVISION: MURPHY PROPOSED WATER DISTRICT BOUNDARY - 04-11-2013
 REVISION: MURPHY PROPOSED WATER DISTRICT BOUNDARY FOR PLANNING BOARD COMMENTS - 04-11-2013

Boswell ENGINEERING
 ENGINEERS - SURVEYORS - PLANNERS - SCIENTISTS
 789 MADISON AVE., ALBANY, N.Y. 12208 518-435-6310

MICHAEL P. WERNER, I.S.
 New York State Lic. No. 41377

CONDUIT PLAN
**PROPOSED HELDERVALE
 WATER DISTRICT EXTENSION**
 COUNTY OF ALBANY
 TOWN OF NEW SCOTLAND STATE OF NEW YORK
 PREPARED BY: MICHAEL P. WERNER, I.S.
 DATE: 04-11-2013
 SHEET NO. 1 OF 1
 SCALE: 1" = 200'



BOSWELL ENGINEERING

ENGINEERS * SURVEYORS * PLANNERS * SCIENTISTS

798 Madison Avenue • Albany, N.Y. 12208 • (518) 438-8310 • Fax (518) 438-0859

DESCRIPTION
HELDERVALE WATER DISTRICT EXTENSION

Town of New Scotland

County of Albany
State of New York

Beginning at a point in the division line between lands on the west now or formerly of Olsen and lands on the east of the herein described parcel said point of beginning also being the most northwesterly corner of lands now or formerly of Pierce; thence running from said point of beginning in a general northerly direction along first mentioned division line (269.4) feet more or less to a point in the division line between lands on the northwest now or formerly of Olsen and land on the southeast of the herein described parcel; thence in a northeasterly direction along the last mentioned division line (851.8) more or less feet to a point in the division line between lands on the north now or formerly of Chorbajian and lands on the south of the herein described parcel; thence in a easterly direction along the last mentioned division line (970.3) feet more or less to a point in the division line between lands on the northeast now or formerly of Chorbajian and lands on the southwest of the herein described parcel; thence in a southeasterly direction along the last mentioned division line and also along land on the northeast of Westover Road and lands now or formerly of Tureby (922.1) feet more or less to a point in the division line between lands on the southeast now or formerly of Roland and Novotny and lands on the northwest of the herein described parcel; thence in a southwesterly direction along the last mentioned division line (280.3) feet more or less to a point in the division line between lands on the south now or formerly of Fiato and lands on the north of the herein described parcel; thence in a easterly direction along the last mentioned division line (1907.0) feet more or less to a point in the division line between lands on the west now or formerly of Fiato and lands on the east of the herein described parcel; thence in a northerly direction along the last mentioned division line (640.7) feet more or less to the point of beginning.

CERTIFICATION

STATE OF NEW YORK)
) ss:
COUNTY OF ALBANY)

I, the undersigned Clerk of the Town of New Scotland, Albany County, New York, do hereby **certify**:

That I have compared the foregoing copy of the **Order Establishing Water District Extension**, dated October 21 2015, with the original thereof on file in my office, and that the same is a true and correct copy of said original and the whole of said original.

In witness whereof, I have hereunto set my hand and affixed the seal of said Town this 22nd day of October, 2015.


NEW SCOTLAND TOWN CLERK

EXHIBIT C

Boswell Engineering Plans entitled Creekside Subdivision, Town of New Scotland, Albany
County, State of New York

- Sheet S1 – Site Plan- last revised 9/24/15
- Sheet S2 – Subdivision Plan- last rev 8/6/15
- Sheet P1 – Grading & Utility Plan- last rev. 11/19/15
- Sheet P2 – Miller Road Rehabilitation Plan- last rev. 11/19/15
- Sheet P3 – Creekside Drive Plan & Profile Last rev. 9/24/15
- Sheet P4 – Offsite Waterline Plan & Profile- last rev. 11/19/15
- Sheet P5 – Utility Plan & Profile- last rev. 9/24/15
- Sheet P6 – Offsite Utility Placement Plan & Profile- last rev. 12/17/15
- Sheet P7 – Erosion & Sediment Control Plan- last rev. 9/24/15
- Sheet P8 – Wetland Impacts Plan- last Rev. 5/2015
- Sheet D1 – Erosion & Sediment Control Details- last rev. 9/24/15
- Sheet D2 – Misc. Details- last rev. 9/24/15
- Sheet D3 – Sanitary & Storm Sewer Details- last rev. 9/24/15
- Sheet D4 – Waterline Details- last rev. 9/24/15

**INTERMUNICIPAL AGREEMENT
-AND-
AMENDMENT/ADDENDUM #2
TO SEWER AGREEMENT, DATED MARCH 23, 2005
[HELDERVALE SEWER DISTRICT]**

THIS AGREEMENT dated as of this ____ day of November, 2016 by and between the TOWN OF BETHLEHEM (“**Bethlehem**”), a municipal corporation of the State of New York with offices at 445 Delaware Avenue, Delmar, New York and the TOWN OF NEW SCOTLAND (“**New Scotland**”), a municipal corporation of the State of New York with offices at 2029 New Scotland Road, Slingerlands, New York.

WITNESSETH

WHEREAS, on March 23, 2005 Bethlehem and New Scotland entered into a written Agreement, dated March 23, 2005 pursuant to which Bethlehem agreed to accept for treatment at its wastewater treatment facility wastewater from the Heldervale Sewer District (including Extensions 1 through 4 thereof); and

WHEREAS, on December 9, 2009, the parties amended the Agreement pursuant to an Amendment of Sewer Agreement, dated December 9, 2009 to cover the Heldervale Sewer District Extension No. 5; and

WHEREAS, the Agreement dated March 23, 2005 and the Amendment of Sewer Agreement dated December 9, 2009 are annexed hereto as **Exhibit 1** and shall be referred to, collectively, as the “**Sewer Agreement;**” and

WHEREAS, on October 21, 2015, New Scotland approved: (A) Heldervale Sewer District Extension No. 6; and (B) Heldervale Water District Extension No. 9 in connection with the “Creekside” residential subdivision project and certain neighboring properties described and

depicted in the Orders establishing such district extensions, which are annexed hereto as **Exhibits 2 and 3** (the “Extension Orders”); and

WHEREAS, Bethlehem has determined that it has sufficient capacity to accept wastewater from the residential properties encompassed by the Creekside Subdivision (the “**Project**”) (and neighboring properties identified in the Extension Orders); and

WHEREAS, the developer of the Creekside Subdivision has agreed to furnish and install certain improvements to the sewer and water infrastructure in the Heldervale sewer and water districts, which are shown on the plans prepared by Boswell Engineering set forth below:

- Sheet S1 – Site Plan- last revised 9/24/15
- Sheet S2 – Subdivision Plan- last rev 8/6/15
- Sheet P1 – Grading & Utility Plan- last rev. 11/19/15
- Sheet P2 – Miller Road Rehabilitation Plan- last rev. 11/19/15
- Sheet P3 – Creekside Drive Plan & Profile Last rev. 9/24/15
- Sheet P4 – Offsite Waterline Plan & Profile- last rev. 11/19/15
- Sheet P5 – Utility Plan & Profile- last rev. 9/24/15
- Sheet P6 – Offsite Utility Placement Plan & Profile- last rev. 12/17/15
- Sheet P7 – Erosion & Sediment Control Plan- last rev. 9/24/15
- Sheet P8 – Wetland Impacts Plan- last Rev. 5/2015
- Sheet D1 – Erosion & Sediment Control Details- last rev. 9/24/15
- Sheet D2 – Misc. Details- last rev. 9/24/15
- Sheet D3 – Sanitary & Storm Sewer Details- last rev. 9/24/15
- Sheet D4 – Waterline Details- last rev. 9/24/15

(the “**Plans**”), and the Bethlehem Department of Public Works has approved the Plans; and

WHEREAS, it is the intention of the parties that the property described in the Extension Order annexed as Exhibit 2 to this Addendum be included within the Sewer Agreement;

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

1. Pursuant to paragraph 6(e) of the March 23, 2005 Sewer Agreement, the properties described in the Extension Order appended hereto as Exhibit 2 shall be,

and hereby are, covered by the Sewer Agreement on the same terms and conditions set forth in the Sewer Agreement, and Bethlehem hereby agrees to accept wastewater from such properties on the terms and conditions set forth in the Sewer Agreement.

2. Contractors hired by the developer of the Creekside Subdivision, under the supervision of the Town Designated Engineer (“**TDE**”) of New Scotland, shall make all sewer and water infrastructure improvements in accordance with the Plans and specifications (collectively, the “Creekside Water and Sewer Improvements”). Until all Creekside Water and Sewer Improvements have been completed and accepted by New Scotland’s TDE, Bethlehem shall have no obligation to accept wastewater from Heldervale Sewer District Extension No. 6. If, however, the developer of the Creekside Subdivision elects not to proceed with construction of the Project, New Scotland shall have no obligation to complete the improvements listed on the Creekside Plans.
3. Pursuant to paragraph 1(f) of the March 23, 2005 Sewer Agreement, New Scotland shall pay the sum of Twelve Thousand (\$12,000.00) Dollars to Bethlehem for each new single family residential connection (or for a user with water use volume equivalent to a single family residence (not to exceed 600 gallons per day) to the pressure system) made after the date of this Agreement. Said payments are due and payable to Bethlehem as an obligation of New Scotland regardless of whether New Scotland collects said fees. Payments shall be made prior to the issuance of a building permit.

4. New Scotland shall be responsible for completing the replacement, repairs and/or maintenance required under paragraph 1(e) of the Agreement, dated March 23, 2005 by no later than eight (8) months from the date this Agreement is fully executed.
5. The term of this Agreement shall expire on March 22, 2025 unless extended by written agreement of the parties.
6. The Plans referenced in this Agreement and the Sewer Agreement are hereby incorporated by reference and are part of this Addendum/Sewer Agreement.
7. Miscellaneous:
 - (A) Notices: Any notice required to be given by any party to this Agreement shall be delivered via the United States mail (certified-return receipt) or by overnight courier to the address listed above or such other address designated in writing by the parties.
 - (B) Complete Agreement: This Agreement contains the entire agreement between the parties with respect to the matters contained herein and it may not be changed, altered, modified, limited, terminated, or extended orally or by any agreement between the parties unless such agreement is in writing and signed by the parties hereto.
 - (C) Law Governing: This Agreement shall be construed in accordance with the laws of the State of New York. The venue of any action arising out of this Agreement shall be in the Supreme Court of the State of New York, Albany County.
 - (D) Execution in Counterparts: This Agreement may be executed in one or more counterparts, any one or all of which shall constitute one agreement. This Agreement may be executed and delivered via facsimile or email transmission.
 - (E) Severance: If any provision of this Agreement or its application is determined to be invalid, illegal or unenforceable in any respect, the validity and legality of all other provisions and applications hereof shall not in any way be affected or impaired. The provisions of this Agreement shall remain in effect in the event any court of law finds that any fee or charge imposed under this Agreement is void or unenforceable with respect to non-parties to the Agreement, but New Scotland shall be

relieved of its responsibility to pay such fee or charge payable to Bethlehem under this Agreement found void or unenforceable until and unless such court ruling is reversed or overturned on appeal.

