I. Pledge of Allegiance

II. Swearing In Ceremony
   1. SWARING IN CEREMONY WEDNESDAY, JANUARY 13 BETHLEHEM TOWN HALL
      John Clarkson, Supervisor
      Julie Sasso, Deputy Supervisor
      Joyce Becker, Councilwoman
      David VanLuven, Councilman
      Doris Davis, Councilwoman
      Brent Meredith, Superintendent of Highways
      Nanci Moquin, Town Clerk
      Alicia Roney, Receiver of Taxes

III. Recognition
   1. Recognition of Bethlehem Pop Warner Junior Pee Wee Cheer and Dance Team National Champions

IV. Public Comments on Agenda Items

V. Minutes Approval
   A. Town Board - Regular Meeting - Dec 9, 2015 6:00 PM

VI. Organizational Meeting Items
   1. Appointment of Doris Davis as a member of the Town Board to fill the seat vacated by William Reinhardt for the 2016 calendar year, as provided for in Town Law
   2. Acknowledge that in accordance with Town Law Section 42, that Supervisor Clarkson has appointed Councilwoman Julie Sasso to the unpaid position of Deputy Supervisor
   3. Acknowledge and set the salaries of the elected officials: Supervisor $113,433; Councilperson $14,967; Town Clerk $74,015; Receiver of Taxes $53,442; Superintendent of Highways $99,957; Town Justice (each) $49,468
Meeting of Wednesday, January 13, 2016

4. Acknowledge that no formal action needs to be taken at the organizational meeting to further approve salaries for employees. In accordance with the established policies within the employee handbook, and as per the terms of any applicable bargaining unit agreements, the salaries for 2016 have been provided for within the 2016 budget. The Town Board has approved 2016 salaries by its action to approve the final budget on November 10, 2015.


6. Reappointment of John Smolinsky as a member of the Planning Board with a five (5) year term ending December 31, 2020.

7. Reappointment of John Smolinsky as Chairman of the Planning Board for a one (1) year term ending December 31, 2016, with a salary of $14,789.

8. Appointment of David Devaprasad as a member of the Zoning Board of Appeals with a five (5) year term ending December 31, 2020.

9. Reappointment of Daniel Coffey to the position of Chairman of the Zoning Board of Appeals with a one (1) year term ending December 31, 2016 with a salary of $7,154.

10. Set the salary of Planning Board and Zoning Board of Appeals members for 2016 at $5,584 annually.

11. Appointment of Harvey Lipsky as a member of the Board of Assessment Review with a five year term ending September 30, 2020.

12. Reappointment of Terrance Hannigan to the Board of Ambulance and EMS Commissioners for a three (3) year term ending December 31, 2018.


15. Appointment of James T. Potter, Esq to the position of Town Attorney with a yearly salary of $65,000 for a term expiring December 31, 2017.

16. The Town Board approves appointment of the following Counsel to serve at the pleasure of the Town Board, in the following capacities but subject to the direction of the Town Attorney who may assign them to any additional subject matter of capacity, as and where needed: Planning Board/ Zoning Board of Appeals Attorney - Michael Moore, Esq at a salary of $31,836; Town Court Attorney - Thomas J. Higgs, Esq at a salary of $16,947; Town Court Attorney - Thomas Newman, Esq at a salary of $16,947.

17. In accordance with Public Health Law, Section 4123, the Town Board appoints Nanci Moquin as Registrar of Vital Statistics for the period January 1, 2016 through December 31, 2017.

18. The Town Board acknowledges receipt of communication from the Town Clerk/Registrar Nanci Moquin, regarding the appointment of Colleen Hummel as Deputy Town Clerk and Deputy Registrar of Vital Statistics.

19. Appointment of Susan Leath to the position of Town Historian with an annual stipend of $5,000.
20. Appointment of John E. Brennan as Director of Bethlehem Emergency Management Office with a stipend of $5,000

21. Appointment of Richard Webster as Deputy Director of the Bethlehem Emergency Management Office with an annual stipend of $2,000

22. Approve the appointment of the following Municipal Marriage Officers for 2016: John Capron, John Clarkson, John H. Cunningham, Barbara Hodom, Sam Messina

23. Appointment of School Crossing Officers for 2016, as attached

24. Authorize the approval of part time employees, as attached

25. Appointment of the Representatives of the 2016 Fire Training Center Committee, as attached

26. The Town Board appoints the attached list of individuals (Fire Marshall and Fire Inspectors) in accordance with provision of Section 303 of the Multiple Residence Law

27. Appointment of the firm Cusack & Company CPA’s to conduct the annual audit for the year ended December 31, 2016

28. Appointment of the firm Toski & Co., CPAs, P.C. to conduct an audit for the deferred Compensation Plan for the year ending December 31, 2016

29. Appointment of the firm Fiscal Advisors & Marketing, Inc to provide financial advisory services for 2016

30. Appoint the following companies as designated appraisers for tax certerioris for 2016: Hafner Valuation DiMurra and Associates (formerly Alvey and DiMurra); Empire State Appraisal Consultants; Holden and Associates; Bruce Bauer Appraisals; Industrial & Utility Valuation Consultants, Inc. And GAR Associates Inc.

31. Approve payment of $1,650 membership dues for the Association of Towns for the year 2016

32. The Town Board designates Supervisor John Clarkson as designee to the 2016 Annual Meeting of the Association of Towns


34. Set official Town Hall hours for regular business at 8:30am to 4:30pm

35. Designate the Spotlight as the Official Newspaper of the Town and designate the Times Union and the Ravena News Herald as alternate newspapers for the publication of notices, resolutions and Local Laws

36. Designate the attached Holidays for Town of Bethlehem employees for 2016

37. Establish petty cash funds in accordance with Town Law Section 64, Subdivision 1 (a), as attached

38. Approve the Federal IRS standard mileage rate in effect at the time personnel use their automobiles
39. Adopt Resolution authorizing the use of facsimile signature for checks drawn on accounts at Key Bank, N.A.

40. Approve a 2016 police fee of $10.00 for Accident Reports Available Online

41. Approval of the renewal of the Investment Policy for 2016, as attached

42. Designate the attached list of banks as depositories in which all Town Officers shall deposit all money coming into their hands by virtue of their offices

43. Adopt Town of Bethlehem Purchasing Procedures and Guidelines per GML 103,104 as amended and attached

44. Approval of the 2016 IDA Service Agreement and authorization for the Supervisor to sign the agreement

45. Approval of attached permitting fee schedule for Town road races, as required by Town Resolution 2014-40

46. Approval of 25 cents per page to be charged for all Freedom of Information requests that are copied on Town copiers

47. Approval of $20 fee for dishonored checks, as authorized by Section 85 of General Municipal Law (Section 5-328 of the General Obligations Law sets the maximum fee at $20.00)

48. Authorize the Supervisor to execute the attached DPW leases

49. Authorize Public Works Department salaries according to the approved grade/step schedule for 2016, as attached

50. Approve the 2015 Department of Public Works Fee Schedule, as attached

51. Authorize the Town Superintendent of Highways to make highway purchases in an amount not to exceed $10,000 without prior approval of the Town Board as per Highway Law

52. Authorize Highway Department salaries according to the approved grade/step schedule for 2016, as attached

53. Authorize the Supervisor to execute an Agreement with the Town's insurance carrier to have a Public Officials Liability, as well as, a Fidelity Bond in effect for the year 2016

54. Authorize the Supervisor to execute contracts for Insurance Renewals for the year 2015, as attached

VII. New Business

VIII. Adjournment
1. Executive Session

A motion to go into executive session to discuss Human Resource Committee Recommendations was offered by Councilwoman Dawson, seconded by Councilwoman Sasso and approved by all Board members present.

Motion to accept the recommendations in the December 9, 2015 Summary and Recommendations memorandum from Mary Tremblay-Glassman and the Human Resource Committee as listed:

- Senior Services Department Program Assistant (Grade 9) will be reclassified as a Senior Citizen’s Coordinator (Grade 14); Liz Mosier is the incumbent in this position and will receive a provisional promotion; she will have to take an exam.

- Department of Public Works: Dave Harwood will be promoted from his current title SCADA Specialist (Grade 14) to the title of SCADA Coordinator; with approval of an approved Job Spec from Albany County Civil Service we will return to the board for a promotion request. A new title For GIS Specialist (Grade 20) will be GIS Coordinator (Grade 21); incumbent is Keith Menia.

- Town Clerk’s Office: Deputy Town Clerk will be reclassified from a Grade 11 to Grade 12.

- Police Department: Responsibilities of Animal Control Officer were reviewed and a grade change from 10 to grade 12 is made. Dick Watt is the incumbent.

- Town Comptroller, Michael Cohen, to receive a step six, according to Town Policy, as recommended by the Supervisor.
Meeting of Wednesday, December 9, 2015

Motion, Councilwoman Sasso ; Second, Councilwoman Dawson

Ayes: Supervisor Clarkson, Councilwoman Dawson, Councilman Reinhardt, Councilwoman Sasso

Noes: none

Absent: Councilman Kuhn

II. Pledge of Allegiance

I. Call to Order

A Regular Meeting of the Town Board of the Town of Bethlehem was held on the above date at the Town Hall Auditorium, 445 Delaware Avenue, Delmar, NY. The Meeting was called to order at 6:00 PM.

<table>
<thead>
<tr>
<th>Attendee Name</th>
<th>Title</th>
<th>Status</th>
<th>Arrived</th>
</tr>
</thead>
<tbody>
<tr>
<td>John Clarkson</td>
<td>Town Supervisor</td>
<td>Present</td>
<td></td>
</tr>
<tr>
<td>Joann Dawson</td>
<td>Board Member</td>
<td>Present</td>
<td></td>
</tr>
<tr>
<td>Jeffrey Kuhn</td>
<td>Board Member</td>
<td>Absent</td>
<td></td>
</tr>
<tr>
<td>William Reinhardt</td>
<td>Board Member</td>
<td>Present</td>
<td></td>
</tr>
<tr>
<td>Julie Sasso</td>
<td>Town Board Member</td>
<td>Present</td>
<td></td>
</tr>
<tr>
<td>James Potter</td>
<td>Town Board Counsel</td>
<td>Present</td>
<td></td>
</tr>
<tr>
<td>Nanci Moquin</td>
<td>Town Clerk</td>
<td>Present</td>
<td></td>
</tr>
</tbody>
</table>

III. Announcements

The organizational meeting will be on January 13, 2016.

Brent Meredith, Highway Superintendent, said the leave collection formally ends this week. People should bag any leaves they may still have.

IV. Public Comments

Jim Foster commented on the appointment of the interim Town Board member.

V. Minutes Approval

1. Tuesday, November 24, 2015
VI. Line Items

- **REQUEST FROM THE CHIEF OF POLICE FOR THE BOARD TO APPOINT MICHAEL WALSH TO THE POSITION OF POLICE OFFICER EFFECTIVE JANUARY 3, 2016**

A motion to appoint Michael Walsh to the position of Police Officer effective January 3, 2016 was offered and approved as follows:

RESULT: APPROVE [UNANIMOUS]
MOVER: Joann Dawson, Board Member
SECONDER: Julie Sasso, Town Board Member
AYES: John Clarkson, Joann Dawson, William Reinhardt, Julie Sasso
ABSENT: Jeffrey Kuhn

- **REQUEST FROM THE CHIEF OF POLICE FOR THE BOARD TO APPOINT KRISTEN SPINNATO TO THE POSITION OF POLICE OFFICER EFFECTIVE JANUARY 3, 2016**

A motion to appoint Kristen Spinnato to the position of Police Officer effective January 3, 2015 was offered and approved as follows:

RESULT: APPROVE [UNANIMOUS]
MOVER: William Reinhardt, Board Member
SECONDER: Joann Dawson, Board Member
AYES: John Clarkson, Joann Dawson, William Reinhardt, Julie Sasso
ABSENT: Jeffrey Kuhn

- **REQUEST FROM THE CHIEF OF POLICE FOR THE BOARD TO APPOINT YEKATERINA DICKERSON TO THE POSITION OF POLICE OFFICER EFFECTIVE JANUARY 17, 2016**

A motion to appoint Yekaterina Dickerson to the position of Police Officer effective January 17, 2016 was offered and approved as follows:

RESULT: APPROVE [UNANIMOUS]
MOVER: Julie Sasso, Town Board Member
SECONDER: William Reinhardt, Board Member
AYES: John Clarkson, Joann Dawson, William Reinhardt, Julie Sasso
ABSENT: Jeffrey Kuhn

- **REQUEST FROM THE CHIEF OF POLICE FOR THE BOARD TO APPOINT JULIA VOLK TO THE POSITION OF TELECOMMUNICATOR EFFECTIVE DECEMBER 13, 2015.**

A motion to appoint Julia Volk to the position of Telecommunicator effective December 13, 2015 was offered and approved as follows:
RESULT: APPROVE [UNANIMOUS]
MOVER: Julie Sasso, Town Board Member
SECONDER: Joann Dawson, Board Member
AYES: John Clarkson, Joann Dawson, William Reinhardt, Julie Sasso
ABSENT: Jeffrey Kuhn

REQUEST BY TOWN ENGINEER TO APPROVE THE TASK ORDER FOR $29,650 TO TOWN DESIGNATED ENGINEER, CHA COMPANIES, TO PROVIDE SECURITY RECOMMENDATIONS FOR THE POLICE AND COURT WING TO SEGREGATE PRISONER TRAFFIC AND AUTHORIZE SUPERVISOR TO SIGN THE TASK ORDER

A motion to approve the task order for $29,650 to town designated engineer, CHA Companies, to provide security recommendations for the police and court wing to segregate prisoner traffic and authorize the Supervisor to sign the task order was offered and approved as follows:

RESULT: APPROVE [UNANIMOUS]
MOVER: Joann Dawson, Board Member
SECONDER: Julie Sasso, Town Board Member
AYES: John Clarkson, Joann Dawson, William Reinhardt, Julie Sasso
ABSENT: Jeffrey Kuhn

REQUEST FROM THE ADMINISTRATOR OF PARKS AND RECREATION FOR APPROVAL OF SEASONAL PERSONNEL.