- (F) Consents: In any case where the approval or consent of one party hereto is required, requested or otherwise given to be given under this Agreement, each party shall not unreasonably delay or withhold its approval or consent.
- (G) Exhibits: All exhibits annexed to this Agreement are made a material part of this Agreement and are incorporated herein by reference.

In witness whereof, the undersigned have set their hands on the date below written.

TOWN OF BETHLEHEM

TOWN OF NEW SCOTLAND

By: _____
John Clarkson, Supervisor

By: _____
Douglas LaGrange, Supervisor

Dated: _____

Dated: _____

EXHIBIT 1

AGREEMENT

THIS AGREEMENT made this 23rd day of March, 2005 by and between the TOWN OF BETHLEHEM, a municipal corporation of the State of New York with offices at 445 Delaware Avenue, Delmar, New York and the TOWN OF NEW SCOTLAND, a municipal corporation of the State of New York with offices at 2029 New Scotland Road, Slingerlands, New York.

WITNESSETH

WHEREAS on March 25, 1981 the parties entered into an agreement pursuant to the terms of which the Town of Bethlehem for and on behalf of the Bethlehem Sewer District agreed, for consideration expressed, to receive wastewater from the Heldervale Sewer District of the Town of New Scotland (hereinafter the Heldervale Sewer District) for transmission to Bethlehem's waste treatment facility; and

WHEREAS on or about April 9, 1990, the parties entered into a second agreement pursuant to the terms of which the Town of Bethlehem for and on behalf of the Bethlehem Sewer District agreed for consideration expressed to receive wastewater from Extension #1 of the Heldervale Sewer District for transmission to Bethlehem's waste treatment facility upon payment of the necessary fees by MLD Holdings, the developer; and

WHEREAS both agreements by their terms expired March 25, 2001; and

WHEREAS on or about January 23, 2002, the Town Board of the Town of Bethlehem authorized the Bethlehem Sewer District to receive wastewater from extension #2 of the Heldervale Sewer District upon payment of the necessary fee(s); and

WHEREAS one or more petitions to further extend the Heldervale Sewer District are pending or contemplated, which if authorized, will include Mason Road and adjacent areas in the Town of Bethlehem boundary line on Route 85 to the intersection of Route

85 and Route 85A in the Town of New Scotland; and

WHEREAS the parties wish to renew, extend, revise and restore their agreements in this restated agreement;

NOW THEREFORE, the parties, in consideration of their mutual undertakings and covenants heretounder set forth, agree as follows:

1. The Bethlehem Sewer District shall, except when prevented from doing so by the curtailment of the normal operation of either the Bethlehem Sewer System, and/or Water District No. 1 of the Town of Bethlehem, accept for treatment at its wastewater treatment facility wastewater from the Heldervale Sewer District, Heldervale Sewer District Extension #1, Heldervale Sewer District Extension #2, Heldervale Sewer District Extension #3, Route 85/Stewarts, and Heldervale Sewer District Extension #4, Route 85 and Mason Lane, provided the Town of New Scotland meets all of the following conditions:

(a) Repair and maintain the existing Mason Road master water meter and meter pit within eight (8) months of the date of this agreement. At such time as it is determined that said existing master water meter must be replaced, the installation of a new water meter shall be subject to review and approval by the Town of Bethlehem Department of Public Works (DPW) (specifications for the new master water meter must be compatible with the Town of Bethlehem metering system). All costs in connection with the ownership, operation, maintenance and replacement of the existing and any replacement master meter and master meter pit shall be the sole responsibility of the Town of New Scotland.

(b) Read master water meters at Mason Road, Heldervale, Swift Road and Feura Busb on a weekly basis with the readings faxed or e-mailed each week to Town of Bethlehem DPW Office.

(c) Have all master meters' flows tested by a qualified meter testing firm at least annually (more frequently if a meter fails) with test results to be certified and provided to Town of Bethlehem DPW within ten days of each test;

(d) Construct a new master meter pit with new master meter to replace the now abandoned Heldervale master meter pit, within eight (8) months of this agreement. The new master meter pit shall be designed with pit drain or sump pump to prevent flooding. The new water meter shall be a Sensus brand meter with radio read and fire flow capability. The design shall include a metered by-pass to allow the primary meter to be taken out of service for testing and/or repair.

(e) Repair inside of the existing sanitary sewer manhole on the New Scotland Road where the New Scotland pressure sewer connects to Bethlehem gravity sewer and coat inside of manhole with approved material to protect concrete, within eight (8) months of this agreement. Repairs at this manhole shall include improvements to minimize offensive odors.

(f) Pay the sum of Twelve Thousand (\$12,000.00) Dollars to the Town of Bethlehem for each new single family residential connection, or for a user with water use volume equivalent to a single family residence (not to exceed 600 gallons per day) to the pressure sewer system. All other users shall pay \$12,000.00 for each 600 gallons of wastewater per day, or part thereof. Said payments to be due and payable to Bethlehem as an obligation of New Scotland regardless of whether New Scotland collects said fees, provided however that the \$12,000 fee per connection shall not apply to homes or equivalent commercial users not to exceed 600 per day in the Town of New Scotland Sewer District for which Certificates of Occupancy were issued prior to January 1, 2003.

Payment shall be made prior to the issuance of a building permit. The Town of New Scotland shall notify the Town of Bethlehem of payment so the Town of Bethlehem may invoice the Town of New Scotland for the fee. The \$12,000 connection fee for each new single-family residential home in the Town of New Scotland hooking into the Bethlehem Sewer System is based on the following factors:

(i) Impact on the Bethlehem Sewer System by taking sewage from the Town of New Scotland when the Bethlehem Sewer System had been designed for full development with wastewater solely from the Town of Bethlehem.

(ii) To assist Bethlehem in funding improvements to its sewer system that would reduce infiltration and inflow of ground waters and other such improvements to accept these additional wastewaters from the Town of New Scotland into its system.

(iii) The fee is set with the understanding that the Bethlehem Sewer District shall not and cannot collect an ad valorem tax to help pay for its debt service on the major facilities at its sewer plant or its sewer collection system, including pumping stations, interceptor sewer and the wastewater treatment plant itself.

(iv) The rate for wastewater treatment costs for wastewater generated in the Town of New Scotland's original Heldervale Sewer District is 150% higher than the water rate set for residents in the Town of Bethlehem, which in 2005, the current rate is \$1.93 per 100 cubic feet of wastewater. The rate for wastewater treatment costs for wastewater generated in Extension #1 of the Town of New Scotland Heldervale Sewer Extension and all other extensions existing as of the date of this agreement, shall be 150% higher than the rate for residents in the Town of Bethlehem as set forth in the Agreement between Bethlehem and New Scotland dated May 31, 1990.

2. It is further agreed that the Town of New Scotland shall pay to the Town of Bethlehem a fee for such conveyances and treatment to be computed as follows:

(a) Actual water usage in the original Heldervale Sewer District prior to any extensions multiplied by the Bethlehem water rate for wastewater treatment as it may be amended from time to time x 150%.

(b) Actual water usage as metered in Extensions to the Heldervale Sewer District multiplied by the Bethlehem Water rate for wastewater as it may be amended from time to time x 150%.

(c) The quantity of water received from Bethlehem by New Scotland, to be utilized in computing the total amount of the fee shall be determined by, and based upon, measurements recorded on water meters installed as contemplated by this agreement. In the event of a discrepancy as to the quantity of water received by New Scotland, as measured by individual water meters within Heldervale Sewer District and the master meters which indicate the higher volume of usage shall control and shall be utilized in the above referenced formula.

3. The Town of New Scotland shall solely be responsible for the operation, maintenance, repair or replacement of the Heldervale Sewer District and its Extensions and for its connection to the Bethlehem Sewer District.

4. The Town of New Scotland shall defend, indemnify and hold the Town of Bethlehem, the Bethlehem Sewer District, their respective elected officials, employees, agents, and assigns [hereinafter collectively as "Town of Bethlehem"] harmless from any and all liability, including reasonable attorney fees, incurred or assessed against the Town of Bethlehem by reason of any claim asserted against the Town of Bethlehem by users

located within the Town of New Scotland, or by any third parties, concerning the operation of the Bethlehem Sewer District, Town of Bethlehem waste treatment facility or any other related facilities, except for any damages due to the negligence or intentional acts of the Town of Bethlehem. The Town of New Scotland shall add the Town of Bethlehem as an additional insured under the Town of New Scotland's general liability policy and excess policy.

For these purposes, it is hereby acknowledged and agreed that the Town of Bethlehem has no jurisdiction over, nor any responsibility with respect to back-check valves located in the individual homes, businesses, or other entities of users within the Town of New Scotland. The failure of any back-check device, the lack of a back-check device, and any notice issues regarding back-check devices, shall not be the responsibility of the Town of Bethlehem.

The Town of New Scotland shall provide and maintain in full force and effect during the duration of this agreement and for a period of not less than six years after the expiration thereof a policy of public liability and property damage insurance underwritten on an 'occurrence basis' with an insurance carrier acceptable to the Town of Bethlehem which names and protects the Town Bethlehem from any and all liability pursuant to this indemnification agreement in the following amounts: Two Million Dollars per occurrence, Two Million Dollars for property damage and Four Million Dollars aggregate for general liability. The Town of New Scotland shall maintain said policy in full force and effect at all times that it utilizes the Town of Bethlehem sewer district. The Town of New Scotland shall provide the Town of Bethlehem with a certificate of said insurance and, if requested, a copy of said policy or policies. Said

insurance policy by its terms shall not be amended, cancelled or rescinded without at least sixty (60) days prior notice to the Town of Bethlehem. The parties shall review and amend said coverage as deemed appropriate by the Town of Bethlehem insurers every five years within sixty days of the anniversary of this agreement.

In the event that there is damage to New Scotland property or that of a third party, where both the insurance policy procured by the Town of New Scotland and the insurance policy procured by the Town of Bethlehem cover the loss, the insurance policy procured by the Town of New Scotland shall be considered the primary insurance and the insurance policy procured by the Town of Bethlehem shall be considered the secondary insurance.

5. It is understood and agreed by the Town of New Scotland that the wastewater treatment facilities of the Town of Bethlehem are designed for domestic sewage only and wastewater received by Bethlehem from New Scotland shall be in compliance with the applicable provisions of Local Law No. 5 of 1986 of the Town of Bethlehem (also known as the SEWER ORDINANCE of the Town of Bethlehem) as same may be amended from time to time.

6. This agreement shall apply only to the following sewer districts and extensions operated by and within the Town of New Scotland, the descriptions of which are attached hereto and made apart hereof:

- (a) Heldervale Sewer District;
- (b) Heldervale Sewer District Extension No. 1;
- (c) Heldervale Sewer District Extension No. 2;
- (d) Heldervale Sewer District Extension No. 3 [Route 85/Stewarts]; and

(e) Helfervale Sewer District Extension No. 4 [Route 85 and Mason Lane].

This agreement may be amended from time to time to add future Town of New Scotland Sewer Districts and/or Extensions. No other sewer districts or extensions shall be added without the prior written consent of the Town of Bethlehem. Notwithstanding anything to the contrary elsewhere in this agreement, the determination of whether to permit additional sewer districts or extensions to the Town of Bethlehem system shall be made solely by the Town of Bethlehem.

7. This agreement shall remain in full force and effect for a period of twenty years from the date hereof.

8. This agreement constitutes the entire agreement and understanding between the parties and supersedes all offers, promises, negotiations, understandings and other agreements concerning the subject matter contained herein and that no verbal or oral agreements, promises, or understanding shall be binding upon either party in any dispute, controversy or proceeding at law. Any amendment, addition, variation or modification to this agreement shall be void and ineffective unless in writing and executed by both parties.

9. If any provision of this agreement deemed to be invalid or unenforceable with respect to any party, the remainder of this agreement, or the application of such provision to persons other than those to whom it is deemed invalid or unenforceable, shall not be affected and each provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.

10. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

11. Any notice or demand hereunder must be in writing and shall be deemed validly given if sent by certified or registered mail. Return receipt requested, or by a reliable overnight courier to the address of the respective parties set forth below:

Town of Bethlehem
Department of Public Works
445 Delaware Avenue
Dafmar, New York 12054

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

Either party may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed effective upon actual receipt.

12. This Agreement shall be governed by the laws of the State of New York. Any litigation arising out of this Agreement shall be venued in Albany County, State of New York.

13. In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold its approval or consent.

14. All Riders and Exhibits annexed hereto are made a material part of this Agreement and are incorporated herein by reference.

In witness whereof the undersigned have set their hands on the date above written.

TOWN OF BETHLEHEM

TOWN OF NEW SCOTLAND

By: 

Theresa Egan, Supervisor

By: 

Edward E. Clark, Supervisor

Dated: 3/28/05

Dated: March 11, 2005

AMENDMENT OF SEWER AGREEMENT

THIS AGREEMENT made this 9th day of December, 2009 by and between the TOWN OF BETHLEHEM, a municipal corporation of the State of New York with offices at 445 Delaware Avenue, Delmar, New York and the TOWN OF NEW SCOTLAND, a municipal corporation of the State of New York with offices at 2029 New Scotland Road, Slingerlands, New York.

WITNESSETH

WHEREAS, on March 23, 2005 the Town of Bethlehem and Town of New Scotland entered into a written agreement (hereinafter "Sewer Agreement") concerning the Town of Bethlehem accepting for treatment at its waste water treatment facility waste water from the Heldervale Sewer District, as well as Extensions 1 through 4 thereof; and

WHEREAS, the Town of New Scotland proposes to create Heldervale Sewer District Extension No. 5, containing approximately 6.79 acres of land on Route 85 in the Town of New Scotland, more particularly described in Schedule A appended hereto; and

WHEREAS, pending before the Town of New Scotland Planning Board is a subdivision proposal, which would authorize the building of 30 residential units on such parcel; and

WHEREAS, there is currently in existence a commercial unit, which is partially within the aforesaid property; and

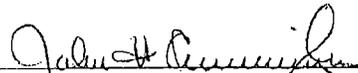
WHEREAS, it is the intention of the parties that the property described in Schedule A be included within the Sewer Agreement;

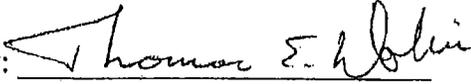
NOW, THEREFORE, it is hereby agreed that, pursuant to paragraph 6(e) of the March 23, 2005 Sewer Agreement, the property described in Schedule A appended hereto shall be, and hereby is, covered by said Agreement on the same terms and conditions set forth therein, except that the hookup fee for each individual townhouse unit to be built on such property shall be \$6,000.00 per unit (not to exceed 300 gallons per day per townhouse). This agreement shall expire at the same time the March 23, 2005 Sewer Agreement expires.

In witness whereof, the undersigned have set their hands on the date below written.

TOWN OF BETHLEHEM

TOWN OF NEW SCOTLAND

By: 
John Cunningham, Supervisor

By: 
Thomas E. Dolin, Supervisor

Dated: December 9, 2009

Dated: December 9, 2009

EXHIBIT 2

COPY



At a Special Meeting of the Town of New Scotland, Albany County, New York, held at the Town Hall, in the Town of New Scotland, on the 21st day of October, 2015, at 6:25 o'clock P.M.

**IN THE MATTER OF THE ESTABLISHMENT OF THE
HELDERVALE SEWER DISTRICT EXTENSION #6
in the Town of New Scotland, Albany County, New York**

**ORDER ESTABLISHING
SEWER DISTRICT
EXTENSION**

WHEREAS, a Petition has been duly presented to the Town Board of the Town of New Scotland requesting a certain extension to the Heldervale Sewer District; and

WHEREAS, a map, plan and report relating to the establishment of Heldervale Sewer District Extension #6, prepared by Dominick F. Arico, PE of Boswell Engineering, a duly licensed civil engineer of the State of New York, in a manner and in such detail as has been determined by this Town Board to be adequate, has been duly filed with the Town Clerk, in accordance with the requirements of Article 12 of the Town Law; and

WHEREAS, an order was duly adopted by the Town Board on July 27, 2015, reciting the filing of said map, plan and report, the improvements proposed, the boundaries of the proposed district, the proposed method of financing, the fact that the map, plan and report describing the same were on file in the Town Clerk's Office for public inspection, and stating all other matters required by law to be stated, and specifying August 12, 2015 at 6:50 p.m. on said day as the time and date, at the New Scotland Town Hall as the place where this Town Board will meet and consider said map, plan and report, and to hear all persons interested in the subject thereof, concerning the same, and to take such action thereon as is required or authorized by law; and

WHEREAS, such order was duly published and posted as required by law; and

WHEREAS, a hearing on said matter was duly held by said Town Board on August 12, 2015, at 6:50 p.m. on said day, in the New Scotland Town Hall and the petitioners appearing in favor of the petition, and the Town Board having heard comment from all interested persons; and

WHEREAS, all construction and other costs for creation of the extension, estimated at \$266,062.00, will be paid by the landowner, Bruce Boswell, with no cost to the Town of New Scotland, it is hereby

Albany County Clerk
Document Number 11931336
Rcvd 10/27/2015 12:19:25 PM



RESOLVED AND DETERMINED:

- a. That the petition is signed and acknowledged or proved as required by law and is otherwise sufficient;
- b. That the notice of hearing was published and posted as required by law, and is otherwise sufficient;
- c. That all property and property owners within the proposed extension are benefitted thereby;
- d. That all property and property owners benefitted are included within the limits of the proposed extension;
- e. That it is in the public interest to establish said extension; and be it further

RESOLVED AND DETERMINED:

That the establishment of the proposed extension as set forth in said map, and report, be approved and such extension shall be known and designated as Heldervale Sewer District Extension #6 and shall be bounded and described as set forth in **Schedule A** attached hereto and made a part hereof; and be it further

RESOLVED AND DETERMINED:

That the Town Clerk be, and hereby is, authorized and directed to file a certified copy of this Resolution in the Office of the Clerk of the County of Albany, which is the County in which the said Town of New Scotland is located, within ten days after the adoption of this Resolution, pursuant to the provision of section 195 of the Town Law.