A motion to approve the seasonal personnel in Ms. Lanahan's 12/9/2015 memo was offered and approved as follows:

RESULT: APPROVE [UNANIMOUS]
MOVER: Julie Sasso, Town Board Member
SECONDER: William Reinhardt, Board Member
AYES: John Clarkson, Joann Dawson, William Reinhardt, Julie Sasso
ABSENT: Jeffrey Kuhn

THE COMPTROLLER’S OFFICE REQUESTS THE APPROVAL OF THE TOWN BOARD TO ALLOW THE COMPTROLLER TO SIGN THE ATTACHED TAX COLLECTION AGREEMENT WITH CAPITAL BANK.

A motion to allow the comptroller to sign the attached tax collection agreement with Capital Bank was offered and approved as follows:

RESULT: APPROVE [UNANIMOUS]
MOVER: William Reinhardt, Board Member
SECONDER: Joann Dawson, Board Member
AYES: John Clarkson, Joann Dawson, William Reinhardt, Julie Sasso
ABSENT: Jeffrey Kuhn

REQUEST FROM DIRECTOR OF ECONOMIC DEVELOPMENT AND PLANNING FOR TOWN BOARD TO ACKNOWLEDGE RECEIPT OF NYSARC INC. NOTIFICATION TO ESTABLISH AN INDIVIDUALIZED RESIDENTIAL ALTERNATIVE (IRA) AT 22 THE CONCOURSE

Rob Leslie, Director of Economic Development and Planning informed the Town Board of NYSARC Inc.'s intention to establish an Individualized Residential Alternative (IRA) at 22 The Concourse.
Concourse. It would offer supervised residential opportunities for four (4) individuals with developmental and other intellectual disabilities.

- REQUEST FROM TOWN ENGINEER TO GRANT UTILITY EASEMENTS TO NIAGARA MOHAWK POWER CORPORATION, SUBJECT TO PERMISSIVE REFERENDUM.

Resolution # 2015-48

TOWN BOARD
TOWN OF BETHLEHEM
RESOLUTION TO GRANT EASEMENT

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Bethlehem in the County of Albany, State of New York has on the 9th day of December 2015, duly adopted, subject to a permissive referendum, a resolution as follows:

WHEREAS, the Town Board of the Town of Bethlehem has determined that it is necessary to grant an easement to Niagara Mohawk Power Corporation (National Grid) on the Town owned parcel located on Bridge Street in Selkirk, NY; and,

NOW, THEREFORE, BE IT RESOLVED,
That the Town Board hereby authorizes the granting of an easement on the Town owned parcel located at on Bridge Street in Selkirk, NY; and,

BE IT FURTHER RESOLVED,
That the granting of said easement is subject to permissive referendum

BE IT FURTHER RESOLVED,
That the Supervisor is hereby authorized to execute the granting of the easement on behalf of the Town of Bethlehem.

The motion to adopt the resolution was made by Councilman Reinhardt, was seconded by Councilwoman Dawson and duly adopted by the following vote:

AYES: Supervisor Clarkson, Councilwoman Dawson, Councilman Reinhardt, Councilwoman Sasso
NOES: none
ABSENT: Councilman Kuhn
DATED: 12/9/2015
A motion to adopt the Resolution granting utility easements to Niagara Mohawk Power Corporation, subject to permissive referendum was offered and approved as follows:

RESULT: ADOPTED [UNANIMOUS]
MOVER: William Reinhardt, Board Member
SECONDER: Joann Dawson, Board Member
AYES: John Clarkson, Joann Dawson, William Reinhardt, Julie Sasso
ABSENT: Jeffrey Kuhn

- REQUEST FROM TOWN ENGINEER TO ACCEPT HORSESHOE DRIVE AS A TOWN ROAD AND ADJOINING AREA AS A DRAINAGE EASEMENT

Resolution No. 2015-49

Resolution to Accept Horseshoe Drive, Town of Bethlehem, New York as a public road

WHEREAS, in 2015, Charlew Builders constructed Horseshoe Drive as a Town street in accordance with the Final Plat, Subdivision Plan, Carriage Hill Subdivision revised to 04/06 and specifications prepared by Edward W. Boutelle and Son; and

WHEREAS, the two lane road is 0.24 miles in length (station 0+00 to 12+91.60) and consists of a new drainage system, asphalt pavement and street signage with access to Town road Bridle Path; and

WHEREAS, construction of Horseshoe Drive has been completed in accordance with as-built drawings and was accepted for maintenance by the Town of Bethlehem at its 11/24/15 Town Board meeting and is currently open to vehicular traffic for the public; now, therefore be it

RESOLVED, that Horseshoe Drive shall be included in the 2015 Town Local Highway Mileage Inventory of Town Streets; and be it further

RESOLVED, that New York State Department of Transportation is requested to include Horseshoe Drive in the Town of Bethlehem 2015 Inventory of Streets

A motion to adopt the resolution was offered by Councilwoman Sasso, seconded by Councilman Reinhardt and approved with the following vote:

AYES: Supervisor Clarkson, Councilwoman Dawson, Councilman Reinhardt, Councilwoman Sasso
NOES: none
ABSENT: Councilman Kuhn

Date: December 9, 2015

A motion to adopt the Resolution approving the acceptance of Horseshoe Drive as a Town Road and the adjoining area as a drainage easement was offered and approved as follows:
REQUEST FROM CHIEF WATER TREATMENT PLANT OPERATOR TO GRANT AN EASEMENT TO NIAGARA MOHAWK POWER CORPORATION, SUBJECT TO PERMISSIVE REFERENDUM, AND AUTHORIZE THE SUPERVISOR TO EXECUTE THE EASEMENT DOCUMENTS.

Resolution # 2015-50

TOWN BOARD
TOWN OF BETHLEHEM
RESOLUTION TO GRANT EASEMENT

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Bethlehem in the County of Albany, State of New York has on the 9th day of December 2015, duly adopted, subject to a permissive referendum, a resolution as follows:

WHEREAS, the Town Board of the Town of Bethlehem has determined that it is necessary to grant an easement to Niagara Mohawk Power Corporation (National Grid) on the existing Town owned easement located at 210 Clipp Road in Delmar, NY; and,

NOW, THEREFORE, BE IT RESOLVED,
That the Town Board hereby authorizes the granting of an easement on the existing Town owned easement located at 210 Clipp Road in Delmar, NY; and,

BE IT FURTHER RESOLVED,
That the granting of said easement is subject to permissive referendum

BE IT FURTHER RESOLVED,
That the Supervisor is hereby authorized to execute the granting of the easement on behalf of the Water District No. 1 of the Town of Bethlehem.

The motion to adopt the resolution was made by Councilwoman Dawson, was seconded by Councilman Reinhardt and duly adopted by the following vote:

AYES: Supervisor Clarkson, Councilwoman Dawson, Councilman Reinhardt, Councilwoman Sasso
NOES: none
ABSENT: Councilman Kuhn

DATED: December 9, 2015

A motion to grant an easement to Niagara Mohawk Power Corporation, subject to permissive referendum and authorize the Supervisor to execute the easement documents was offered and approved as follows:

RESULT: ADOPTED [UNANIMOUS]
MOVER: Joann Dawson, Board Member
SECONDER: William Reinhardt, Board Member
AYES: John Clarkson, Joann Dawson, William Reinhardt, Julie Sasso
ABSENT: Jeffrey Kuhn

REQUEST FROM COMMISSIONER OF PUBLIC WORKS TO AUTHORIZE $559,500 IN FINAL DESIGN SERVICES FOR HAZEN AND SAWYER, P.C., RELATED TO UPGRADES TO THE CLAPPER ROAD WATER TREATMENT PLANT.

A motion to authorize $559,500 in final design services for Hazen and Sawyer, P.C., related to upgrades to the Clapper Road Water Treatment Plant was offered and approved as follows:

RESULT: APPROVE [UNANIMOUS]
MOVER: Julie Sasso, Town Board Member
SECONDER: Joann Dawson, Board Member
AYES: John Clarkson, Joann Dawson, William Reinhardt, Julie Sasso
ABSENT: Jeffrey Kuhn

AWARD OF CONTRACT TO PURCHASE ONE FORD E450 WITH UTILITY BODY TO REPLACE SIGNS AND SIGNALS TRUCK

A motion to award the contract to purchase one Ford E450 with utility body from Van Bortel Ford for $48,339.91 to replace signs and signals truck was offered and approved as follows:

RESULT: APPROVE [UNANIMOUS]
MOVER: Joann Dawson, Board Member
SECONDER: William Reinhardt, Board Member
AYES: John Clarkson, Joann Dawson, William Reinhardt, Julie Sasso
ABSENT: Jeffrey Kuhn

REQUEST FROM DIRECTOR OF ECONOMIC DEVELOPMENT AND PLANNING FOR TOWN BOARD TO SUBMIT A SEQR LEAD AGENCY RESPONSE LETTER TO THE NYS THRUWAY AUTHORITY FOR THE PILGRIM PIPELINE PROJECT PROPOSED BY PILGRIM TRANSPORTATION OF NEW YORK, INC.

A motion to submit a SEQR Lead Agency response letter to the NYS Thruway Authority for the Pilgrim Pipeline Project proposed by Pilgrim Transportation of New York Inc was offered and approved as follows:
RESULT: APPROVE [UNANIMOUS]
MOVED: Joann Dawson, Board Member
SECOND: Julie Sasso, Town Board Member
AYES: John Clarkson, Joann Dawson, William Reinhardt, Julie Sasso
ABSENT: Jeffrey Kuhn

VII. New Business

Councilman Reinhardt discussed calling on the Governor to do a comprehensive health assessment of the pipelines throughout the state and put a moratorium on new permits until it is done. The Board said their goodbyes to Councilwoman Dawson and Councilman Reinhardt.

VIII. Adjournment

Motion To: Adjourn

RESULT: ADOPT [UNANIMOUS]
MOVED: William Reinhardt, Board Member
SECOND: Joann Dawson, Board Member
AYES: John Clarkson, Joann Dawson, William Reinhardt, Julie Sasso
ABSENT: Jeffrey Kuhn
January 5, 2016

Via email

Dear Julie,

In Accordance with Town Law Section 42, as Supervisor of the Town of Bethlehem, I appoint you as Deputy Supervisor effective January 6, 2016.

I very much appreciate your willingness to serve in this uncompensated position, making yourself available to chair Town Board meetings and execute any other legal duties of the Supervisor during any period of absence or illness. While I hope and expect that any such period will be brief, should it occur at all, I know that you are an ideal person to exercise such duties.

As always, I continue to appreciate your advice and leadership on the Town Board, as well as your friendship.

Sincerely,

John Clarkson
Town Supervisor

CC: Nanci Moquin, Bethlehem Town Clerk

Visit the Town of Bethlehem Website at http://www.townofbethlehem.org
TOWN OF BETHLEHEM OFFICIALUNDERTAKING OF MUNICIPAL OFFICIALS

WHEREAS, various sections of New York State Town Law and Public Officers Law require that certain officials execute an Official Undertaking; and

WHEREAS, we, the Town Board of the Town of Bethlehem hereby require the Supervisor, Deputy Supervisor, Town Clerk, Receiver of Taxes, Town Justices and Highway Superintendent to execute said Official Undertaking as required by said law;

NOW, THEREFORE BE IT RESOLVED that we, the Town Board of the Town of Bethlehem approve the document entitled “Town of Bethlehem Official Undertaking of Municipal Officers” as to its form and manner of execution and the sufficiency of the insurance, and

BE IT FURTHER RESOLVED that said Official Undertaking containing the notarized signatures of those named municipal officials be filed in the Office of the Town Clerk, as well as, the original copies of the insurance policies indicating the sufficiency of the sureties to indemnify the Town against losses which may arise from failure of such officials to properly discharge their duties.

The foregoing resolution was presented for adoption by , seconded by and duly adopted by the following vote:

AYES:

NAYES:

Dated: January 13, 2016
TOWN OF BETHLEHEM

OFFICIAL UNDERTAKING OF MUNICIPAL OFFICERS

WHEREAS, John M. Clarkson, of the Town of Bethlehem, County of Albany, New York, has been elected to the Office of Supervisor of the Town of Bethlehem, and

WHEREAS, Nanci Moquin, of the Town of Bethlehem, County of Albany, New York, has been elected to the Office of Town Clerk of the Town of Bethlehem, and

WHEREAS, Alicia Roney, of the Town of Bethlehem, County of Albany, New York, has been elected to the Office of Receiver of Taxes of the Town of Bethlehem, and

WHEREAS, Ryan Donovan, of the Town of Bethlehem, County of Albany, New York, has been elected to the Office of Town Justice of the Town of Bethlehem, and

WHEREAS, Andrew W. Kirby, of the Town of Bethlehem, County of Albany, New York, has been elected to the Office of Town Justice of the Town of Bethlehem, and

WHEREAS, Brent Meredith, of the Town of Bethlehem, County of Albany, New York, has been elected to the Office of Superintendent of Highways of the Town of Bethlehem, and

WHEREAS, Julie Sasso, of the Town of Bethlehem, County of Albany, New York, has been appointed to the position of Deputy Supervisor of the Town of Bethlehem, and

NOW, THEREFORE, we as respective officers above, do hereby undertake with the Town of Bethlehem that we will faithfully perform and discharge the duties of our office, and will promptly account for and pay over all moneys or property received as a Town Officer, in accordance with the law; and
This undertaking of the Town Supervisor is further conditioned upon that he will well and truly keep, pay over and account for all moneys and property, including any special district funds, belonging to the Town and coming into his hands as such Supervisor; and

This undertaking of the Town Clerk is further conditioned that she will well and truly keep, pay over and account for all moneys and property coming into her hands as such Town Clerk; and

This undertaking of the Receiver of Taxes is further conditioned that she will well and truly keep, pay over and account for all moneys and property coming into her hands as such Receiver of Taxes; and

This undertaking of the Town Justices is further conditioned that they will well and truly keep, pay over and account for all moneys and property coming into their hands as such Town Justices; and

The Town does and shall maintain insurance coverage, presently with Trident Argonaut Insurance, in the sum of $1,000,000.00 public official liability: $10,000,000 umbrella policy for all employees and Travelers Casualty and Surety Insurance, (commercial crime policy) in the sum of $100,000 for all employees and additional $250,000 for the Supervisor, $400,000 for the Receiver of Taxes and $400,000 for the Town Clerk to indemnify against losses through the failure of the officers, clerks and employees covered hereunder faithfully to perform their duties or to account properly for all moneys or property received by virtue of their positions or employment, and through fraudulent or dishonest acts committed by the officers, clerks and employees covered hereunder.