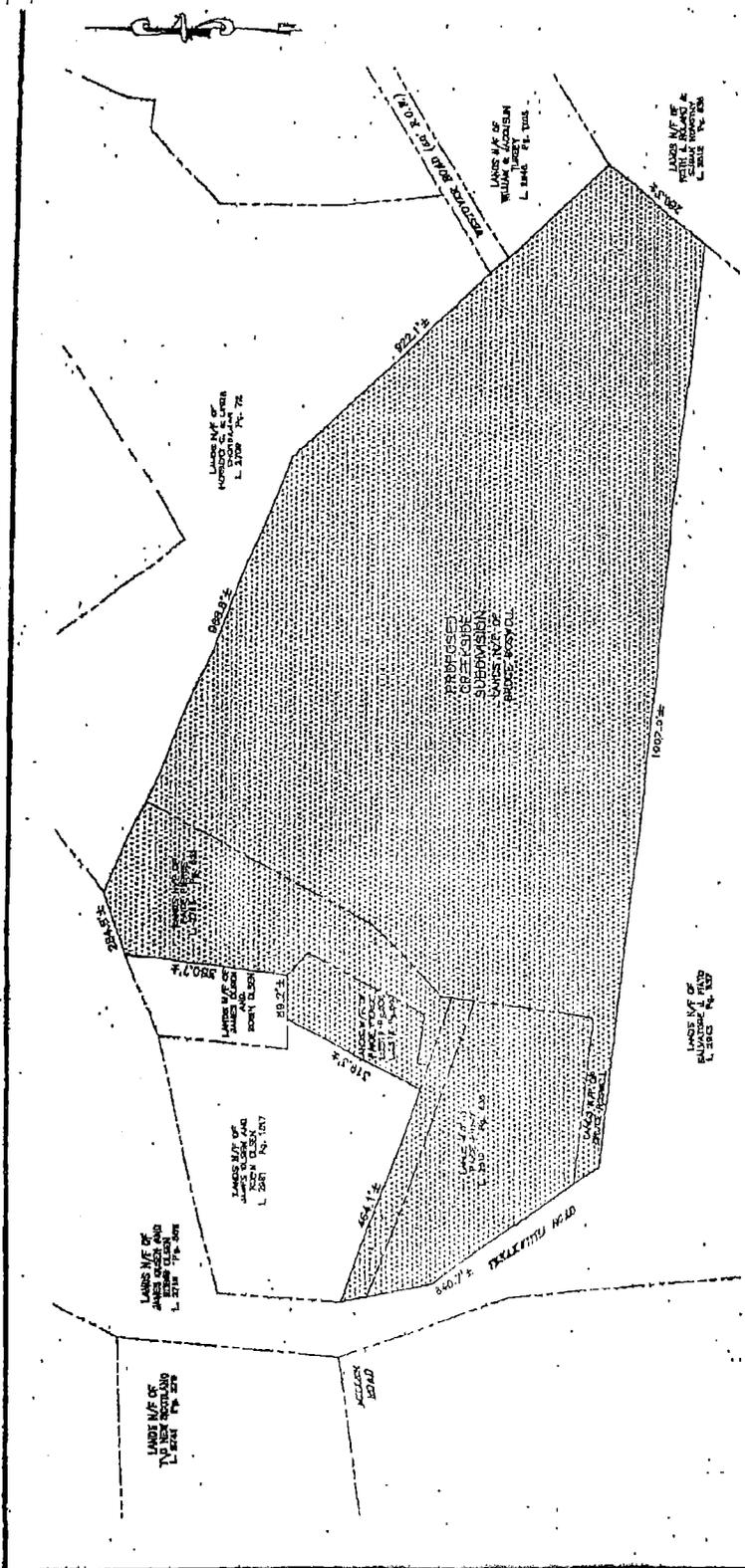
A motion by Member Dolin, seconded by Member LaGrange, to adopt **Resolution No. 234 of 2015**.

A roll call vote was taken on Resolution No. 2015-234 as follows:

Supervisor Dolin	Aye
Member Hennessy	Aye
Member LaGrange	Aye
Member Snyder	Aye
Member Greenberg	Aye

**BY ORDER OF THE TOWN BOARD
TOWN OF NEW SCOTLAND
DATED, OCTOBER 21, 2015
DIANE R. DESCHENES, TOWN CLERK**

SCHEDULE A



COUNTY OF ALBANY
 TOWN OF NEW SCOTLAND
PROPOSED CREEKSIDE SEWER DISTRICT
 CONCEPT PLAN
 STATE OF NEW YORK
 CHECKED BY: MICHAEL P. WINTERS
 DATE: 12/15/10
 SCALE: 1" = 200'
 SHEET 1 OF 1

Boswell Engineering
 ENGINEERS - SURVEYORS - PLANNERS - SCIENTISTS
 739 MADISON AVE., ALBANY, N.Y. 12208 518-436-6310



BOSWELL ENGINEERING

ENGINEERS * SURVEYORS * PLANNERS * SCIENTISTS

789 Madison Avenue • Albany, N.Y. 12208 • (518) 436-6310 • Fax (518) 439-0869

DESCRIPTION
HELDERVALE SEWER DISTRICT EXTENSION

Town of New Scotland

County of Albany
State of New York

Beginning at a point in the northeasterly boundary line of lands now or formerly of Fiato at its point of intersection with the division line between lands on the north now or formerly of Pierce and lands on the south of the herein described parcel thence running from said point of beginning in a general easterly direction along last mentioned division line (340.7) feet more or less to a point in the division line between lands on the west now or formerly of Pierce and lands on the east of the herein described parcel; thence the following three (3) courses are along the last mentioned division line:

1. Northerly (336.8) feet more or less to a point;
2. Northerly (214.8) feet more or less to a point; and
3. Northerly (553.8) feet more or less to a point in the division line between lands on the north now or formerly of Chorbajian and lands on the south of the herein described parcel; thence in a easterly direction along the last mentioned division line (767.1) feet more or less to a point in the division line between lands on the northeast now or formerly of Chorbajian and lands on the southwest of the herein described parcel; thence in a southeasterly direction along the last mentioned division line and also along land on the northeast of Westover Road and lands now or formerly of Tureby (922.1) feet more or less to a point in the division line between lands on the southeast now or formerly of Roland and Novotny and lands on the northwest of the herein described parcel; thence in a southwesterly direction along the last mentioned division line (280.3) feet more or less to a point in the division line between lands on the south now or formerly of Fiato and lands on the north of the herein described parcel; thence in a easterly direction along the last mentioned division line (1907.0) feet more or less to a point in the division line between lands on the southwest now or formerly of Fiato and lands on the northeast of the herein described parcel; thence in a northwesterly direction along the last mentioned division line (64.5) feet more or less to the point of beginning.

CERTIFICATION

STATE OF NEW YORK)
) ss:
COUNTY OF ALBANY)

I, the undersigned Clerk of the Town of New Scotland, Albany County, New York, do hereby **certify**:

That I have compared the foregoing copy of the **Order Establishing Sewer District Extension**, dated October 21, 2015, with the original thereof on file in my office, and that the same is a true and correct copy of said original and the whole of said original.

In witness whereof, I have hereunto set my hand and affixed the seal of said Town this 22nd day of October, 2015.


NEW SCOTLAND TOWN CLERK

EXHIBIT 3



COPY

At a Special Meeting of the Town of New Scotland, Albany County, New York, held at the Town Hall, in the Town of New Scotland, on the 21st day of October, 2015, at 6:25 o'clock P.M.

**IN THE MATTER OF THE ESTABLISHMENT OF THE
HELDERVALE WATER DISTRICT EXTENSION #9
in the Town of New Scotland, Albany County, New York**

**ORDER ESTABLISHING
WATER DISTRICT
EXTENSION**

WHEREAS, a Petition has been duly presented to the Town Board of the Town of New Scotland requesting a certain extension to the Heldervale Water District; and

WHEREAS, a map, plan and report relating to the establishment of Heldervale Water District Extension #9, prepared by Dominick F. Arico, PE of Boswell Engineering, a duly licensed civil engineer of the State of New York, in a manner and in such detail as has been determined by this Town Board to be adequate, has been duly filed with the Town Clerk, in accordance with the requirements of Article 12 of the Town Law; and

WHEREAS, an order was duly adopted by the Town Board on July 27, 2015, reciting the filing of said map, plan and report, the improvements proposed, the boundaries of the proposed district, the proposed method of financing, the fact that the map, plan and report describing the same were on file in the Town Clerk's Office for public inspection, and stating all other matters required by law to be stated, and specifying August 12, 2015 at 6:45 p.m. on said day as the time and date, at the New Scotland Town Hall as the place where this Town Board will meet and consider said map, plan and report, and to hear all persons interested in the subject thereof, concerning the same, and to take such action thereon as is required or authorized by law; and

WHEREAS, such order was duly published and posted as required by law; and

WHEREAS, a hearing on said matter was duly held by said Town Board on August 12, 2015, at 6:45 p.m. on said day, in the New Scotland Town Hall and the petitioners appearing in favor of the petition, and the Town Board having heard comment from all interested persons; and

WHEREAS, all construction and other costs for creation of the extension, estimated at \$340,212.00, will be paid by the landowner, Bruce Boswell, with no cost to the Town of New Scotland, it is hereby

Albany County Clerk
Document Number 11931333
Rcvd 10/27/2015 12:17:26 PM



RESOLVED AND DETERMINED:

- a. That the petition is signed and acknowledged or proved as required by law and is otherwise sufficient;
- b. That the notice of hearing was published and posted as required by law, and is otherwise sufficient;
- c. That all property and property owners within the proposed extension are benefitted thereby;
- d. That all property and property owners benefitted are included within the limits of the proposed extension;
- e. That it is in the public interest to establish said extension; and be it further

RESOLVED AND DETERMINED:

That the establishment of the proposed extension as set forth in said map, and report, be approved and such extension shall be known and designated as Heldervale Water District Extension #9 and shall be bounded and described as set forth in Schedule A attached hereto and made a part hereof; and be it further

RESOLVED AND DETERMINED:

That the Town Clerk be, and hereby is, authorized and directed to file a certified copy of this Resolution in the Office of the Clerk of the County of Albany, which is the County in which the said Town of New Scotland is located, within ten days after the adoption of this Resolution, pursuant to the provision of section 195 of the Town Law.

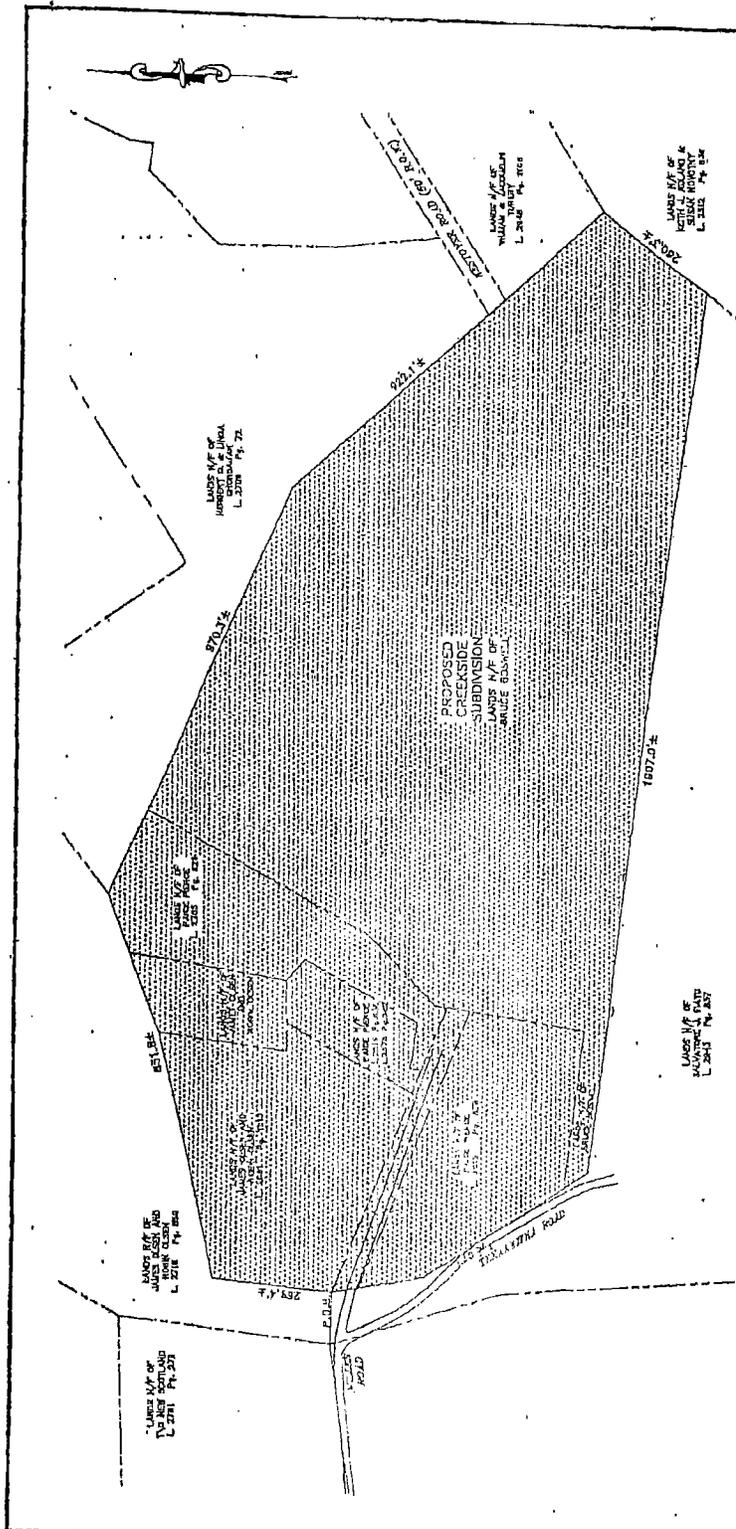
A motion by Member Dolin, seconded by Member LaGrange, to adopt **Resolution No. 233 of 2015.**

A roll call vote was taken on Resolution No. 2015-233 as follows:

Supervisor Dolin	Aye
Member Hennessy	Aye
Member LaGrange	Aye
Member Snyder	Aye
Member Greenberg	Aye

**BY ORDER OF THE TOWN BOARD
TOWN OF NEW SCOTLAND
DATED, OCTOBER 21, 2015
DIANE R. DESCHENES, TOWN CLERK**

SCHEDULE A



REVISION: ADJUST PROPOSED WATER DISTRICT BOUNDARY - CDS - 07-18-2015
 REVISION: ADJUST PROPOSED WATER DISTRICT BOUNDARY PER PLANNING BOARD COMMENTS - CDS - 04-03-2015

CONCEPT PLAN
**PROPOSED HELDEVALE
 WATER DISTRICT EXTENSION**
 TOWN OF NEW SCOTLAND
 COUNTY OF ALBANY
 STATE OF NEW YORK
 DRAWN BY: []
 CHECKED BY: []
 SCALE: 1" = 200'

MICHAEL P. WEIDELER, I.S.
 NEW YORK STATE LIC. NO. 44277

Boswell ENGINEERING
 ENGINEERS - SURVEYORS - PLANNERS - SCIENTISTS
 799 MADISON AVE., ALBANY, N.Y. 12208 518-438-6310

SHEET 1 OF 1



BOSWELL ENGINEERING

ENGINEERS * SURVEYORS * PLANNERS * SCIENTISTS

799 Madison Avenue • Albany, N.Y. 12208 • (518) 438-6310 • Fax (518) 438-0869

DESCRIPTION
HELDERVALB WATER DISTRICT EXTENSION

Town of New Scotland

County of Albany
State of New York

Beginning at a point in the division line between lands on the west now or formerly of Olsen and lands on the east of the herein described parcel said point of beginning also being the most northwesterly corner of lands now or formerly of Piecke; thence running from said point of beginning in a general northerly direction along first mentioned division line (269.4) feet more or less to a point in the division line between lands on the northwest now or formerly of Olsen and land on the southeast of the herein described parcel; thence in a northeasterly direction along the last mentioned division line (851.8) more or less feet to a point in the division line between lands on the north now or formerly of Chorbajian and lands on the south of the herein described parcel; thence in a easterly direction along the last mentioned division line (970.3) feet more or less to a point in the division line between lands on the northeast now or formerly of Chorbajian and lands on the southwest of the herein described parcel; thence in a southeasterly direction along the last mentioned division line and also along land on the northeast of Westover Road and lands now or formerly of Tureby (922.1) feet more or less to a point in the division line between lands on the southeast now or formerly of Roland and Novotny and lands on the northwest of the herein described parcel; thence in a southwesterly direction along the last mentioned division line (280.3) feet more or less to a point in the division line between lands on the south now or formerly of Fiato and lands on the north of the herein described parcel; thence in a easterly direction along the last mentioned division line (1907.0) feet more or less to a point in the division line between lands on the west now or formerly of Fiato and lands on the east of the herein described parcel; thence in a northerly direction along the last mentioned division line (640.7) feet more or less to the point of beginning.

CERTIFICATION

STATE OF NEW YORK)
) ss:
COUNTY OF ALBANY)

I, the undersigned Clerk of the Town of New Scotland, Albany County, New York, do hereby certify:

That I have compared the foregoing copy of the **Order Establishing Water District Extension**, dated October 21 2015, with the original thereof on file in my office, and that the same is a true and correct copy of said original and the whole of said original.

In witness whereof, I have hereunto set my hand and affixed the seal of said Town this 22nd day of October, 2015.


NEW SCOTLAND TOWN CLERK



Siena Fence Co. Inc.

PO Box 4893 Clifton Park, New York 12065 (518) 877-4362 fax: (518) 877-3316

PROPOSAL

SUBMITTED TO:

TOWN OF NEW SCOTLAND

ATTN: WAYNE LACHAPPELLE

WORK TO BE PERFORMED AT:

SAME

WATER TANK ENCLOSURE: FURNISH AND INSTALL 305 +/- LINEAL FT. OF NEW 8' HIGH, #9 GAUGE GALVANIZED, COMMERCIAL GRADE CHAIN LINK FENCE WITH THREE STRANDS OF BARBED WIRE. TERMINAL POSTS TO BE 3" SS-40, LINE POSTS TO BE 2 1/2" SS-40. FENCE TO HAVE A 1 5/8" TOP AND BRACE RAIL AND A BOTTOM TENSION WIRE. ALL POSTS TO BE INSTALLED IN CONCRETE FOOTINGS. INCLUDED IS (1) EACH 20' WIDE DOUBLE SWING GATE WITH HARDWARE. ALL MATERIALS TO HAVE A GALVANIZED FINISH.

TOTAL INSTALLED: \$ 8,680.00

PUMP HOUSE ENCLOSURE: FURNISH AND INSTALL 230 +/- LINEAL FT. OF NEW 8' HIGH, #9 GAUGE GALVANIZED, COMMERCIAL GRADE CHAIN LINK FENCE WITH THREE STRANDS OF BARBED WIRE. TERMINAL POSTS TO BE 3" SS-40, LINE POSTS TO BE 2 1/2" SS-40. FENCE TO HAVE A 1 5/8" TOP AND BRACE RAIL AND A BOTTOM TENSION WIRE. ALL POSTS TO BE INSTALLED IN CONCRETE FOOTINGS. INCLUDED IS (1) EACH 16' WIDE DOUBLE SWING GATE AND (1) EACH 4' WIDE SINGLE SWING GATE WITH HARDWARE. ALL MATERIALS TO HAVE A GALVANIZED FINISH.

TOTAL INSTALLED: \$ 7,550.00

WATER TANK ENCLOSURE: FURNISH AND INSTALL 2,300 +/- LINEAL FT. OF NEW 8' HIGH, #9 GAUGE GALVANIZED, COMMERCIAL GRADE CHAIN LINK FENCE WITH THREE STRANDS OF BARBED WIRE. TERMINAL POSTS TO BE 3" SS-40, LINE POSTS TO BE 2 1/2" SS-40. FENCE TO HAVE A 1 5/8" TOP AND BRACE RAIL AND A BOTTOM TENSION WIRE. ALL POSTS TO BE INSTALLED IN CONCRETE FOOTINGS. INCLUDED IS (1) EACH 20' WIDE DOUBLE SWING GATE AND (1) EACH 4' WIDE SINGLE SWING GATE WITH HARDWARE. ALL MATERIALS TO HAVE A GALVANIZED FINISH.

TOTAL INSTALLED: \$ 54,000.00

LEAD TIME: 2 - 3 WEEKS +/-

EXCLUDED: CLEARING OR GRADING, CORE DRILLING, SURVEY OR STAKEOUT OF FENCE LINES, LOCATION OF PRIVATE UNDERGROUND UTILITIES, REMOVALS, VINYL COATED MATERIALS, GROUNDING OF FENCE, LOCKS, TOP SOIL OR SEED.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written change order, and will become an extra charge over and above the estimate. Customer is responsible for the location of all private underground utilities, all necessary building permits, tax exempt certificates, location of property lines and clearing not included in the estimate. Proposal subject to terms & conditions.

Submitted By: _____

Christopher Litchfield

A TWO YEAR WORKMANSHIP WARRANTY IS INCLUDED IN ADDITION TO ANY MANUFACTURERS WARRANTY ON MATERIALS.

Date: _____

ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. SIENA FENCE CO., INC. IS AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENTS WILL BE MADE AS OUTLINED ABOVE.

Accepted By: _____ Date: _____

ATTACHMENT #3



AFSCO FENCE SUPPLY CO., INC.

185 Troy-Schenectady Rd.
PO Box 98
Latham, NY 12110-0098
(518) 783-0395; fax (518) 783-9333

34 Big Boom Rd.
Queensbury, NY 12804

(518) 792-7076; fax (518) 798-5836

October 27, 2016

We propose, subject to acceptance, to sell and/or install the materials enumerated below:
Title to materials remains with AFSCO Fence until paid in full.

Name: TOWN OF NEW SCOTLAND

Ship To: VARIOUS LOCATIONS
TOWN OF NEW SCOTLAND

ATTN: WAYNE LaCHAPPELLE

This contract is subject to terms, covenants, and conditions on part II of Proposal
PROPOSAL (Part I of II)

****PRICES GOOD FOR 15 DAYS FROM DATE OF QUOTE****

WATER TANK ENCLOSURE

Furnish and install 305 +/- lineal feet of new, 8' high, 9 gauge, aluminized, chain link fencing on galvanized, industrial grade (SS-40 weight), fencing framework. Included is one (1) each 20' wide double swing gate system with hardware (hinges, latch, and drop rod). Lock for gate by others. New fence will have a continuous top rail, bottom tension wire, three strands of overhead barb wire, and mid-braces (located at all terminal posts). AFSCO will excavate and set all posts in concrete footings.