Dated January 13, 2016

Town of Bethlehem

____________________________________  __________________________________
Town Supervisor                        Town Clerk

____________________________________  __________________________________
Receiver of Taxes                      Town Justice

____________________________________  __________________________________
Town Justice                           Highway Superintendent
STATE OF NEW YORK

SS:

COUNTY OF ALBANY

On the __ day of __________________, 2016 before me, the undersigned, a Notary Public in and for said State, personally appeared John M. Clarkson, personally know to me or provided me or provided 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 as Supervisor 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
On the __ day of __________________, 2016 before me, the undersigned, a Notary Public in and for said State, personally appeared **Nanci Moquin**, personally know to me or provided me or provided me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as **Town Clerk** and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

___________________________
Notary Public

On the __ day of __________________, 2016 before me, the undersigned, a Notary Public in and for said State, personally appeared **Alicia Roney**, personally know to me or provided me or provided me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as **Receiver of Taxes** and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.
STATE OF NEW YORK

SS:

COUNTY OF ALBANY

On the __ day of ________________, 2016 before me, the undersigned, a Notary Public in and for said State, personally appeared Brent Meredith, personally know to me or provided me or provided 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 as Highway Superintendent 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 ________________, 2016 before me, the undersigned, a Notary Public in and for said State, personally appeared Ryan Donovan, personally know to me or provided me or provided 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 as Town Justice 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 __________________, 2016 before me, the undersigned, a Notary Public in and for said State, personally appeared Andrew W. Kirby, personally know to me or provided me or provided 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 as Town Justice 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 __________________, 2016 before me, the undersigned, a Notary Public in and for said State, personally appeared Julie Sasso, personally know to me or provided me or provided me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as Deputy Town Supervisor and that by

___________________________
Notary Public
her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument

___________________________
Notary Public
Resolution No.

TOWN OF BETHLEHEM OFFICIAL UNDERTAKING OF MUNICIPAL OFFICIALS

WHEREAS, various sections of New York State Town Law and Public Officers Law require that certain officials execute an Official Undertaking; and

WHEREAS, we, the Town Board of the Town of Bethlehem hereby require the Supervisor, Deputy Supervisor, Town Clerk, Receiver of Taxes, Town Justices and Highway Superintendent to execute said Official Undertaking as required by said law;

NOW, THEREFORE BE IT RESOLVED that we, the Town Board of the Town of Bethlehem approve the document entitled “Town of Bethlehem Official Undertaking of Municipal Officers” as to its form and manner of execution and the sufficiency of the insurance, and

BE IT FURTHER RESOLVED that said Official Undertaking containing the notarized signatures of those named municipal officials be filed in the Office of the Town Clerk, as well as, the original copies of the insurance policies indicating the sufficiency of the sureties to indemnify the Town against losses which may arise from failure of such officials to properly discharge their duties.

The foregoing resolution was presented for adoption by    , seconded by    and duly adopted by the following vote:

AYES:

NAYES:

Dated: January 13, 2016
I would like to be reappointed to the Town of Bethlehem Board of Assessment Review (BAR) that I have served on for the past two years. I have over 30 years of experience in many areas of ad valorem appraisal from data collection to appraisal reviews for litigation that began with revaluation projects and continued while serving over 27 years with the State Office of Real Property Services. I have experience appraising residential, farm, vacant, commercial, and utility properties. I am a NY State licensed Certified General Real Estate Appraiser, which I’ve maintained after my retirement from state service. I previously attained the designation of Certified Assessment Evaluator from the International Association of Assessing Officers which I held from 1992 until my retirement from NY State in 2010. I feel I bring a unique perspective to the BAR since my appraisal experience was directly related to the assessment field and the mass appraisal system and land schedules that were used in the Town’s 2014 reassessment. I have attached a copy of my resume. If you have any questions, please feel free to contact me. Thank you.

Sincerely,

Harvey Lipsky

Harvey Lipsky
534 Dawson Road
Delmar, N.Y. 12054
December 9, 2015
Date: January 1, 2016

To: Town Board and Attorney

From: Nanci Moquin, Town Clerk

Re: Appointment of Deputy Town Clerk

This is to notify the Board that I have appointed Colleen Hummel to be Deputy Town Clerk and Deputy Registrar, to serve at the pleasure of the Town Clerk.
Bethlehem Town Historian
2015 Annual Report

One job description for the position of town historian cited on the Association of Public Historians of New York State’s website describes four areas of concentration: research and writing, teaching and public presentations, historic preservation, and organization and advocacy. In 2015 I have worked to fulfill these roles in a variety of ways.

Research and writing: This is probably my favorite part of the job. This past year I have continued to write monthly articles for Our Towne Bethlehem and post to my blog. I also completed my second book, this time for the History Press, which is an illustrated compilation of the many articles I have written over my tenure as town historian. Historic Tales of Bethlehem, New York comes out on March 14, 2016. All of my royalties from the book will be donated to the Bethlehem Historical Association.

Teaching and Public Presentations: Another pleasure is to share Bethlehem’s history. 2015 brought 11 talks and walks, 8 history hikes, 1 history paddle, and 2 bus tours. One disappointment is my lack of contact with the schools. All of the above have been with interested adults. Each year, I reach out to the schools and try to lure them in with local history and primary source documents, to little avail. My public presentations this year also included displays in the hallway at Town Hall and an exhibit at the Bethlehem Public Library entitled “Mid Century Bethlehem.”

Comparatively, Historic Preservation saw less activity this year. I am proud to have finally seen to completion the installation of the historic marker for the LaGrange Cemetery. The state of Bethlehem’s private, historic cemeteries is of concern to me and something I plan to address in 2016. I am also concerned about our agricultural heritage, especially the farms and barns that are rapidly disappearing.

Organization and Advocacy: While the town did not have any major anniversary’s this year to organize, I did work closely with the Bethlehem Historical Association to celebrate their 50th anniversary. I continue to work with BHA on many of their projects. Regarding advocacy, I try and keep an eye on local development projects and advocate for historic preservation. Of special concern this year was the Slingerlands Historic District and the re-purposing of its landmark church building. I made two visits to the Delmar Farmer’s Market this fall to promote BHA and Bethlehem history in general.
My annual historian’s report would not be complete without a mention of the many inquiries I receive. There were 95 of them this year ranging from simple genealogy requests and basic questions about local history to the more formal freedom of information request for historian’s records that come from developers. These unique questions often lead me down research paths that I would not otherwise explore.

And finally, after seven years of working at home, I began keeping office hours at town hall. Doing so has led to a new synergy with town personnel as well as an ease of access to historic records. In 2016 I look forward to moving into my permanent location at town hall and closing up the old historian’s “office” at the Adams Street Garage.

Respectfully submitted,

Susan E. Leath
Bethlehem Town Historian
School Crossing Officers for 2016

Isabel Glastetter          Donna Dominy - alternate
Jennifer Hammond          Norman Greenfield - alternate
Jean Krell                Raymond Linstruth - alternate
William Krell             
Erica Geist               
Michael Roberts
Mary Root
Clerk 1 Part Time Employees for 2016 at a rate of 15.402

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Susan Bacon</td>
<td>Clerk I</td>
</tr>
<tr>
<td>Virginia O’Brien</td>
<td>Clerk I</td>
</tr>
<tr>
<td>Karen Shaw</td>
<td>Clerk I</td>
</tr>
<tr>
<td>Bartosik, Margaret</td>
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<td>Cox-Fazio, Lauren</td>
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<td>Dickerson, Debra</td>
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<tr>
<td>Nickarz, Christy</td>
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<tr>
<td>McGuire, Mary</td>
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<td>O’Brien, Virginia</td>
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<tr>
<td>Patterson, Constance</td>
<td>Clerk 1</td>
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<td>Reinisch, Anda</td>
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<td>Shaw, Karen</td>
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<td>Stickan, Carrie</td>
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<td>Tiu, Caren</td>
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<tr>
<td>Vogel, Mary</td>
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<td>Winner, Darrell-Jon</td>
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<tr>
<td>Bassinson, Paul</td>
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**Representatives of the 2016 Fire Training Center Committee**

<table>
<thead>
<tr>
<th>Town Representative</th>
<th>North Bethlehem</th>
<th>Chief Chris Fuino</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Selkirk</td>
<td>Asst. Chief Joe Michaniw</td>
</tr>
<tr>
<td>Delmar</td>
<td>Chief Dan Ryan</td>
<td></td>
</tr>
<tr>
<td>Slingerlands</td>
<td>Chief Craig Sleurs</td>
<td></td>
</tr>
<tr>
<td>Elsmere</td>
<td>Asst, Chief John Zboray</td>
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**Per Multiple Residence Law appointments 2016**

<table>
<thead>
<tr>
<th>Fire Marshal</th>
<th>Justin Harbinger</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire Inspectors</td>
<td></td>
</tr>
<tr>
<td>Selkirk</td>
<td>William Asprion</td>
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<tr>
<td>Delmar</td>
<td>Dan Ryan, Jr.</td>
</tr>
<tr>
<td>North Bethlehem</td>
<td>Chris Fuino</td>
</tr>
<tr>
<td>Elsmere</td>
<td>Francis Wickham</td>
</tr>
<tr>
<td>Slingerlands</td>
<td>Joseph C Farleigh</td>
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</tbody>
</table>
### Approved Holidays for 2016

<table>
<thead>
<tr>
<th>Date</th>
<th>Holiday</th>
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<tbody>
<tr>
<td>January 18, 2016</td>
<td>Martin Luther King's Birthday</td>
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<tr>
<td>February 15, 2016</td>
<td>President's Day</td>
</tr>
<tr>
<td>May 30, 2016</td>
<td>Memorial Day</td>
</tr>
<tr>
<td>July 4, 2016</td>
<td>Independence Day</td>
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<tr>
<td>September 5, 2016</td>
<td>Labor Day</td>
</tr>
<tr>
<td>October 10, 2016</td>
<td>Columbus Day</td>
</tr>
<tr>
<td>November 8, 2016</td>
<td>Election Day</td>
</tr>
<tr>
<td>November 11, 2016</td>
<td>Veteran's Day</td>
</tr>
<tr>
<td>November 24, 2016</td>
<td>Thanksgiving Day</td>
</tr>
<tr>
<td>November 25, 2016</td>
<td>Day after Thanksgiving</td>
</tr>
<tr>
<td>December 26, 2016</td>
<td>Christmas</td>
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<tr>
<td>January 2, 2017</td>
<td>New Year's Day</td>
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<tr>
<td>Department</td>
<td>Amount</td>
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<tr>
<td>----------------------------------------</td>
<td>---------</td>
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<td>Receiver of Taxes and Assessments</td>
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<tr>
<td>Town Clerk</td>
<td>$200.00</td>
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<tr>
<td>Comptroller</td>
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<tr>
<td>Water District No. 1</td>
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<tr>
<td>Town Justice Department</td>
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<tr>
<td>Police Department</td>
<td>$400.00</td>
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<tr>
<td>Recreation Department Office</td>
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<tr>
<td>Parks Pool</td>
<td>$200.00</td>
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<tr>
<td>Highway Department</td>
<td>$200.00</td>
</tr>
<tr>
<td>Sanitation Department</td>
<td>$200.00</td>
</tr>
</tbody>
</table>
Adopt Resolution authorizing the use of facsimile signature for checks drawn on accounts at Key Bank, N.A.

RESOLUTION No.

RESOLUTION NECESSARY FOR FACSIMILE SIGNATURES

RESOLVED: That checks of this corporation, drawn on Key Bank, N.A., may be signed by the printed facsimile signature of the Supervisor, John Clarkson, of this corporation, with like force and effect as if said facsimile signature had been affixed by such officer or either of them, manually, and that said Bank is hereby authorized, empowered and directed to pay said checks so drawn and to charge the same to the account of this corporation, with like force and effect as if said signature had been affixed by such officer or either of them, manually, and be it

FURTHER RESOLVED: That all of the terms and conditions embodied in the agreement between said Bank and this corporation, as the same appears upon the original signature card of this corporation now in the file of said Bank, shall apply to all checks of this corporation so signed, and be it

FURTHER RESOLVED: That said Bank shall not be liable for and that this corporation does hereby waive any claim which it may have against said Bank, and does hereby agree to defend, indemnify and save harmless said Bank from any liability, loss or damage incurred by it for paying or charging to the account of this corporation any checks to which such facsimile signature may have been affixed without authority, by the unauthorized use of the machinery and equipment by which such facsimile signatures to such checks other than such die, device, machinery or equipment used by this corporation for that purpose.

The foregoing resolution was presented for adoption by , seconded by and duly adopted by the following vote:

Ayes:

Noes:
RESOLUTION No.

RESOLUTION NECESSARY FOR FACSIMILE SIGNATURES

RESOLVED: That checks of this corporation, drawn on Key Bank, N.A., may be signed by the printed facsimile signature of the Supervisor, John Clarkson, of this corporation, with like force and effect as if said facsimile signature had been affixed by such officer or either of them, manually, and that said Bank is hereby authorized, empowered and directed to pay said checks so drawn and to charge the same to the account of this corporation, with like force and effect as if said signature had been affixed by such officer or either of them, manually, and be it

FURTHER RESOLVED: That all of the terms and conditions embodied in the agreement between said Bank and this corporation, as the same appears upon the original signature card of this corporation now in the file of said Bank, shall apply to all checks of this corporation so signed, and be it

FURTHER RESOLVED: That said Bank shall not be liable for and that this corporation does hereby waive any claim which it may have against said Bank, and does hereby agree to defend, indemnify and save harmless said Bank from any liability, loss or damage incurred by it for paying or charging to the account of this corporation any checks to which such facsimile signature may have been affixed without authority, by the unauthorized use of the machinery and equipment by which such facsimile signatures to such checks other than such die, device, machinery or equipment used by this corporation for that purpose.

The foregoing resolution was presented for adoption by , seconded by and duly adopted by the following vote:

Ayes:
Noes:

Dated: January 13, 2016
INVESTMENT POLICY FOR THE TOWN OF BETHLEHEM

I. SCOPE

This investment policy applies to all moneys and other financial resources available for investment on its own behalf or on behalf of any other entity or individual, and is effective as of January 1, 1993, and as annually renewed and/or amended thereafter.

The Board shall annually review the Investment Policy, and amend if necessary.

II. OBJECTIVES

The primary objectives of the local government's investment activities are, in priority order:

a) to conform with all applicable federal, state and other legal requirements (legal);

b) to adequately safeguard principal (safety);

c) to provide sufficient liquidity to meet all operating requirements (liquidity);

d) to obtain a reasonable rate of return (yield);

e) to maximize efficient use of bank services offered in compensation for deposits.

III. DELEGATION OF AUTHORITY

The governing board's responsibility for administration of the investment program is delegated to the Comptroller, who shall establish written procedures for the operation of the investment program consistent with these investment guidelines. Such procedures shall include an adequate internal control structure to provide a satisfactory level of accountability based on a data base or records incorporating description and amounts of investments, transaction dates, and other relevant information and regulate the activities of subordinate employees.

IV. PRUDENCE

All participants in the investment process shall seek to act responsibly as custodians of the public trust and shall avoid any transaction that might impair public confidence in the Town of Bethlehem to govern effectively.

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudent discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the safety of the principal as well as the probable income to be derived.

All participants involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

V. DIVERSIFICATION

It is the policy of the Town of Bethlehem to diversify its deposits and investments by financial institution, by investment instrument, and by maturity scheduling.

VI. INTERNAL CONTROLS

It is the policy of the Town of Bethlehem for all moneys collected by any officer or employee of the
government to transfer those funds to the Comptroller on a weekly basis, or within the time period specified in law, whichever is shorter. The only exception to this requirement is for funds collected by the Town Clerk and by the Justices, which are normally transferred to the Comptroller monthly.

The Comptroller is responsible for establishing and maintaining an internal control structure to provide reasonable, but not absolute, assurance that deposits and investments are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorization and recorded properly, and are managed in compliance with applicable laws and regulations.

VII. DESIGNATION OF DEPOSITORIES

The banks and trust companies authorized for the deposit of moneys up to the maximum amounts are:

<table>
<thead>
<tr>
<th>Depository Name</th>
<th>Maximum Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Key Bank of New York</td>
<td>$50,000,000</td>
</tr>
<tr>
<td>JP Morgan Chase</td>
<td>$20,000,000</td>
</tr>
<tr>
<td>Berkshire Bank</td>
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<tr>
<td>Capital Bank</td>
<td>$20,000,000</td>
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<tr>
<td>TD Bank North</td>
<td>$20,000,000</td>
</tr>
<tr>
<td>Bank of America</td>
<td>$20,000,000</td>
</tr>
<tr>
<td>Pioneer Commercial Bank</td>
<td>$20,000,000</td>
</tr>
<tr>
<td>Kinderhook Savings</td>
<td>$20,000,000</td>
</tr>
<tr>
<td>First Niagara Commercial Bank</td>
<td>$20,000,000</td>
</tr>
<tr>
<td>M&amp;T Bank</td>
<td>$20,000,000</td>
</tr>
<tr>
<td>National Bank of Coxsackie</td>
<td>$20,000,000</td>
</tr>
</tbody>
</table>

VIII. COLLATERALIZING OF DEPOSITS

In accordance with the provisions of General Municipal Law, Section 10, all deposits of the Town of Bethlehem, including certificates of deposit and special time deposits, in excess of the amount insured under the provisions of the Federal Deposit Insurance Act shall be secured:

1. By a pledge of "eligible securities" with an aggregate "market value" as provided by GML Section 10, equal to the aggregate amount of deposits from the categories designated in Appendix A to the policy.

2. By an eligible "irrevocable letter of credit" issued by a qualified bank other than the bank with the deposits (and also excluding any bank affiliated with the bank which serves as an authorized depository) in favor of the government for a term not to exceed 90 days with an aggregate value equal to 140% of the aggregate amount of deposits and the agreed upon interest, if any. A qualified bank is one whose commercial paper and other unsecured short-term debt obligations are rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization or by a bank that is in compliance with applicable federal minimum risk-based capital requirements.

3. By an eligible surety bond payable to the government for an amount at least equal to 100% of the aggregate amount of deposits and the agreed upon interest, if any, executed by an insurance company authorized to do business in New York State, whose claims-paying ability is rated in the highest rating category by at least two nationally recognized statistical rating organizations.

IX. SAFEKEEPING AND COLLATERALIZATION
Eligible securities used for collateralizing deposits shall be held by the depository or a third party bank or trust company, subject to security and custodial agreements.

The security agreement shall provide that eligible securities are being pledged to secure local government deposits together with agreed upon interest, if any, and any costs or expenses arising out of the collection of such deposits upon default. It shall also provide the conditions under which the securities may be sold, presented for payment, substituted or released and the events which will enable the local government to exercise its rights against the pledged securities. In the event that the securities are not registered or inscribed in the name of the local government, such securities shall be delivered in a form suitable for transfer or with an assignment in blank to the Town of Bethlehem or its custodial bank.

The custodial agreement shall provide that securities held by the bank or trust company, or agent of and custodian for, the local government, will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or other liabilities. The agreement should also describe that the custodian shall confirm the receipt, substitution or release of the securities. The agreement shall provide for the frequency of revaluation of eligible securities and for the substitution of securities when a change in the rating of a security may cause ineligibility. Such agreement shall include all provisions necessary to provide the local government a perfected interest in the securities.

Alternatively, the Town of Bethlehem may choose to arrange for redeposit of moneys through a deposit placement program through a bank or trust company that serves as custodian with respect to the moneys and arranges for the redeposit of the moneys in one or more banking institutions; the moneys being secured, provided that the depository receives deposits from customers of other financial institutions that are at least equal to the amount of moneys so invested.

X. PERMITTED INVESTMENTS

As authorized by General Municipal Law, Section 11, the Town of Bethlehem authorizes the Comptroller to invest moneys not required for immediate expenditure for terms not to exceed its projected cash flow needs in the following types of investments:

a) Special time deposit accounts;
b) Certificates of deposit;
c) Obligations of the United States of America;
d) Obligations guaranteed by agencies of the United States of America where the payment of principal and interest are guaranteed by the United States of America;
e) Obligations of the State of New York;
f) Obligations issued by states (other than the State of New York) of the United States rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.
g) Obligation issued pursuant to LFL Section 24.00 or 25.00 (with approval of the State Comptroller) by any municipality, school district or district corporation other than the Town of Bethlehem;
h) Obligations of public authorities, public housing authorities, urban renewal agencies and industrial development agencies where the general State statutes governing such entities or whose specific enabling legislation authorize such investments.
i) Certificate of participation (COPS) issued pursuant to GML Section 109-b.
j) Obligations of domestic corporations rated in one of the two highest rating categories by at least one nationally recognized statistical rating organization.

All investment obligations shall be payable or redeemable at the option of the Town of Bethlehem within such times as the proceeds will be needed to meet expenditures for purposes for which the moneys were provided and, in the case of obligations purchased with the proceeds of bonds or
notes, shall be payable or redeemable at the option of the Town of Bethlehem within two years of the date of purchase.

XI. **AUTHORIZED FINANCIAL INSTITUTIONS AND DEALERS**

The Town of Bethlehem shall maintain a list of financial institutions and dealers approved for investment purposes and establish appropriate limits to the amount of investments which can be made with each financial institution or dealer (See Section VII). All financial institutions with which the local government conducts business must be credit worthy. Banks shall provide their most recent Consolidated Report of Condition (Call Report) at the request of the Town of Bethlehem. Security dealers not affiliated with a bank shall be required to be classified as reporting dealers affiliated with the New York Federal Reserve Bank, as primary dealers. The Comptroller is responsible for evaluating the financial position and maintaining a listing of proposed depositories, trading partners and custodians. Such listing shall be evaluated at least annually.

XII. **PURCHASE OF INVESTMENTS**

The Comptroller is authorized to contract for the purchase of investments:

1. Directly, from an authorized trading partner.

2. By participation in a cooperative investment program with another authorized governmental entity pursuant to Article 5G of the General Municipal Law where such program meets all the requirements set forth in the Office of the State Comptroller Opinion No. 88-46, and the specific program has been authorized by the governing board.

3. By utilizing an ongoing investment program with an authorized trading partner pursuant to a contract authorized by the governing board.

All purchased obligations, unless registered or inscribed in the name of the local government, shall be purchased through, delivered to and held in the custody of a bank or trust company. Such obligations shall be purchased, sold or presented for redemption or payment by such bank or trust company only in accordance with prior written authorization from the officer authorized to make the investment. All such transactions shall be confirmed in writing to the Town of Bethlehem by the bank or trust company. Any obligation held in the custody of a bank or trust company shall be held pursuant to a written custodial agreement as described in General Municipal Law, Section 10.

The custodial agreement shall provide that securities held by the bank or trust company, as agent of and custodian for, the local government, will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or other liabilities. The agreement shall describe how the custodian shall confirm the receipt and release of the securities. Such agreement shall include all provisions necessary to provide the local government a perfected interest in the securities.

XIII. **REPURCHASE AGREEMENTS**

Repurchase agreements are not authorized as an investment vehicle.

XIV. **ADMINISTRATIVE FEES**

It is the policy of the Town of Bethlehem to invest moneys collected from third parties for contract performance bonds. To compensate itself for the accounting and engineering services rendered in the administration of these funds, the Town imposes an annual fee equal to .5% of the base bond amount, subject to a maximum of $500 per year.
XV. REPORTING

Within 120 days of the end of the fiscal year, the Comptroller shall prepare and submit to the Town Board an annual investment report; recommendations for changes in the Investment Guidelines; the investment income record; a list of total fees; commissions or other charges, if any, paid to the Custodial Bank and such other matters as the Comptroller deems appropriate. The Town Board shall review and approve the annual investment report within 45 days of receipt.
2016 Designated Banks as Depositories of Town funds

<table>
<thead>
<tr>
<th>Bank Name</th>
<th>Location</th>
<th>Bank Name</th>
<th>Location</th>
<th>Bank Name</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Key Bank, N.A.</td>
<td>Delmar, NY</td>
<td>Capital Bank &amp; Trust Co.</td>
<td>Delmar, NY</td>
<td>Pioneer Bank</td>
<td>Delmar, NY</td>
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<tr>
<td></td>
<td></td>
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<td></td>
<td>J.P. Morgan-Chase</td>
<td>Albany, NY</td>
</tr>
<tr>
<td>M&amp;T Bank</td>
<td>Albany, NY</td>
<td>Kinderhook Bank</td>
<td>Delmar, NY</td>
<td>National Bank of Coxsackie</td>
<td>Glenmont, NY</td>
</tr>
</tbody>
</table>
TO: Supervisor Clarkson,

FROM: Richard Webster, Deputy Comptroller

DATE: January 6, 2016

RE: Annual Adoption of Town Purchasing Policy

The Town of Bethlehem’s purchasing policies and procedures are reviewed and adopted annually as required by NYS General Municipal Law. This annual review helps ensure that our procedures are current and appropriate to meet the changing needs of our local government. Comments from our various departments are requested so that the town purchasing officials can review any suggested changes, and if deemed appropriate, sent to the Town Board for adoption.

In 2016 we are recommending the following changes as outlined in red in the attached policy.

- Page 4: Additional language added to identify that competitive bidding is required for all commodities regardless of funding source.
- Pages 9 & 10: Updates professional services spending thresholds to more accurately reflect current fee schedules.
- Page 15: Updates change order spending thresholds to clarify bid type to more accurately reflect current fee schedules and practice.
- Page 18: Additional language added for best value contracts related to local law passed on November 24, 2015.

If you have any questions please contact our office. Thank You.
TOWN OF BETHLEHEM
PURCHASING DIVISION
POLICY AND PROCEDURES

SECTION I - INTRODUCTION

It is the intent of this manual to explain to users what the Purchasing Division does and to provide users with information that will enable them to make the most effective use of the services offered by the Purchasing Division. It is suggested that you read this document closely, ask any questions that you feel necessary to increase your understanding of the purchasing process, and refer to it as frequently as you need to in the course of carrying out your daily responsibilities.

This document will be available to managers and vendors on the Town’s website and all new managers will receive instruction from the Comptroller’s office on its requirements.

A. MISSION:
   i. The Purchasing Division shall promote the Town’s best interest by providing a professional purchasing system of quality and integrity whereby all persons involved in public purchasing are treated fairly and equitably, the value of public funds are maximized and a sufficient supply system is available for all departments/agencies.
   ii. The Purchasing Division will implement and maintain the purchasing system in full accordance with requirements set forth in General Municipal Law of the State of New York and such local policies as passed by the Town Board of the Town of Bethlehem. The Purchasing Division shall conduct the procurement system for the Town in a cost effective, objective manner, devoid of favoritism or special interest influence.

B. GOALS:
   i. The goal of the Purchasing Division is to make the purchasing process as competitive and objective as possible, while striving to promote high standards for all business relationships.

C. OBJECTIVES:
   i. The objectives of the Purchasing Division are to obtain, on a timely basis, quality products and services as economically as possible, as well as to satisfy the specific needs of our various departments. We endeavor to assure that the taxpayers receive the maximum value for each dollar expended. The established purchasing objectives center on the need for efficient and effective operations which are responsive to users’ needs, and practices which promote sound purchasing management and render the greatest value for the Town’s taxpayer’s dollars.
D. PURCHASING DIVISION’S RESPONSIBILITIES:
   i. The responsibility of the Purchasing Division is to provide efficient service to the
departments in the procurement of goods and services that are of the best value
from responsible vendors. It is the Purchasing Division’s responsibility to assist
departments in all aspects of the procurement process, including the
identification and development of sources, assistance to departments in the
development of specifications, solicitation of bids, proposals, quotations, and
interacting with vendors. Review department recommendations of commodities
bids. Review department recommendations of service bids/Request for
Proposals (RFP).

E. DEPARTMENT RESPONSIBILITIES:
   i. Expenditures should be planned sufficiently in advance to allow the Purchasing
Division to review for best price and/or overall service.
   ii. Purchase orders are based on information and specifications shown on the
requisition. Care should be taken so that specifications are adequate to allow
someone with little or no knowledge of the merchandise to place the order
properly. When requesting parts for machines or equipment, a manufacturer
and part number or model number of the unit the parts are for should be stated
on the requisition.
   iii. Employees who are involved in their department's procurement process are to
familiarize themselves with all policies and procedures. Supervisors are to
ensure that new employees have read these policies.
   iv. No purchase shall be divided for the purpose of bringing the value of the order
down to avoid using more stringent purchasing methods or restrictions.