TOTAL INSTALLED \$14,000.00

PUMP HOUSE ENCLOSURE

Furnish and install 230 +/- lineal feet of new, 8' high, 9 gauge, aluminized, chain link fencing on galvanized, industrial grade (SS-40 weight), fencing framework. Included is one (1) each 16' wide double swing gate system with hardware (hinges, latch, and drop rod). Lock for gate by others. New fence will have a continuous top rail, bottom tension wire, three strands of overhead barb wire, and mid-braces (located at all terminal posts). AFSCO will excavate and set all posts in concrete footings.

TOTAL INSTALLED \$9,850.00

WELL FIELD ENCLOSURE

Furnish and install 2,300 +/- lineal feet of new, 8' high, 9 gauge, aluminized, chain link fencing on galvanized, industrial grade (SS-40 weight), fencing framework. Included is one (1) each 20' wide double swing gate system with hardware (hinges, latch, and drop rod). Lock for gate by others. New fence will have a continuous top rail, bottom tension wire, three strands of overhead barb wire, and mid-braces (located at all terminal posts). AFSCO will excavate and set all posts in concrete footings.

TOTAL INSTALLED \$49,400.00

IF REQUIRED

- BUILDING PERMITS BY OTHERS.
- LINES TO BE CLEAR & STAKED BY OTHERS.
- PROPER TAX EXEMPT CERTIFICATE NEEDED WITH ORDER.
- ALL PRIVATE UNDERGROUND UTILITIES TO BE STAKED BY OWNER.

RECOMMENDED BY:

Owner/Operator

BRUCE A. SCHROEDER

ACCEPTED BY:

_____ this _____ day of _____ 20_____

Purchaser

ANVIL Fence & Access Systems

1626 Route 9
Clifton Park, N.Y. 12065
(518) 383-0500 Fax (518) 383-6301
E-mail: probbens@anvilaccess.com



February 5, 2016

From: Paul Robbens
To: Town of New Scotland
Att: Wayne LaChappelle

Phone #:

Email: wlachappelle@townofnewscotland.com

Re: Chain Link Fence – Water Tank / Pump House

We propose to perform the following work:

Water Tank Enclosure

Furnish and install approximately ⁷⁰⁰ LF 2" x 9Ga x 8'+1'H aluminized chain link fence with 1-5/8" OD SS40 top rail, bottom tension wire, truss braces, three strands of barb wire, 2-1/2" OD SS40 line posts, 3" OD SS40 terminal posts, and one (1) 10'W x 8'+1'H double swing gate.

*All posts to be set in concrete footings.

Price Installed: \$26,849.00 + tax

Pump House

Furnish and install approximately 500 LF 2" x 9Ga x 8'+1'H aluminized chain link fence with 1-5/8" OD SS40 top rail, bottom tension wire, truss braces, three strands of barb wire, 2-1/2" OD SS40 line posts, 3" OD SS40 terminal posts, and two (2) 10'W x 8'+1'H double swing gates.

*All posts to be set in concrete footings.

Price Installed: \$20,711.00 + tax

Excludes: Tax, Layout, Clearing, Grading, Grounding, Permits, Patching, Staining, Painting, Seeding, Locks, Rock Excavation, Signs, Conduits, Electric, Excavation Spoils, All Traffic Maintenance and Protection, Safety Training Requirements, Removal of Fence/Gates, Bonding Fees, Survey Requirements, Testing Agency Fees, Engineering Fees/Requirements, Core Drilling

Price is valid for 30 days.

We appreciate the opportunity to quote you on this project. Please call us for clarification or with any questions.

Thank you,

Paul Robbens
518-383-0500

Accepted: _____
P.O. #: _____
P.O. Amount: _____
Date: _____ doc.

The Fort Miller Group, Inc.:

Anvil Fence & Access Systems • Fort Miller FAB3 Corp.
Duke Concrete Products, Inc. • The Fort Miller Co., Inc.
The Fort Miller Service Corp. • Tymetal Corp.

November 1, 2016

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

Re: Clarksville Pedestrian Safety Improvements
Task Order for Engineering and Landscape Architecture Services

File: P710.738

Dear Supervisor LaGrange:

Barton & Loguidice, D.P.C. (B&L), is pleased to provide this proposal for Engineering and Landscape Architecture Services to assist the Town of New Scotland with the preparation of a scoping study for pedestrian improvements in the hamlet of Clarksville.

Project Understanding

The proposed study will evaluate the feasibility for implementation of pedestrian improvements along the Delaware Turnpike (SR 443) from Verda Street to Mill Street; a connecting loop along Tarrytown Road and Slingerlands Avenue; and a connecting loop along Olive Street and Verda Street.

Scope of Services

B&L will assist the Town with the following tasks:

1. Meet with Town representatives to review grant scope;
2. Prepare draft scoping report that summarizes the project purpose and need; alternatives to be considered; map of proposed improvements (preliminary); possible environmental affect; budgetary costs of implementation; schedule and suggested phasing;
3. Facilitation of a public information meeting in Clarksville;
4. Provide Town with a digital and four paper copies of completed documents.

Fee Proposal

Barton & Loguidice, D.P.C. proposes to provide the above-described Scope of Services in accordance with our Master Services Agreement for an estimated total fee of \$3,500.00 (Three Thousand Five Hundred Dollars). If additional work is required beyond this scope, we will prepare a supplemental proposal at that time. Work can commence upon receipt of authorization from the Town of New Scotland.



Douglas LaGrange, Supervisor
Town of New Scotland
November 1, 2016
Page 2



Following your review and concurrence with this proposal, we have provided for countersignature approval below. We trust you will find this proposal acceptable and look forward to working with you on the successful completion of this project. If you have any questions, please feel free to contact me or Ted Kolankowski.

Very truly yours,

BARTON & LOGUIDICE, D.P.C.

A handwritten signature in blue ink, appearing to read 'Richard A. Straut', is written over the company name.

Richard A. Straut
Principal

RAS/tms

Authorization

Barton & Loguidice, D.P.C., is hereby authorized by the Town of New Scotland to proceed with the services described herein, in accordance with the current Master Services Agreement between Barton & Loguidice, D.P.C and the Town of New Scotland and the terms herein.

Douglas LaGrange, Supervisor
Town of New Scotland

Date



OCT 24 2016

SUPERVISOR

October 18, 2016

Douglas LaGrange, Supervisor
Town of New Scotland, New York
Capital Project Fund of the Town of New Scotland
2029 New Scotland Road
Slingerlands, NY 12159

Dear Mr. LaGrange:

You have requested that we audit the governmental activities of the Town of New Scotland, New York, Krumkill Road Capital Project (the Project), as of December 31, 2015, and for the year then ended, and the related notes to the financial statements, which collectively comprise the Project's financial statements as listed in the table of contents.

In addition, we will audit the Project's compliance over major federal award programs for the year ended December 31, 2015. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objectives of our expressing an opinion on the financial statements and an opinion on compliance regarding the Project's major federal award programs.

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts, and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

ATTACHMENT #5



The Data Collection Form is required to be submitted within the earlier of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guide require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards* of the Comptroller General of the United States of America.

In making our risk assessments, we consider internal control relevant to the Project's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Project's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

We will issue a written report upon completion of our audit of the Project's financial statements. Our report will be addressed to the governing body of the Project. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of the Project's major federal award programs' compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the Project have complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Project's major programs. The purpose of those procedures will be to express an opinion on the Project's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the Project's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the Project's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

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

1. For the preparation and fair presentation of the financial statements in accordance with the modified accrual basis of accounting;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
3. For safeguarding assets;

4. For identifying all federal awards expended during the period including federal awards and funding increments received prior to December 26, 2014, and those received in accordance with the Uniform Guidance generally received after December 26, 2014;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance requirements;
6. For the design, implementation, and maintenance of internal control over compliance;
7. For identifying and ensuring that the Project comply with laws, regulations, grants, and contracts applicable to its activities and its federal award programs;
8. For following up and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
9. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
10. For submitting the reporting package and data collection form to the appropriate parties;
11. For making the auditor aware of any significant vendor relationships where the vendor is responsible for program compliance;
12. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the Project from whom we determine it necessary to obtain audit evidence.
13. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole; and
14. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

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

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

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

Fees and Other Matters

Pasquale M. Scisci, CPA is the engagement partner for the audit services specified in this letter. His responsibilities include supervising the services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees are based on the time required by the individuals assigned to the engagement, the complexity and value of the work to be performed, plus out-of-pocket expenses. Individual hourly rates vary according to the degree of responsibility involved and the skill required. We have estimated our fee for this engagement to be in the range of \$5,800 to \$6,800. We will submit billings monthly as time is expended and costs incurred. Interest of 1.5% per month will be charged on late payments over 45 days. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fee. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

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

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

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

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

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

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the Project's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

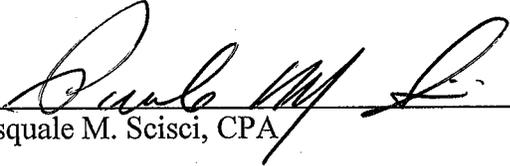
In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements compliance over major federal award programs including our respective responsibilities.

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

Very truly yours,

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

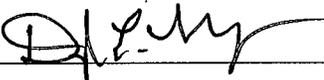


Pasquale M. Scisci, CPA

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of **Capital Project Fund of the Town of New Scotland** by:

Name: 

Title: Supervisor

Date: 10-24-2016

Number of bound copies of the financial statements needed: _____

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

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

System Review Report

September 19, 2014

To the Partners of Teal, Becker & Chiarmonte, CPA's, P.C.
and the Peer Review Committee of the
New York State Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Teal, Becker & Chiarmonte, CPA's P.C. (the firm) in effect for the year ended March 31, 2014. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Teal, Becker & Chiarmonte, CPA's, P.C. in effect for the year ended March 31, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Teal, Becker & Chiarmonte, CPA's, P.C. has received a peer review rating of *pass*.

Amato, Fox & Company, P.C.

Amato, Fox & Company, P.C.