SECTION II - PURCHASING PROCEDURES

A. GENERAL:
   i. Only the Town’s Comptroller or Deputy Comptroller may commit the Town for a
purchase. No purchase may be made without a purchase order signed by the
Comptroller or Deputy Comptroller or a purchasing card may be used as
outlined in Section X.
   ii. The dollar amount of the purchase and/or the commodity/service being acquired is
the basis for determining the correct purchasing procedure. This dollar amount
is determined on a Town wide basis, not on a departmental basis. The use of
commodity codes has enabled the Purchasing Division to easily identify those
commodities that require public bids.
   iii. The Purchasing Division has the right to make alternative suggestions to the
requisitioner if, in the judgment of the Purchasing Division, the specifications
would restrict competition, or otherwise preclude the most economical purchase
of the required items.
iv. Departments should plan purchases sufficiently in advance to allow for best price and/or overall service to be obtained.

B. REQUISITIONS
i. The Purchasing Division receives requests for supplies, services and equipment from the departments through the Purchasing/Inventory (PI) financial system. The Department Head or his/her designee reviews each requisition for its completion and determines the correct purchasing procedures for that order. Requisitions with incomplete product descriptions are rejected back to the requestor, until enough information is given to properly identify the product being requested.

ii. A completed requisition form in PI will include the following:
   - Department name
   - Date requisition is initiated
   - Catalog number & manufacturer
   - Detailed description of items(s) requested
   - Date required
   - Unit measure (each or pack)
   - Quantity required
   - Account to be charged
   - Special instructions
   - Suggested vendors
   - Commodity Codes as required

C. THE PURCHASE ORDER:
   i. Requisitioned Request:
   ii. Department Head Approval
      a. Fleet Manager (Vehicles and Equipment)
      b. MIS Manager (Computer and Software)
   iii. Comptroller or Deputy Comptroller Approval (Financial and Purchasing Procedure Review)
      a. The Purchasing Division may require Town Supervisor approval under some conditions.
      b. The Purchasing Division will not issue a purchase order for goods or services that have been purchased without prior approval from the Purchasing Division.
      c. Emergency purchase order requests must be kept to a minimum and must be for essential items when the normal delay in processing will significantly affect the operation of the department. Routine items, which the department has forgotten to maintain in inventory or anticipate a requirement, will not meet the guidelines.
      d. The Purchasing Division will require the following information before processing an emergency purchase order request:
         - What is needed?
         - Why is the item needed immediately?
         - Who is the suggested vendor?
         - What is the lead time for delivery from the suggested vendor?
e. After securing the above information, the Purchasing Division will approve or disapprove the request. If approved, the Purchasing Division will convert the requisition to a purchase order and the department may then order the goods or services.

SECTION III - THE BID PROCESS

Competitive bidding is required for purchase of commodities or like commodities regardless of funding source with an anticipated value of $20,000 or more. (Exceptions to bidding see Section XII) The competitive bidding process ensures that all bidders receive the same information and the bid award shall be made to the lowest responsible bidder.

Planning and gathering information is vital. Sufficient lead time should be built into the procurement process to permit adequate planning, specification writing, bidding, vendor selections, documentation, etc. Departments should allow sufficient time for the Purchasing Division to review bids, product specifications or scopes of work. Additional time will be needed for bids and RFPs where contracts must be approved by the Supervisor or the Town Board. A request in writing to advertise for a Bid must be made to the Purchasing Division prior to the placing of any legal notices. The minimum time allowed in New York State between the advertising date and the bid opening date is five (5) days, however longer periods may be required depending on the complexity of the project or item being specified.

- Advertisements for public Bids and Requests for Professional Services are published in the designated official Town newspapers, The Spotlight or The Times Union.

All Bids and RFPs are posted on the Empire State Purchasing Group (ESPG) website for viewing and downloading.

The Town Clerk or effecting department issues bid or proposal packages to vendors/contractors at the advertised location or by downloading from the ESPG website. Bid or proposal packages are also mailed First Class, or Federal Expressed when the firm furnishes a Federal Express account number. The request for bid or proposal package must come in writing, e-mail or by fax.

All bid or proposal packages picked up at the Town Clerk’s Office are recorded on the bidders specification pick up form. The ESPG website maintains a record of all firms who download from the website.

A. DEVELOPING BID SPECIFICATIONS:

i. The department writes a bid using a list of specifications as the specific criteria against which vendors’ bids are evaluated. These specifications must be absolutely clear to all the potential bidders. The bid will be awarded to the
lowest cost supplier to meet all of the department’s needs, exactly as it was defined by the department in the specifications.

ii. Departments will not be allowed to add or delete requirements after the bids open; the evaluation will be based solely on all requirements set forth in the bid. During the bid process, the vendors must be absolutely certain they are all considering the same thing. The vendor needs to offer the appropriate product at the right price.

iii. The goal is to have only one possible meaning for the specifications you have listed. Vendors often challenge specs and they want reassurance they’re being treated impartially. Departments may be called upon to justify any requirement as the minimum acceptable to meet their legitimate operational needs. Conflict can be avoided by developing a clear, unambiguous specification.

iv. A good specification should do four things:
   • Identify minimum requirements;
   • Allow for competition;
   • List reproducible test methods to be used in testing for compliance with specifications; and
   • Provide for an equitable award at the lowest possible cost.

a. Brand Names
   i. Brand names can be used in a specification, however, a bid will generally specify, "brand name or equal" on the bid or RFQ. A brand name gives the parties involved an idea of what type and quality of product you require. And in many cases, several distributors can supply a given brand. You still must address your most important features or requirements. Since no two brands are identical in all respects, describe in which respects you need any product offered to be equivalent. Make it clear at the outset what you consider an "equivalent" to be.

b. Use of Vendor Specifications
   i. Only departments are qualified to know exactly what their needs are. Avoid turning the job over to a vendor. Vendors’ literature is written to describe and promote their products. It is their job to sell their company’s product and it is to their benefit to emphasize the uniqueness of their product both verbally and in their product literature.
   ii. By copying a vendors’ literature rather than writing their own specifications, departments are likely to over-restrict the specifications to the point, where only the vendor whose literature has been copied can meet them. It may reduce competition and result in higher costs.

B. NON-APPROPRIATION CLAUSE:
   i. Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the Town for payment under an Agreement. The Town will immediately notify the Contractor of such occurrence and the Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the
Town of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted

C. BIDDERS LIST:
   i. In addition to the required public advertisement, the Town posts its bids/RFPs on the ESPG website. Any vendor wishing to have automatic notification must register on the ESPG website and pay a small fee for that service. Vendors who do not wish to have automatic notification may register for free and then they will have access to downloading any document. Vendors who register for free have the responsibility of checking our website to look for business opportunities. The Town will no longer maintain lists of vendors for commodities or services. In order for specifications to be sent to any vendor, that vendor must first contact the issuing department by mail, e-mail or fax, requesting that they be sent via regular mail. Any vendor that requests specifications to be sent by Federal Express or other overnight mail must pay for this service. No bid or proposal packages will be "faxed" to any vendor under any circumstances.

D. BID SECURITY:
   i. There are two different types of circumstances that may require bid securities.
      a. PURCHASE OR SERVICE - A percentage of the estimated bid as security is required in certified check form and/or bid bond. The certified check and/or bid bond of the awarded vendor is held until the Town Clerk receives written notification from the requesting department head that bid items have been received. The bid security is then returned to the awarded vendor.
      b. CAPITAL IMPROVEMENT or PUBLIC WORKS PROJECTS - A percentage or fixed dollar amount bid security in the form of a certified check or bid bond is required. Bid security will be five percent of the total bidding contract amount or a fixed dollar amount. Bid security will be returned once the required performance bonds have been received and the contracts are fully executed by the Town Supervisor.

E. PERFORMANCE BOND:
   i. Performance bonds shall be required when bidding capital improvement or public works projects. Bidders are required to submit their performance bonds before or at the time that they sign a contract. This bond will ensure that the bidder performs for the municipality between the date of award and the date of completion of the contract.

F. PREVAILING WAGES:
   i. Prevailing wages consist of pay scales that have been bargained for by the various unions throughout the State and are set by the New York State Department of Labor. Vendors must pay these rates to those employees who work on public works projects or in any municipal building. There is no dollar threshold where these wages do not apply. In having vendors submit quotes, it is extremely important to make sure that they understand that prevailing wages apply for any public works project for the Town, regardless of the cost of the contract.
G. ADDENDUMS:
   i. Only formal, written addenda can alter the bid specifications. When a discrepancy, ambiguity, or omission is revealed, the Town will issue an addendum to clarify the bid requirements. The addendum is sent by fax and/or mail to all vendors that have picked up or were mailed bid packages and posted on the ESPG website. The first addendum will be labeled "Addendum #1". Subsequent addendums issued will be sequentially labeled.
   ii. The Town will make every effort to ensure that the appropriate vendors receive addenda.
   iii. The addendum procedure will also be used to extend the bid date if necessary, to give the vendors/contractors sufficient time to submit a responsible bid.

H. RECEIPT OF BIDS:
   i. Vendors or contractors must mail, express, or deliver sealed bids to the Town Clerk's office on or before the bid deadline specified in the legal advertisement. As the bids are received, they are immediately date and time stamped by the designated time clock, and bid receipt is recorded in the Town Clerk Bid/Proposal Log. No bids are accepted after the bid deadline. Those received after the bid deadline will be returned to the sender unopened. No "fax" machine transmission bids will be accepted under any circumstances. All bids are kept in a secure location.
   ii. At the appointed time, the Town Clerk, or designee, will announce the bids to be opened. The bids will be opened and read aloud, and the bid prices appropriately recorded.

I. BID RECOMMENDATION PROCESS:
   i. A copy of all bids received are made and sent to the requesting department with a memo requesting a review and a recommendation or rejection of the lowest responsible bidder. The department shall review the package and send a memo of their recommendation or rejection to the Town Board with a copy to the Purchasing Division. If the lowest responsible bidder is not recommended, then a detailed written explanation from the department head must be attached. The Purchasing Division will review the package and department recommendation, and, if necessary, contact the Town Attorney to clear up any legal technicalities and will approve or disapprove the department's recommendation.

J. BID AWARD PROCESS:
   i. The department head must submit the bid package with recommendations to the Town Board for approval. After the approval for the contract is granted, the Town Clerk will then process any necessary notice of award and the Purchasing Division will process a purchase order. When the award process is finalized, the entire bid package becomes a permanent file in the Town Clerk's Office.
K. PURCHASE OF LIKE COMMODITIES UNDER $20,000:
   i. Where competitive bidding is not required by General Municipal Law 103, the Town Board has adopted the following conditions under which, and the manner in which, procurements of commodities shall be made:
   ii. PURCHASES OF COMMODITIES, EQUIPMENT OR GOODS:

<table>
<thead>
<tr>
<th>Price Range</th>
<th>Procurement Process</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0.00 - $999.99</td>
<td>Awarded at the discretion of the Department Head, with the approval of the Purchasing Division.</td>
</tr>
<tr>
<td>$1,000 - $4,999.99</td>
<td>Minimum of three documented telephone quotes, with award recommendation being made by the department head, and with the approval of the Purchasing Division.</td>
</tr>
<tr>
<td>$5,000 - $19,999.99</td>
<td>Minimum of three vendor submitted written, e-mail or facsimile price quotes, with award recommendation being made by the department head, and with the approval of the Purchasing Division.</td>
</tr>
<tr>
<td>$20,000.00 - above</td>
<td>Sealed bids in conformance with General Municipal Law, Section 103.</td>
</tr>
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L. PUBLIC WORKS PROJECTS UNDER $35,000:
   i. Where competitive bidding is not required by General Municipal Law 103, the Town Board has adopted the following conditions under which, and the manner in which, public works project procurements shall be made:
   ii. PURCHASES FOR PUBLIC WORKS PROJECTS/CONTRACTS:

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<td>$0.00 - $999.99</td>
<td>Awarded at the discretion of the Department Head, with the approval of the Purchasing Department</td>
</tr>
<tr>
<td>$1,000 - $4,999.99</td>
<td>Minimum of three documented telephone quotes, with award recommendation being made by the department head, and with the approval of the Purchasing Division.</td>
</tr>
<tr>
<td>$5,000 - $34,999.99</td>
<td>Minimum of three vendor submitted written, e-mail or facsimile price quotes, with award recommendation being made by the department head, and with the approval of the Purchasing Division.</td>
</tr>
<tr>
<td>$35,000.00 - above</td>
<td>Sealed bids in conformance with General Municipal Law, Section 103.</td>
</tr>
</tbody>
</table>
M. PROCURING PROFESSIONAL SERVICES:

i. The Town Board has adopted the following policy under which, and the manner in which, procurements of professional services shall be made:
   a. As a matter of good practice, Requests for Proposals (RFP’s) should be done in order to hire the most qualified service provider, at the most reasonable price. Annual RFP’s are not required; however, they must be done for any initial contracts exceeding $20,000. Note that the $20,000 limit is an annual limit, but the threshold for a professional engagement for a specific type of service or project, which may span multiple fiscal years is $35,000.
   b. Engagements for under $20,000 do not require an RFP; however, it is expected that departments will exercise due diligence to make sure that a competent professional is chosen, at a reasonable fee. If there is a possibility that the scope of services might ultimately exceed $20,000 annually due to multiple phases of work or due to certain contingencies, departments should consider preparation of an RFP. Where we have a combination of goods and services the two need to be reviewed separately to determine if board approval is necessary in a proposal. If a payment request is made for services in excess of $20,000, and an RFP was not solicited, Town Board approval will be required prior to payment by the Comptroller’s Office.

ii. Creation of the RFP:
   a. Certain projects may require interdepartmental collaboration, and should be managed on a joint basis as deemed necessary.

   NOTE: A Request for Qualifications (RFQ) may be appropriate if it is deemed desirable to narrow the scope of the actual RFP review to professionals who have been designated as eligible to submit an RFP, based on an assessment of their expertise. The focus of an RFQ is solely on a professional’s realm of relevant experience, where the Town sets forth the minimum standards we require. An RFQ does not solicit a proposal on the specific project at hand. Once the professionals have been deemed qualified, then they can respond to the Town’s detailed RFP. Please see the Purchasing Division if you are considering this.

   b. The department initiating the RFP must provide a draft copy of the RFP to the Purchasing Division, for review and approval prior to issuance. The review will be completed within ten (10) business days. The purpose of this review is to achieve uniformity in format, and standardization in certain contractual language.
   c. The department issuing the RFP generally performs the review of responses, and makes the recommendation for appointment.

iii. Who is Authorized to Hire the Professional?
   a. Annual Services Less than or Equal to $20,000 for specifically budgeted services: Town Supervisor
   b. Annual Services Greater than $20,000 for specifically budgeted services, and for non-budgeted services, which also required a budget modification: Town Board
c. Professional services funded by the project developer only require the approval of the Town Supervisor if project funding is held in a Town controlled designated account. If any costs are to be committed by the Town, either implicitly or explicitly, then approvals are required by thresholds set in iii. A and B.

i. The Town Supervisor, regardless of the approval level, must sign all contracts. A purchase order must be issued upon the contract signing. *(NOTE: an “inverted” purchase order is typically used for professional services)*

iv. **Duration of the Selection Based upon the RFP Process:**
   a. Once a professional has been selected, their services may be utilized within five years of the appointment, assuming their work is within the scope of the initial RFP, and their prices are within a reasonable range (allowing for modest price escalations). RFP’s must be reissued every five years, at a minimum, in order to ensure that the goals of a most qualified/reasonably priced professional is engaged. Note that the contract term would generally be for a one-year period – the policy merely allows the initial RFP to be valid as a means of selection for a five-year period.

v. **What if the Approved Professional is Unable to Provide Services?**
   a. In the event a professional appointed in accordance with this policy is unable to provide the services, or if the Town is not satisfied with the services provided, the department may refer back to the most recent RFP file, and contact the second and third choices. Upon updating price information, the department may then recommend the appointment of a new professional by the Town Board, without going through another RFP process.
   b. This new appointment will then start the five-year period in which the professional can serve without conducting a new RFP.

vi. **Exceptions, requiring Town Board approval, regardless of amount:**
   a. At the discretion of the department head and Town Supervisor, or as otherwise may be required by statute, purchased services for less than $20,000 may be referred to the Town Board for approval. The following items require Town Board approval, regardless of amount:
   i. **Audit Services.** Note that the auditors are subject to annual appointment.
   ii. **Legal Services.** Exempt from RFP requirements; however, subject to recommendation from the Town Attorney, and ultimate approval by the Town Board.
   iii. **Deferred Compensation Plan Administrator.** The NYSDCB requires RFP’s to be solicited every five years, and the Town Board must make the appointment, in accordance with state regulations.

vii. **Emergency Engagements:**
a. Although likely to be a rare event, there may be an emergency situation in which professional consulting is required immediately in order to protect the public interest. If a department head deems such an emergency to exist, with the written approval of the Town Supervisor, a professional may be engaged. If the scope of the work is anticipated to exceed $20,000, the facts and circumstances of the emergency necessitating the hiring of the consultant without adherence to the RFP requirement must be submitted to the Town Board, for their ultimate approval, prior to payment by the Comptroller’s Office.

viii. Exceptions to the RFP Requirement:
   a. Certain Proprietary Software: Although initial decisions to purchase proprietary software (licensed and supported by the company who created the software) should conform to the RFP requirement, subsequent purchases of integrated software modules may not be subject to the RFP process, if it is deemed and documented to be contrary to the public interest to deviate from an adopted business platform. All purchases of software must have been budgeted and require the approval of the Director of MIS. The comptroller’s office will submit an annual report detailing the name of the vendor, the type of acquisition and price paid for such purchase, as well as compiling documentation supporting such purchase, to the town board no later than March 31 following the calendar year in which such purchase was made.

ix. Insurance:
   ii. The selection of an insurance carrier(s) is reviewed annually, and the Town’s account is remarketed at least once every three years. In addition, the selection process is independently reviewed every five years. Accordingly, these policies meet the established goal of obtaining the best service and product at the best price.

SECTION IV - SOLE SOURCE

Competitive bidding proposals are not required under Section 103 in the General Municipal Law in those limited situations when there is only one possible source from which to procure goods and services required in the public interest such as in the case of certain patented goods or services or public utility services (see, gen, 1986 Opns St Comp No. 86-25, p 41).

In making these determinations, the department head should be prepared to show, among other things,: the unique benefits of the patented item as compared to other items available in the marketplace; that no other item provides substantially equivalent or similar benefits; and that, considering the benefits received, the cost of the item is reasonable, when compared to conventional methods. In addition, the department head should be prepared to document, as a matter of fact, that there is no possibility of competition for the procurement of the goods.
The New York State Comptroller’s Office, Division of Municipal Affairs, required that any municipal officers executing sole source documents should be prepared to “factually verify that the goods or services sought may only be obtained from a single source.”

To initiate a sole source purchase, the requesting department must submit a Sole Source Justification Form. This form must be accurately filled out and contain the name and address of the vendor; a complete catalog number, manufacturer and description of all sole source items; and bear the original signature of the department head.

Upon receipt of the fully processed Sole Source Justification Form, the Purchasing Division will verify that the requested item or service is available from only one supplier, in accordance with statutes permitting sole source procurement.

No official or employee shall be interested financially in any contract entered into by the Town. This also precludes acceptance of gratuities, financial or otherwise, by the above persons, from any supplier of materials or services.

SECTION V - PUBLIC WORKS PROJECTS/CONTRACTS

It is important to distinguish between contracts for public works and purchase contracts, as these items are not defined in the General Municipal Law. This distinction is especially important because there is a $15,000.00 difference between the bidding thresholds.

In general, purchase contracts involve the acquisition of commodities, materials, supplies or equipment, while contracts for public work involve services, labor or construction. Many times contracts involve both goods and services and it is difficult to determine which bid limit to apply. Each procurement must be reviewed on a case by case basis and determination must be made as to what kind of contract is involved. As a general rule, if the contract involves a substantial amount of services, such that it is the focal point and the acquisition of goods is incidental, it will be considered a contract for public works. Conversely, if services or labor are only minimal or incidental to the acquisition of goods, it is considered a purchase contract.

SECTION VI - SERVICES

A service is considered to be any job where a final cost CANNOT be determined before the repair or service is made.

Repairs/services where comparable estimates can be obtained will be issued an inverted purchase order.
SECTION VII - EMERGENCIES

Subdivision (4) of General Municipal Law Section 103 set forth an exception to bidding requirements for emergency situations and provides as follows:

"Notwithstanding the provisions of subdivision one of this section, in the case of a public whereby circumstances affecting public buildings, public property or the life, health, safety or property of the inhabitants of a political subdivision or district therein, require immediate action which cannot await competitive bidding, contracts for public work or the purchase of supplies, material or equipment may be let by the appropriate officer, board or agency of a political subdivision or district therein."

Accordingly, there are three basic statutory criteria to be met in order to fall within this exception:

1. The situation must arise out of an accident or unforeseen occurrence or condition;
2. Public buildings, public property or the life, health, safety or property of the political subdivision's residents must be affected;
3. The situation must require immediate action which cannot await competitive bidding. Even when a governing board passes a resolution that a public emergency exists, the public interest dictates that public purchases are made at the lowest possible cost, seeking competition by informal solicitation of quotes or otherwise, to the extent practicable under the circumstances.

The Office of the State Comptroller has suggested that, to meet these criteria, there generally must be a present, immediate and existing condition which is creating an imminent danger to public or private property or the life, health or safety of the residents and which makes further delay to comply with competitive bidding requirements unwarranted (1981 Opns St Comp, No. 81-224, P 241). Further, in as much as General Municipal Law Section 103(4) provides that the emergency must arise out of an accident or unforeseen occurrence, it is doubtful that a local government may invoke the emergency provisions in a situation which is the result of inaction or dilatory behavior on the part of officials and which, therefore, could have been foreseen (1978 Opns St Comp No. 78-780, unreported; see Rodin v Director Purchasing, 38 Misc 2d 362, 238 NYS2d d).

Note that, even in an emergency situation, it is in the public interest that purchases be made at the lowest possible cost (Orange Paint v Scaramuccia, 59 AD2d 894, 399 NYS2d 52). Thus, the political subdivision should seek competition by informal solicitation of quotes or otherwise, to the extent practicable under the circumstances.

The law cannot be circumvented by a declaration of an emergency which is caused by lack of planning on the part of a department. A "sudden" emergency arising from the
gradual deterioration of a piece of equipment or an out-of-stock condition of a routine supply item, will not withstand the legal scrutiny.

The requesting department should contact the Purchasing Division for the determination that the situation qualifies as an emergency.

When circumstances support an emergency purchase, the requesting department should attempt to locate a source for the goods or services. An attempt should be made to obtain the lowest price from a vendor or contractor who will best meet the requirements. When the supplier and the price have been established, the department head or designee will call the Purchasing Division for emergency purchase procedures.

The Town Board is empowered to designate an "emergency purchase" or "emergency project," and may waive normal bidding requirements. If the emergency designation is approved and certified by the Town Board, the requesting department will submit all original backup information such as the vendors' or contractors' proposed contracts or proposals, quotations, letters, etc. to the Purchasing Division.

SECTION VIII - CANCELLATIONS

Departments will notify the Comptroller's Office of the complete cancellation of a purchase order, so that the encumbrance may be liquidated.

SECTION IX – PAYMENT PROCESS

i. GOODS PURCHASED:
   a. Purchase Order forms will print in the departments after the requisition has been converted to a purchase order. The claim forms can be processed by the department as soon as the invoice has been received.

ii. PUBLIC WORKS PROJECTS:
   a. It is the responsibility of the Department Head to have the proper claim form and vendor certifications in order to have payment made.

SECTION X - CONTRACT APPROVALS

A. TOWN SUPERVISOR:
   i. For contract approval, the Town Supervisor is empowered to approve and execute contracts in amounts up to nineteen thousand nine hundred and ninety-nine dollars and ninety-nine cents ($19,999.99) for budgeted commodities and thirty-four thousand nine hundred and ninety-nine dollars and ninety-nine cents ($34,999.99) for budgeted public works projects. These contracts must involve commodities or projects that have been identified in the adopted current year budget and follow Town Board approved purchasing procedures and New York State GML 103,104. Any new or non-budgeted expenditure must receive Town
Board approval, require a budget modification, and Town Board authorization to empower the Town Supervisor to approve and execute the contract(s).

ii. Project change orders for all departments other than DPW or Highway that do not exceed 5% of original or revised bid, and sole source contracts regardless of the dollar amount, may be approved, in writing, by the Town Supervisor. Any change order exceeding these limits from the original or revised bid requires Town Board approval. DPW and Highway related project change orders that do not exceed 20% of original or revised bid, and sole source contracts regardless of the dollar amount, may be approved, in writing, by the Town Supervisor.

B. TOWN BOARD:
   i. The Town Board must approve contracts for execution by the Town Supervisor in amounts over twenty thousand dollars ($20,000.00) for commodities, as defined by NYS GML and thirty-five thousand dollars ($35,000.00) for public works projects, and approved in the Town’s annual budget.

C. NON-DESIGNATED BUDGETED APPROPRIATIONS
   ii. All contracts in amounts over twenty thousand dollars ($20,000.00) for goods or services, regardless of type, not designated in the Town’s annual budget must be approved by the Town Board.

D. DESIGNATED BUDGET APPROPRIATIONS
   iii. All designated items or services being purchased, that have been approved in the current year budget, and are of a routine operational need are not subject to Supervisor or Town Board approval. They must however be purchased in accordance with in Town Purchasing procedures and New York State GML 103,104.

E. NON-DELEGATION OF AUTHORITY
   iv. Nothing in this statement of policies and procedures shall be construed as delegating the power and authority of the Town Board, to approve contracts for any purpose other than the procurement of specific goods and services according the terms of this statement of policies and procedures.

SECTION XI - PROCUREMENT CARDS

The Town of Bethlehem recognizes that the use of Procurement Cards is a practical alternative to the use of purchase orders or petty cash for high-volume, low-value purchases. The purpose of the Procurement Card program shall be to streamline and simplify the requisitioning, purchasing and payment process for small dollar transactions.