36 Niagara Street
Tonawanda, New York 14150
Phone: 716.694.0336
Fax: 716.694.5081
email: info@amatofox.com



October 18, 2016

Douglas LaGrange, Supervisor
Town of New Scotland, New York
Schedule of State Transportation Assistance Expended
2029 New Scotland Road
Slingerlands, NY 12159

Dear Mr. LaGrange:

You have requested that we audit the Schedule of State Transportation Assistance Expended for the Consolidated Local Street and Highway Improvement Program (the Program) and the Town of New Scotland, New York's (the Town) compliance over the Program for the year ended December 31, 2015. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on the Schedule of State Transportation Assistance Expended and on compliance regarding the Program.

Audit of the Consolidated Local Street and Highway Improvement Program

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; and, in accordance with Draft Part 43 of the New York State Codification of Rules and Regulations (NYCRR). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statement is free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statement. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statement.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or government regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; and in accordance with Draft Part 43 of NYCRR.

ATTACHMENT #5a

In making our risk assessments, we consider internal control relevant to the Town's preparation and fair presentation of the financial statement in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statement that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the financial statement of the Local Street and Highway Improvement Program. Our report will be addressed to the governing body of the Town. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph, or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Program Compliance

Our audit of the Program's compliance will be conducted in accordance with the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; and in accordance with Draft Part 43 of NYCRR and will include tests of accounting records and other procedures we consider necessary to enable us to express such an opinion on the Program's compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

We are required to plan and perform the audit to obtain reasonable assurance about whether the Town has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to the Program. Our procedures will consist of performing the applicable procedures for the types of compliance requirements that could have a direct and material effect on the Program. The purpose of those procedures will be to express an opinion on the Town's compliance with requirements applicable to the Program in our report on compliance.

We will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to the Program. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the Program, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

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

1. For the preparation and fair presentation of the financial statements of the Program, including the schedule of state transportation assistance expended for the Program and notes that describe the significant accounting policies used in preparing the schedule;
2. For safeguarding program assets;
3. For identifying all awards expended during the period;
4. For the design, implementation, and maintenance of internal control over compliance;
5. For identifying and ensuring that the Town complies with laws, regulations, grants, and contracts applicable to its award program;
6. For following up and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
7. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
8. For submitting the reporting package to the appropriate parties;
9. For making the auditor aware of any significant vendor relationships where the vendor is responsible for program compliance;
10. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statement of the schedule of state transportation assistance expended, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the Town from whom we determine it necessary to obtain audit evidence.
11. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter; and
12. For maintaining adequate records and safeguarding assets.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

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

Fees and Other Matters

Pasquale M. Scisci, CPA is the engagement partner for the audit services specified in this letter. His responsibilities include supervising the Firm's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees are based on the time required by the individuals assigned to the engagement, the complexity and value of the work to be performed, plus out-of-pocket expenses. Individual hourly rates vary according to the degree of responsibility involved and the skill required. We have estimated our fee for this engagement to be in the range of \$4,500 to \$5,800. We will submit billings monthly as time is expended and costs incurred. Interest of 1.5% per month will be charged on late payments over 45 days. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fee. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

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

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

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

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

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

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the Town's significant accounting practices related to the program;
- Significant difficulties, if any, encountered during the audit;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the Program;
- Material noncompliance that was brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

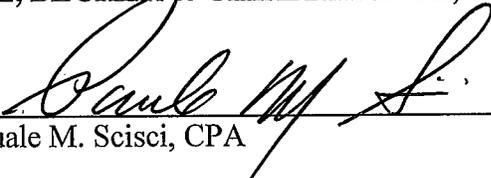
In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the Schedule of State Transportation Assistance Expended including our respective responsibilities.

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

Very truly yours,

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



Pasquale M. Scisci, CPA

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of **Town of New Scotland, New York Schedule of State Transportation Assistance Expended** by:

Name:  _____

Title: Supervisor _____

Date: 10-24-2016 _____

Number of bound copies of the financial statements needed: _____

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

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

System Review Report

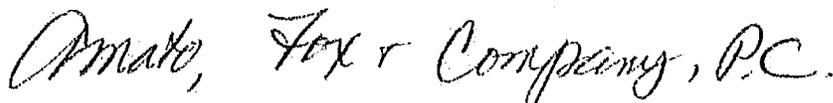
September 19, 2014

To the Partners of Teal, Becker & Chiarmonte, CPA's, P.C.
and the Peer Review Committee of the
New York State Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Teal, Becker & Chiarmonte, CPA's P.C. (the firm) in effect for the year ended March 31, 2014. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Teal, Becker & Chiarmonte, CPA's, P.C. in effect for the year ended March 31, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Teal, Becker & Chiarmonte, CPA's, P.C. has received a peer review rating of *pass*.

A handwritten signature in cursive script that reads "Amato, Fox & Company, P.C.".

Amato, Fox & Company, P.C.

36 Niagara Street
Tonawanda, New York 14150
Phone: 716.694.0336
Fax: 716.694.5081
email: info@amatofox.com



Callanan Industries, Inc.

Materials Price Quote

P.O. Box 15097
 1245 Kings Road
 Albany, NY 12212-5097
 Phone (518) 374-2222
 Fax (518) 381-6775
www.callanan.com

Callanan Industries, Inc. is pleased to quote the following prices on the below referenced project:

Customer Acct No.	118000	Date:	10/25/2016
Submitted To:	Town Of New Scotland	Quote Number:	Q223953-2
Contact Name:	Wayne LaChappelle	Project Address:	Hilton Rd. New Scotland, NY
Address:	2869 New Scotland Road Voorheesville, NY 12186	Quoted Date	10/25/2016
Contact Phone:	(518)-439-0938	Valid Thru Date	1/23/2017
Contact Email:	wlachappelle@townofnewscotland	Tax Exempt	Yes
Contact Fax:	.com	Customer PO	

Project Name: Historic Hilton Barn

Sales Rep: James Elacqua (518)-225-2539 James.Elacqua@callanan.com

Location	Item Description	Approx. Tons (US Tons)	FOB Price/Ton	Delivered Price to Stockpile
Stone - South Bethlehem	1BD-SCREENINGS DRY	1,200	\$1.00	\$5.50

Terms and Conditions

Trucking is available at \$87.50/hour Tri-Axles and \$115.00/hour Flow Boy Trailers. Delivery charge for Medium & Heavy Stone Fill is \$110.00/hour portal to portal.

Above pricing is for normal daytime plant and delivery hours only, Monday through Friday. Additional charges will be assessed for night or weekend supply. Above Stone pricing is based on delivery with Dump trailers to a stock pile only.

Acceptance of order by Callanan Industries Inc. subject to terms and credit approvals.

New York State Sales Tax, if applicable, required by law to be paid by the purchaser. If you have any questions, please contact me at (518)-225-2539.

Special Notes:

To place an order or schedule delivery for Asphalt or Stone call 1-800-446-8649

Customer Signature _____

Salesperson Signature _____
 James Elacqua

THIS QUOTE IS GOOD FOR 30 DAYS. Please respond ASAP.
 To confirm your acceptance of these prices as quoted, please return a signed copy to our office. Orders placed for the above referenced project will constitute acceptance of the proposal.

ATTACHMENT #6

Penflex, Inc. 1/1/2017-12/31/2017 Service Fee Agreement

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

Standard Services Fee Schedule

Base Fee: \$2,325, \$75 change from 2015

Per-Participant Fee: \$16, \$1 change from 2015

Payment certification and trustee directive letters: \$75 per letter, \$0 change from 2015

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

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

Optional Services Fee Schedule

PLEASE CHECK ONE BOX:

COMPLETE the 'LOSAP Audit Package' for a fee of \$345.

Auditing Firm: _____

Contact Name: _____

Email Address: _____

Please note: the LOSAP Audit Package does not satisfy the LOSAP audit requirement, but it assists the accounting firm performing the audit.

DO NOT COMPLETE the 'LOSAP Audit Package' and bill us for the cost of Penflex services for preparing and communicating information we direct you to prepare and forward to the accounting firm which will audit our Service Award Program.

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

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

Supervisor
Town of New Scotland

Edward J. Holohan
Edward J. Holohan, ASA
President, Penflex, Inc.

ATTACHMENT #7

Penflex, Inc. 1/1/2017-12/31/2017 Service Fee Agreement

**TOWN OF NEW SCOTLAND
ONESQUETHAW FIRE PROTECTION DISTRICT
SERVICE AWARD PROGRAM**

Standard Services Fee Schedule

Base Fee: \$2,325, \$75 change from 2015

Per-Participant Fee: \$16, \$1 change from 2015

Payment certification and trustee directive letters: \$75 per letter, \$0 change from 2015

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

Total Estimated Standard and Distribution Services Fees: \$4,100

Optional Services Fee Schedule

PLEASE CHECK ONE BOX:

COMPLETE the 'LOSAP Audit Package' for a fee of \$345.

Auditing Firm: _____

Contact Name: _____

Email Address: _____

Please note: the LOSAP Audit Package does not satisfy the LOSAP audit requirement, but it assists the accounting firm performing the audit.

DO NOT COMPLETE the 'LOSAP Audit Package' and bill us for the cost of Penflex services for preparing and communicating information we direct you to prepare and forward to the accounting firm which will audit our Service Award Program.

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

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

Supervisor
Town of New Scotland

Edward J. Holohan
Edward J. Holohan, ASA
President, Penflex, Inc.

Amendment to Employee Policy Manual Section 702, Group I and Group II

Group I

Employees employed by the Town of New Scotland prior to January 1, 2004 without a break in service. A break in service is any separation of service other than an approved leave of absence.

Full-time eligible participants who select individual coverage have no employee contribution toward the premium.

Full-time eligible participants, ~~and employees designated by the Town Board who work twenty (20) hours per week or more who select family or two person~~ **Employee+Spouse, Employee+Children, or Employee+Spouse+Children** coverage, contribute twenty percent (20%) of the total monthly premium for the plan in which they enroll.

Elected Officials who work **more than 20 hours per week but less than 35 hours** ~~less than full-time~~ contribute fifty percent (50%) of the total monthly premium for the plan in which they enroll for ~~individual, two person or family coverage~~ **all levels of coverage**.

Group II

Employees employed by the Town of New Scotland on or after January 1, 2004

Full-time eligible participants who select individual coverage contribute ten percent (10%) of the total monthly premium for the plan in which they enroll.