Therefore, the Town Purchasing Division is authorized to implement policies and procedures for the use of Procurement Cards for the purchase of goods or services. Such program shall be designed to shorten the approval process and reduce the paperwork or procurement procedures such as purchase orders, petty cash, check requests and expense reimbursements. Notwithstanding this authority, such policies and procedures must include the following provisions:
i. Each transaction shall be limited to $1000.00, with a card limited to $15,000.00 per month. This limit may only be exceeded with prior written approval of the Comptroller or his/her designee.

ii. Procurement Card(s) may not be used for the following:
   a. Personal purchases of any kind;
   b. Cash advances;
   c. Items requiring technical review or subject to external approval (such as approval of computer equipment purchases);

iii. Each department which requests Procurement Card(s) must provide:
   a. Written documentation of how each card will be used;
   b. An estimate of any time and/or monetary savings generated through the use of each Procurement Card(s);
   c. Written description of the types of transactions that will be made with each Procurement Card(s);
   d. Identification of the employee who will be authorized to use each Procurement Card and an explanation as to why such employee should be authorized to use a Procurement Card.

i. Such materials and information must be provided for each Procurement Card issued to a department.

iv. The Division of Purchasing shall also develop internal controls for each department to ensure proper use of each Procurement Card(s). These internal controls shall include the following:
   a. Dollar limits on each transaction (not to exceed $1000);
   b. Total monthly spending limits (15,000);
   c. The number of transactions allowed per specified time period (limit may be daily, weekly or monthly);
   d. Security measures to prevent theft, loss or unauthorized use, including procedures for obtaining, safeguarding and returning cards;
   e. A system that tracks expenditures as they occur. Such system must give up-to-date information on purchases and funds expended.
   f. The types of goods and services that are not authorized for Procurement Card purchases.

i. Such materials and information must be provided for each Procurement Card issued to a department.

v. The issuance of any Procurement Card(s) to a department must be approved by the Department Head and the Purchasing Division.

vi. Procurement Card(s) must be kept in a secure (locked) location when not in use.

vii. Only one employee shall be authorized to use each Procurement Card. Such issuance to a specific employee must be approved by the employee’s Department Head and the Purchasing Division. Any unauthorized purchases made with a Procurement Card shall be the responsibility of said employee.
Said employee must sign an acknowledgment and disclosure form prior to receiving a Procurement Card.

viii. All Procurement Card purchases must receive prior approval by the employee’s Department Head or his or her designee(s).

ix. Any misuse of the Procurement Card or misrepresentation while using a Procurement Card shall require the immediate suspension of all Procurement Card privileges by the relevant department. Any misuse of the Procurement Card or misrepresentation while using a Procurement Card shall be grounds for discipline up to and including termination of employment.

x. Each employee who is authorized to use a Procurement Card must reconcile their Procurement Card statement and purchases weekly in order to verify that all charges are proper and the correct amounts have been charged. The Comptroller’s Office shall determine the dates when such reconciliation statements must be submitted. The employee who is authorized to use a Procurement Card and his/her Department Head or his or her designee shall sign the reconciliation statement to indicate approval and that all charges are proper and the correct amounts have been charged. Such reconciliation must include receipts for each use of the Procurement Card and a brief description of the good or service purchased. Original receipts, invoices and credit slips from each purchase must be provided for reconciliation and audits. Photocopies shall not be acceptable. These documents should be attached to the appropriate monthly statement and retained for review. Upon request, an additional detailed and written explanation must be provided for any use of a Procurement Card.

xi. It shall be the responsibility of each employee who is authorized to use a Procurement Card to contact the vendor and/or Procurement Card issuer directly regarding any discrepancies between the receipt and statement. The Comptroller’s Office must be notified of any discrepancies.

xii. The Department Head and/or the Purchasing Division may suspend or revoke the privilege of any employee to use a Procurement Card at any time. Further, the Purchasing Division, with just cause, may suspend the privilege of Procurement Card use for any department. For the purposes of this program, the term, "just cause" includes, but is not limited to, failure to comply with procedures, policies and guidelines regarding the use of Procurement Card(s).

xiii. In addition to the provisions contained herein and those implemented by the Purchasing Division, a Department Head may implement additional rules regarding the use of Procurement Cards. Such additional rules shall not supersede those policies and procedures implemented by the Purchasing Division or contained herein.

SECTION XII - UNAUTHORIZED EXPENDITURES

Any unauthorized expenditures by a department or individual may become the legal and financial responsibility of the department head or individual.

SECTION XIII - EXCEPTIONS
“A good faith effort shall be made to obtain the required number of proposals or Quotations.” If a town department is unable to obtain the required number of proposals or quotations, the department shall document the attempt made at obtaining the proposals. In no event shall the inability to obtain the Proposals or quotes be a bar to the procurement.

“Except when directed by the Town Board, no solicitation of written proposals or quotations shall be required under the following circumstances:

i. Emergencies;
ii. Sole source situations;
iii. Goods purchased from Agency for the Blind or Handicapped Industries;
iv. Goods purchased from Correctional Industries; (Section 162 State Finance Law)
v. Goods or services purchased from another government agency or public jurisdiction within New York State that provides services to municipal governments; (OGS, County Contracts, General Municipal Law 104)
vi. Contracts let by any state, county or political subdivision or district therein if such contract was let in such a manner that constitutes competitive bidding consistent with state law and made available for use by other governmental entities.

vii. Goods purchased from surplus government auction;
viii. Goods or services purchased for less than $1,000.00

“It is generally accepted that goods or services purchased under OGS or NYS. County contracts are of a better value due to volume discounts.”

SECTION XIV - PURCHASES FROM OTHER THAN THE LOWEST RESPONSIBLE DOLLAR OFFERER

General Municipal Law Section 104-b, Subdivision 2 paragraph (e) requires that the policies and procedures "require justification and documentation of any contract awarded to other than the lowest responsible dollar offered, setting forth the reasons such an award furthers the purpose of this section.”

Any time a purchase is made from other than the lowest responsible vendor or contractor submitting a quotation or proposal, there must be justification and documentation of the reason why the purchase was in the best interest of the Town and otherwise further the purposes of GML Section 104-b.

SECTION XIV - E-PROCUREMENT

The Purchasing Division participates in the ESPG (Empire State Purchasing Group) e-procurement system. This system provides one centralized bidding and
registration system for vendors as a single point of contact with broader access to new business opportunities throughout our community. This new system, developed in conjunction with a local company, BidNet, allows the Town and other local municipalities to post invitations to bid, informal quotes, request for proposals, construction notices, addenda and awards all on one centralized system. This type of system saves Town taxpayers money, expands economic opportunities for businesses throughout the Town, reduces time spent acquiring goods, and improves the customer service levels of the Town purchasing function.

Town of Bethlehem
Purchasing Division
Sole Source Justification

**Procurement Policy, Section IV: Sole Source Procurements**

A sole source procurement is justified when there is only one good or service that can reasonably meet the need and there is only one vendor who can provide the good or service.

- Department: _______________________________________________________________

- Contact Name: _____________________________________________________________

- Phone #: ______________________________

- Requisition #: ______________________________

Describe in detail the products and/or services to be procured:

Detail how this/ these produce(s) meet(s) your needs. Define the unique benefits to the item as compared to other products in the marketplace. Show that no other product provides substantially equivalent or similar benefits and that, considering the benefits received, the cost of the item is reasonable in comparison to other products in the marketplace. (Attach a separate page if needed)

- Vendor Name: ______________________________
Vendor Address: __________________________________________

Phone: ________________________________________________

Fax: __________________________________________________

Product Needed by date: _________________________________

Estimated Total Dollars for this procurement: $_____________
Town of Bethlehem
Purchasing Division
Sole Source Justification

Attach a detailed explanation of Vendor Sole Source Status, i.e., what is the basis for your identifying this vendor as a sole source? Check any that apply.

☐ The vendor is the manufacturer of the product and has no distributors.
(Attach manufacturer’s letter as documentation.)

☐ The vendor is the only reseller of the manufacturer’s product in this geographic region.
(Attach manufacturer’s letter as documentation.)

☐ Item to be purchased is a supply for equipment which is under warranty, and use of any product other than specified will void the warranty.
(Attach copy of warranty with such requirement highlighted).

☐ Product is patented.
(Provide patent number and patent documentation.)

• Item is proprietary and is additional product or software which must work with an existing system.
(Provide letter of documentation from system manufacturer.)

• Product has been standardized for use in the Town through the Town Board process.
(Attach copy of Resolution.)

☐ Other
(Provide a statement on a separate page with detailed documentation.)

Department Head or Designee:
___________________________________________________

Signature:___________________________________________________
THIS AGREEMENT is made as of the 1st day of January, 2016, by and between the following parties:

TOWN OF BETHLEHEM INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation organized and existing under the laws of the State of New York having a principal place of business located at 445 Delaware Avenue, Delmar, New York 12054, party of the first part (hereinafter referred to as the “Agency”); and

TOWN OF BETHLEHEM, NEW YORK, a municipal corporation of the State of New York having a principal place of business located at 445 Delaware Avenue, Delmar, New York 12054, party of the second part (hereinafter referred to as the “Municipality”).

WITNESSETH:

WHEREAS, the Agency is authorized and empowered by the provisions of the New York State Industrial Development Agency Act, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the “Enabling Act”) and Chapter 582 of the 1973 Laws of New York, as amended, constituting Section 909-b of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the “Act”) to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research, recreation and civic facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act (A) to make by-laws for the management and regulation of its affairs and (B) to appoint officers, agents and employees, to prescribe their qualifications and to fix their compensation and to pay the same out of funds of the Agency; and

WHEREAS, the Agency has employed an Chief Executive Officer/Executive Director ("Executive Director") and Chief Financial Officer; and,

WHEREAS, pursuant to Section 858(6) of the Act, the Agency is authorized and empowered, with the consent of the Municipality, to use agents and employees of the Municipality, paying the Municipality its agreed proportion of the compensation or costs; and

WHEREAS, the Agency and the Municipality agree that the Municipality shall provide
certain services of the staff of the Municipality and of the Municipality’s Department of Economic Development and Planning ("Department"), to act as the staff of the Agency on a part-time basis in 2016; and

Whereas, the revenues of the Agency are variable, episodic and unpredictable, and

Whereas the Agency has adopted a policy requiring a fund balance of $450,000.00 ("Fund Balance Policy"); and

WHEREAS, the Agency wishes to compensate the Municipality for the Services within the limitations of Agency revenue and Fund Balance Policy as set forth on Exhibit A;

NOW, THEREFORE, the parties hereto agree as follows:

SECTION I

DUTIES AND RESPONSIBILITIES OF THE MUNICIPALITY

SECTION 1.1. SERVICES. (i) The Municipality shall provide the services of the Department’s Director ("Director") and Economic Development Coordinator ("Coordinator") and the Administrative Assistant to the Supervisor of the Municipality ("Administrative Assistant") to provide consulting services to the Agency on a part-time basis. The services of the Director shall be to report to the Agency at its regular and special meetings on projects under review by the Department, the Planning Board and Zoning Board of Appeals. The services of the of the Coordinator shall be to perform assignments for the Agency of about 13.125 hours per week and to report to the Agency at its regular and special meetings about projects assigned by the Agency and the Department relating to economic development in the Municipality. The services of the Administrative Assistant shall be to perform the duties of the Clerk of the Agency (maintaining the records of the Agency, following the Guidelines for IDA Meeting Notices and Minutes and acting as Records Access Officer) and to assist the Executive Director.

(ii) [Intentionally Omitted]

(iii) [Intentionally Omitted]

(iv) [Intentionally Omitted]

SECTION 1.2. TERM. The term of this Agreement shall be from January 1, 2016 through December 31, 2016. The services to be provided by the Municipality hereunder shall be provided only during the term of this Agreement.

SECTION 1.3. STAFF. To accomplish the foregoing services, the Municipality is empowered to use such additional staff of the Municipality as the Department and its Director shall deem necessary to accomplish the Municipality’s obligations under this Agreement.

SECTION 1.4. OFFICE SPACE. The Municipality shall provide, maintain and equip suitable office space
for the Agency.

SECTION II

DUTIES AND RESPONSIBILITIES OF THE AGENCY

SECTION 2.1 PAYMENTS. (A) Contribution. In full consideration for all the services performed by the Municipality in a manner satisfactory to the Agency, the Agency shall pay to the Municipality the amount set forth on Exhibit A annexed hereto and made a part hereof, and one-half of said amount shall be paid on June 15, 2016, and one-half shall be paid on December 15, 2016.

(B) Expenses. [Intentionally Omitted]

(C) Expense Budget. [Intentionally Omitted]

SECTION 2.2. RELEASE. The acceptance by the Municipality of the amount set forth in Section 2.1A hereof shall release the Agency from any and all claims, causes of action and liability to the Municipality, or to its legal representative; rising out of or relating to this Agreement.

SECTION 2.3. MEETINGS. The Agency shall notify the Municipality and the Department and its Director of all meetings of the governing body of the Agency.

SECTION III

CANCELLATION OF AGREEMENT

SECTION 3.1. RIGHT TO CANCEL. Either party shall have the right to cancel this agreement upon sixty (60) days written notice to the other party, for any of the following reasons:

(A) For Cause: Upon any breach, default, or other defect of performance or breach of any representation, warranty or covenant under this Agreement, the Municipality and/or the Agency may cancel this Agreement. In addition, any breach of responsibilities on the part of the Director, including but not limited to theft, pilfering, willful refusal to follow instructions of the Board of the Agency, dereliction of duties, inefficiency in performing his duties, or other acts of a like nature, all as determined by the Agency, the Agency may cancel this Agreement.

(B) Upon Cancellation: Upon either party exercising its right to cancel this Agreement pursuant to paragraph (A) above, the Agency shall pay the prorated amount of Contribution to the Municipality pursuant to this Agreement.

SECTION 3.2. PROCEDURE UPON CANCELLATION. Upon the cancellation of this Agreement, the
Municipality shall comply with the following cancellation procedures:

(A) [Intentionally Omitted]

(B) [Intentionally Omitted]

SECTION 3.3 OWNERSHIP OF DOCUMENTS. Upon expiration or cancellation of this Agreement, all finished and unfinished documents, data, studies and reports, and other property purchased by the Municipality with funds provided by the Agency pursuant to this Agreement, shall become the property of the Agency.

SECTION IV

RELATIONSHIP; INDEMNITY

SECTION 4.1. RELATIONSHIP. (A) The relationship of the Municipality to the Agency arising out of this Agreement shall be that of an independent contractor. The Municipality, in accordance with its status as an independent contractor, covenants and agrees that neither the Municipality, nor any of its officers or employees, will, by reason hereof, make any claim, demand or application for any right or privilege applicable to an officer or employee of the Agency including, but not limited to, worker’s compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

(B) All personnel of the Municipality shall be within the employ of the Municipality only, which alone shall be responsible for their work, their direction, and their compensation. Nothing in this Agreement shall impose any liability or duty on the Agency on account of any acts, omissions, liabilities or obligations of the Municipality or any person, firm, company, agency, association, corporation, or organization engaged by the Municipality as expert, consultant, independent contractor, specialist, trainee, employee, servant or agent, or for taxes of any nature including, but not limited to, unemployment insurance and worker’s compensation, and the Municipality hereby agrees to indemnify and hold harmless the Agency against any such liabilities.

SECTION 4.2. INDEMNITY. The Agency shall not be liable for any debts, liens or encumbrances incurred by the Municipality or its officers and employees. The Municipality hereby agrees to indemnify and save harmless, the Agency against any and all claims, liability, loss, damages, costs or expenses which the Agency may hereafter incur, suffer or be required to by reason of any negligent or willful act or omission of the Municipality in the performance of this Agreement.

SECTION V

MISCELLANEOUS PROVISIONS
SECTION 5.1. REQUIRED APPROVALS. (A) The Supervisor of the Municipality has executed this Agreement pursuant to motion adopted by the Board of the Municipality, on ________________, 2015. This Agreement shall be executed at least in duplicate, and, after execution thereof, at least one copy thereof shall be permanently filed by the Municipality in the office of its Clerk.