Full-time eligible participants who select ~~two person or family~~ **Employee+Spouse, Employee+Children, or Employee+Spouse+Children** coverage contribute thirty percent (30%) of the total monthly premium for the plan in which they enroll.

Elected Officials ~~who work less than full-time~~ and employees designated by the Town Board who work twenty (20) hours per week or more and less than thirty-five (35) hours per week, who are eligible participants, contribute fifty percent (50%) of the total monthly premium for the plan in which they enroll for ~~individual, two person or family~~ **all levels of coverage**.

- ❖ Strikethrough language has been removed
- ❖ Highlighted language has been added

Account Description	Fee Description	Account#	Qty	Local Share
A0688 Community Center Key	A0688 Community Center Key	A0688	3	45.00
			Sub-Total:	\$45.00
A1255 Clerk's Fees	A1255 Copies	A1255	1	12.00
			Sub-Total:	\$12.00
A1550 Dog Redemption	A1550 Dog Redemption	A1550	1	10.00
			Sub-Total:	\$10.00
A2130 Transfer Station	A2130 Transfer Station	A2130	5	1,662.00
			Sub-Total:	\$1,662.00
A2610 Justice Court Fees	A2610 Justice Court Fees	A2610	2	12,616.00
			Sub-Total:	\$12,616.00
A2650 Scrap Metal	A2650 Scrap Metal	A2650	1	486.45
			Sub-Total:	\$486.45
A2705 Senior Van Rides	A2705 Senior Van Rides	A2705	17	1,014.85
			Sub-Total:	\$1,014.85
A2709 Retiree Ins. H Reilly	A2709 Retiree Ins. H Reilly	A2709	2	215.84
			Sub-Total:	\$215.84
A2770 Return Check Fee	A2770 Return Check Fee	A2770	1	20.00
			Sub-Total:	\$20.00
B1170 Time Warner Franchises	B1170 Time Warner Franchises	B1170	1	9,135.94
			Sub-Total:	\$9,135.94
B1560 Safety Inspection Fees	B1560 Building Permits	B1560	9	837.00
			Sub-Total:	\$837.00
B1601 Public Health Fees	B1601 Death Certificate Copies	B1601	4	230.00
			Sub-Total:	\$230.00
B2709 Retiree Ins. Cantlin	B2709 Retiree Ins. Cantlin	B2709	1	107.92
			Sub-Total:	\$107.92
CC Usage 2016	A2590 CC Usage 2016	A2590	2	50.00
			Sub-Total:	\$50.00
Clerk Fees	A1255 Marriage Transcript	A1255	1	10.00
			Sub-Total:	\$10.00
Conservation	Conservation	A1255	13	36.92
			Sub-Total:	\$36.92
DB2590 911 Fee	DB2590 911 Fee	DB2590	1	150.00
			Sub-Total:	\$150.00
DB2590 911 Application Fee	DB2590 911 Application Fee	DB2590	2	50.00
			Sub-Total:	\$50.00
DB2709 G. Klopher	DB2709 G. Klopher	DB2709	1	41.82
			Sub-Total:	\$41.82

ATTACHMENT #9

Account Description	Fee Description	Account#	Qty	Local Share
DB2709 Retiree Ins. D Kawczak	DB2709 Retiree Ins. D Kawczak	DB2709	1	326.25
Sub-Total:				\$326.25
DB2709 Retiree Ins. M Kawczak	DB2709 Retiree Ins. M Kawczak	DB2709	1	326.24
Sub-Total:				\$326.24
DB2801 Animal Fuel Reimb.	DB2801 Animal Fuel Reimb.	DB2801	1	401.27
Sub-Total:				\$401.27
DB2801 Senior Veh Fuel Reimb.	DB2801 Senior Veh Fuel Reimb.	DB2801	1	185.40
Sub-Total:				\$185.40
Dog Licensing	Female, Spayed	A2544	28	126.00
Dog Licensing	Male, Neutered	A2544	20	90.00
Dog Licensing	Male, Unneutered	A2544	3	37.50
Sub-Total:				\$253.50
HNS8397.4 New Salem Meters	HNS8397.4 New Salem Meters	HNS8397.4	2	360.00
Sub-Total:				\$360.00
Kavanaugh, S.	A2709 Kavanaugh, S. Health/Dental	A2709	2	1,062.32
Sub-Total:				\$1,062.32
Marriage Lic.	MARRIAGE LICENSE FEE	A1255	3	52.50
Sub-Total:				\$52.50
Other Revenue	Transfer Station Permit	A2130	6	60.00
Sub-Total:				\$60.00
SS0360 Usage	SS0360 Usage	SS0360	4	1,740.67
Sub-Total:				\$1,740.67
TA018 Payroll NYSERS	TA018 Payroll NYSERS	TA018	1	94.00
Sub-Total:				\$94.00
TB0625 Engineering Trust	TB0625 Engineering Trust	TB0625	2	2,900.00
Sub-Total:				\$2,900.00
V'ville Amb Fuel	DB2801 V'ville Amb Fuel	DB2801	1	35.93
Sub-Total:				\$35.93
WC0350 Water Usage	WC0350 Water Usage	WC0350	7	3,742.63
Sub-Total:				\$3,742.63
WCC 0350 Estates Water Usage	WCC 0350 Estates Water Usage	WCC 0350	3	2,074.31
Sub-Total:				\$2,074.31
WF Water Usage	WF0350 Water Usage	WF0350	9	5,985.10
Sub-Total:				\$5,985.10
WG0350 Water Usage	WG0350 Water Usage	WG0350	1	22.04
Sub-Total:				\$22.04
WH0350 Water Usage	WH0350 Water Usage	WH0350	2	2,387.02
Sub-Total:				\$2,387.02

Account Description	Fee Description	Account#	Qty	Local Share
WN0350 Water Usage	WN0350 Water Usage	WN0350	5	984.41
			Sub-Total:	\$984.41
WNS Water Usage	WNS Water District Usage	WNS0350	3	1,589.87
			Sub-Total:	\$1,589.87
WS Water Usage	WS0350 Water Usage	WS0350	4	2,411.39
			Sub-Total:	\$2,411.39

Total Local Shares Remitted: \$53,726.59

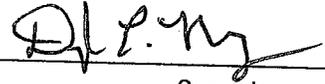
Amount paid to: NYS Ag. & Markets for spay/neuter program 57.00
 Amount paid to: NYS Environmental Conservation 632.08
 Amount paid to: State Health Dept. For Marriage Licenses 67.50

Total State, County & Local Revenues: \$54,483.17

Total Non-Local Revenues: \$756.58

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

11-1-2016
 Date


 Town Clerk

11/1/16
 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 October 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
10/4	Riely + Son F.W.	5 death certificates	\$50.00
10/4	Lawson, Nancy	5 death certificates	\$50.00
10/12	Riely + Son F.W.	11 death certificates	\$110.00
10/12	Strom, Kenneth	2 death certificates	\$20.00
TOTAL			\$230.00

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 November 2016

Patricia Barber

RECEIPT OF SUPERVISOR

Total amount Fees Remitted to the Supervisor

\$ 230.00

RECEIVED PAYMENT

Dated 10-1-2016

[Signature] Supervisor

ATTACHMENT #9a

TOWN OF NEW SCOTLAND

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

MARGARET ADKINS
TOWN JUSTICE



RECEIVED

September 9, 2016

OCT 17 2016

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

SUPERVISOR

Dear Town Board Members:

Per your request, the summary of started, closed cases and money collected for the month of August 2016 shows below:

Started Cases: 52
Closed Cases: 58

Money Collected: \$5055.15

Sincerely,

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

Margaret Adkins
Town Justice

ATTACHMENT #9b

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



RECEIVED

OCT 14 2016

SUPERVISOR

October 12, 2016

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

Dear Members of the Town Board:

Per your request, the following is a summary of the cases that I handled for the month of September 2016:

Started Cases – 64
Closed Cases - 68

Money collected - \$ 6,029.00

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

Sincerely,

David J. Wukitsch
Town Justice

ATTACHMENT #9C



TOWN OF NEW SCOTLAND

Diane R. Deschenes, RMC
Town Clerk / Tax Collector
d-deschenes@townofnewscotland.com

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

www.townofnewscotland.com

November 9, 2016

Pay the Bills		
Abstract #	Vouchers	Amount
	20161266-20161359	\$217,279.55
Prepays or three signatures		
Abstract#	Vouchers	Amount
1351	20161246	\$360.00
1352	20161247	\$333.77
1353	20161248	\$22.82
1354	20161249	\$120.80
1355	20161250	\$123.75
1356	20161251-20161252	\$2,089.92
1357	20161253	\$169.57
1358	20161254-20161258	\$10,001.00
1359	20161259-20161262	\$724.81

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 #10

TOWN OF NEW SCOTLAND
November 9, 2016
2016 BUDGET MODIFICATIONS

Whereas, there is a need to provide additional funding for amounts made or to be made in excess of the appropriation provided in the adopted budget, the Town Board resolves to provide funding as follows:

FROM	CODE	TO	CODE	AMOUNT
Fund Balance	DB0909	Workers' Comp.	DB9040.8	\$670.00
To appropriate money from fund balance to Workers' Comp. after insurance adjustment.				
Contingency	A1990.4	Justice/Contr.	A1110.4	\$1,126.13
To appropriate money from fund balance to Justice/Contr. for amount over budget.				
Contingency	A1990.4	Central Serv./Contr.	A1610.4	\$861.66
To appropriate money from Contingency to Central Services/Contr. for amount over budget including payroll service.				
Contingency	A1990.4	Hwy Superint./Contr.	A5010.4	\$65.33
To appropriate money from Contingency to Highway Super./Contr. for amount over budget.				
Contingency	A1990.4	Interfund Loan Int.	A9795.7	\$.75
To appropriate money from Contingency to Interfund Loan Interest for amount over budget.				
Fund Balance	SS0909	Health Ins.	SS9060.8	\$100.00
To appropriate money from Fund Balance to Health Ins. for amount over budget plus estimate through year end.				
Fund Balance	WH0909	Health Ins.	WH9060.8	\$100.00
To appropriate money from Fund Balance to Health Ins. for amount over budget plus estimate through year end.				
Fund Balance	WN0909	Trans./Contr.	WN8340.4	\$1,243.04
To appropriate money from Fund Balance to Transmission/Distribution/Contractual for amount over budget – mainly due to repair earlier in 2016.				

The Town Board hereby resolves, pursuant to authority in Town Law, section 112, to amend the Town's 2016 budget as stated above.