(B) The Chairman of the Agency has executed this Agreement pursuant to Resolution adopted by the members of the Agency on September 26, 2015. This Agreement shall be executed at least in duplicate, and, after execution thereof, at least one copy thereof shall be permanently filed by the Agency in the records of the Agency.

SECTION 5.2. NOTICES. (A) All notices and other communications hereunder shall be in writing and shall be deemed given when mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

(1) To the Agency:

Town of Bethlehem Industrial Development Agency
445 Delaware Avenue
Delmar, NY 12054
Attention: Chairman

(2) To the Municipality:

Town of Bethlehem
445 Delaware Avenue
Delmar, NY 12054
Attention: Supervisor

(B) The Agency and the Municipality may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates and other communications shall be sent.

SECTION 5.2. WAIVER. No waiver of any breach of any provision of this Agreement shall be binding unless the same shall be in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

SECTION 5.3. SEVERABILITY. If any one or more of the covenants or agreements provided herein on the part of the Agency or the Municipality to be performed shall, for any reason, be held or shall, in fact, be inoperative, unenforceable or contrary to law in any particular case, such circumstance shall not render the provision in question inoperative or unenforceable in any other case or circumstance. Further, if any one or more of the phrases, sentences, clauses, paragraphs or sections herein shall be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed separable from the remaining covenants and agreements hereof and shall in no way affect the validity of the other provisions of this Agreement.

SECTION 5.4. ENTIRE AGREEMENT; AMENDMENTS. The foregoing contains the entire Agreement of the Agency and the Municipality and no modification thereof shall be binding unless the same is in writing and signed by the respective parties. This Agreement may not be amended, changed, modified,
altered or terminated, except by an instrument in writing signed by the parties hereto.

SECTION 5.5. EXECUTION OF COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 5.6. APPLICABLE LAW. This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of New York.

SECTION 5.7. TABLE OF CONTENTS AND SECTION HEADINGS NOT CONTROLLING. The Table of Contents and the headings of the several Sections in this Agreement have been prepared for convenience of reference only and shall not control, affect the meaning of or be taken as an interpretation of any provision of this Agreement.

SECTION 5.8. BINDING EFFECT. All covenants and agreements herein contained by or on behalf of the Agency and the Municipality shall bind and inure to the benefit of the respective successors and assigns of the Agency and the Municipality, whether so expressed or not.

SECTION 5.9. ASSIGNMENT. The Municipality is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this Agreement, or of its power to execute this Agreement, to any other person or corporation, without the prior written consent of the Agency.

SECTION 5.10. LIMITATION OF LIABILITY. The obligations and agreements of the Agency contained herein shall be deemed the obligations and agreements of the Agency, and not of any member, officer, agent or employee of the Agency in his individual capacity, and the members, officers, agents and employees of the Agency shall not be liable personally hereon or be subject to any personal liability or accountability based upon or in respect hereof or of any transaction contemplated hereby. The obligations and agreements of the Agency contained herein shall not constitute or give rise to an obligation of the State of New York and the State of New York shall not be liable thereon, and further, such obligations and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute limited obligations of the Agency payable solely from the general funds of the Agency. Notwithstanding any provision of this Agreement to the contrary, the Agency shall not be obligated to take any action pursuant to any provision hereof unless (1) the Agency shall have been requested to do so in writing by the Municipality; and (B) if compliance with such request is reasonably expected to result in the incurrence by any member, officer, agent or employee of the Agency of any liability, fees, expenses or other costs, such person shall have received from the Municipality security or indemnity satisfactory to the Agency for protection against all such liability and for the reimbursement of all such fees, expenses and other costs.
WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

APPROVED AS TO FORM:

TOWN OF BETHLEHEM INDUSTRIAL DEVELOPMENT AGENCY

BY: ______________________________
   Agency Counsel

BY: ______________________________
   (Vice) Chairperson

APPROVED AS TO FORM:

TOWN OF BETHLEHEM

BY: ______________________________
   Municipality Attorney

BY: ______________________________
   Supervisor
STATE OF NEW YORK  
COUNTY OF ALBANY 

On the 20th day of November in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared FRANK S. VENEZIA 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  
COUNTY OF ALBANY 

On the ____ day of ___________________ in the year 2015 before me, the undersigned, a notary public in and for said state, 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
## Town of Bethlehem and Town of Bethlehem IDA
### 2016 Service Agreement
Exhibit A

**Position Allocation:**

<table>
<thead>
<tr>
<th>Position</th>
<th>Budgeted Salary</th>
<th>Est. Hours per Week</th>
<th>Percent Allocation</th>
<th>Dollars Allocable to IDA</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Salaries</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Director of Div. Econ Dev &amp; Planning (Leslie)</td>
<td>89,357</td>
<td>7.50</td>
<td>20.0%</td>
<td>17,871</td>
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<tr>
<td>Administrative Aide (Nagengast)</td>
<td>54,646</td>
<td>4.00</td>
<td>11.4%</td>
<td>6,245</td>
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<tr>
<td>Economic Coordinator (Staubach)</td>
<td>63,987</td>
<td>18.75</td>
<td>35.0%</td>
<td>22,396</td>
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<tr>
<td><strong>Fringes</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Director of Planning</td>
<td>39,278</td>
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<td>20.0%</td>
<td>7,856</td>
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<tr>
<td>Administrative Aide</td>
<td>12,651</td>
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<td>11.4%</td>
<td>1,446</td>
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<tr>
<td>Senior Planner/Economic Director</td>
<td>24,153</td>
<td></td>
<td>35.0%</td>
<td>8,454</td>
</tr>
<tr>
<td><strong>Other</strong></td>
<td></td>
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<td></td>
<td></td>
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<tr>
<td>Payroll, PILOT Billing &amp; Tracking</td>
<td></td>
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<td>16,000</td>
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**Total Estimated Costs Incurred by the Town, for the benefit of the IDA**

<table>
<thead>
<tr>
<th>Cost Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Original Service Agreement</td>
<td>49,151</td>
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<tr>
<td>Senior Planner/Economic Director</td>
<td>30,849</td>
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<tr>
<td><strong>Total Estimated Costs</strong></td>
<td>80,267</td>
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**Agreed Upon Amount for Services for 2016 (not to exceed amount)**

<table>
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<tr>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>80,000</td>
</tr>
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*1/2 Time
b70% of 1/2 time

The IDA’s 2016 budget includes a provision of $80,000 to fund this agreement. The Town will supply meeting space, video streaming/agenda service, website and other support as needed.
MEMORANDUM

TO: Supervisor Clarkson & Members of the Town Board
FROM: Michael Cohen
DATE: January 13, 2016
SUBJECT: Permitting Fee for Road Races within the Town

No changes in rates recommended for 2016.

<table>
<thead>
<tr>
<th>Route Length</th>
<th>Base Fee</th>
<th>Participants</th>
<th>Variable Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Foot Race</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>2 Miles</td>
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<td>3.1 Miles (5K)</td>
<td>$800</td>
<td>100-249</td>
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<td>6.2 Miles (10K)</td>
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<td>10 Miles</td>
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<td>26.2 Miles</td>
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<td></td>
<td></td>
<td>&gt;2,000</td>
<td>As Approved</td>
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</table>

<table>
<thead>
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<th>Base Fee</th>
<th>Participants</th>
<th>Variable Fee</th>
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<tr>
<td>Bike Race</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>2 Miles</td>
<td>$200</td>
<td>1-24</td>
<td>$0</td>
</tr>
<tr>
<td>3.1 Miles (5K)</td>
<td>$350</td>
<td>25-99</td>
<td>$100</td>
</tr>
<tr>
<td>5 Miles</td>
<td>$400</td>
<td>100-199</td>
<td>$200</td>
</tr>
<tr>
<td>6.2 Miles (10K)</td>
<td>$500</td>
<td>200-299</td>
<td>$300</td>
</tr>
<tr>
<td>10 Miles</td>
<td>$800</td>
<td>300-399</td>
<td>$400</td>
</tr>
<tr>
<td>13.1 Miles</td>
<td>$1,500</td>
<td>400-499</td>
<td>$500</td>
</tr>
<tr>
<td>26.2 Miles</td>
<td>$2,900</td>
<td>500-599</td>
<td>$600</td>
</tr>
<tr>
<td></td>
<td></td>
<td>&gt;600</td>
<td>As Approved</td>
</tr>
</tbody>
</table>
THIS AGREEMENT, Made the __1st__ day of January in the year Two Thousand and Sixteen Between Town of Bethlehem - Party of the first part, and Water District No. 1 - Party of the second part.

WITNESSETH, That the said party of the first part has agreed to LET, and hereby does LET to the said party of the second part, and the said party of the second part has agreed to TAKE and hereby does TAKE from the said party of the first part, the following premises, viz:

Space on Second Floor at Town Hall, 445 Delaware Ave., Delmar, NY
With the privileges and appurtenances for and during the term of from the 1st day of January, 2016 which term will end December 31, 2016. And the said party of the second part covenant that they will pay to the party of the first part for the use of said premises, the yearly rent of Eleven Thousand and 00/100 Dollars ($11,000.00), to be paid Quarterly in Advance

AND PROVIDED FURTHER if said party of the second part shall fail to pay said rent, or any part thereof when it becomes due, it is agreed that said party of the first part may sue for the same, or re-enter said premises, or resort to any legal remedy. The party of the second part covenant that at the expiration of said term he will surrender up said premises to the party of the first part in as good condition as now, necessary wear and damage by the elements excepted.

WITNESS the hands and seals of the said parties, the day and year first above written.

IN PRESENCE OF

____________________________________
Landlord

____________________________________
Tenant
THIS AGREEMENT, Made the _1st___ day of January in the year Two Thousand and Sixteen Between Town of Bethlehem - Party of the first part, and Bethlehem Sewer District - Party of the second part.

WITNESSETH, That the said party of the first part has agreed to LET, and hereby does LET to the said party of the second part, and the said party of the second part has agreed to TAKE and hereby does TAKE from the said party of the first part, the following premises, viz:

Space on Second Floor at Town Hall, 445 Delaware Ave., Delmar, NY
With the privileges and appurtenances for and during the term of from the 1st day of January, 2016 which term will end December 31, 2016. And the said party of the second part covenant that they will pay to the party of the first part for the use of said premises, the yearly rent of Eleven Thousand and 00/100 Dollars ($11,000.00), to be paid Quarterly in Advance

AND PROVIDED FURTHER if said party of the second part shall fail to pay said rent, or any part thereof when it becomes due, it is agreed that said party of the first part may sue for the same, or re-enter said premises, or resort to any legal remedy. The party of the second part covenant that at the expiration of said term he will surrender up said premises to the party of the first part in as good condition as now, necessary wear and damage by the elements excepted.

WITNESS the hands and seals of the said parties, the day and year first above written.

IN PRESENCE OF

___________________________
Landlord

___________________________
Tenant
THIS AGREEMENT, Made the _1st___ day of January in the year Two Thousand and Sixteen Between Town of Bethlehem - Party of the first part, and Bethlehem Sewer District -Party of the second part.

WITNESSETH, That the said party of the first part has agreed to LET, and hereby does LET to the said party of the second part, and the said party of the second part has agreed to TAKE and hereby does TAKE from the said party of the first part, the following premises, viz:

Space at Town Highway Garage, 118 Adams Street, Delmar, NY.

With the privileges and appurtenances for and during the term of from the 1st day of January, 2016 which term will end December 31, 2016. And the said party of the second part covenant that they will pay to the party of the first part for the use of said premises, the yearly rent of Thirty-Three Thousand and 00/100 Dollars ($33,000.00), to be paid Quarterly in Advance

AND PROVIDED FURTHER if said party of the second part shall fail to pay said rent, or any part thereof when it becomes due, it is agreed that said party of the first part may sue for the same, or re-enter said premises, or resort to any legal remedy. The party of the second part covenant that at the expiration of said term he will surrender up said premises to the party of the first part in as good condition as now, necessary wear and damage by the elements excepted.

WITNESS the hands and seals of the said parties, the day and year first above written.

IN PRESENCE OF

______________________________
Landlord

______________________________
Tenant
Property Agreement

This agreement is effective January 1, 2016 between Richard Sayward, having a mailing address of 27 Patton Rd., Delmar, NY (hereinafter referred to as “Employee”) and The Town of Bethlehem (hereinafter referred to as “Employer”).

Whereas Employer is a municipal corporation located in Albany County, New York; and

Whereas Employer owns a house located on Town Property located at 27 Patton Road, Delmar, New York (hereinafter referred to as “The Residence”); and

Whereas Employee is presently employed by Employer as Chief Water Treatment Plant Operator (hereinafter “Employee’s Position”); and

Whereas Employer desires that Employee reside at The Residence so that he can monitor the Town Property when he is at The Residence but otherwise of duty; and

Whereas Employer wishes to establish by this agreement the terms under which Employee may be allowed to reside in The Residence,

Now, therefore, Employer and Employee hereby agree as follows:

1. Employment. This agreement shall govern the duties and benefits attendant to Employee’s use of The Residence. Nothing in this agreement is intended to affect the terms and conditions of his employment, including the term of his employment, his duties, pay grade and benefits, other than with respect to his use of this residence as set forth in this agreement. The obligations under the lease are separate and distinct from obligations under this agreement, but a violation of said lease shall immediately render employee’s rights under this Agreement null and void at the sole option of the Employer.

2. Lease. As a precondition to Employee’s use and continued use of The Residence, simultaneously herewith, Employee shall execute a lease in a form substantially the same as attached hereto as Exhibit “A”.

3. Duties with respect to The Residence. Employee shall assume the duties as set forth in Exhibit “B” as part of Employee’s Position. Employee shall not be entitled to additional pay or benefits, over and above the pay and benefits attendant to Employee’s Position, by reason of assuming these duties. Employee acknowledges that the benefits of this agreement shall not constitute creditable salary for the New York State Employees’ Retirement System. Employee agrees that the use of The Residence pursuant to the agreement shall constitute full consideration for the duties assumed herein, and/or those duties, if any, related to the care, upkeep and maintenance of The Residence, and is also accepted in full satisfaction of those claims, if any, existing or future, that could be made for overtime, compensatory time or any additional compensation including those that might be available under the Fair Labor Standards Act and/or New York Labor Law.

4. Choice of Law/Mandatory Forum. It is the intention of the parties hereto that this Agreement and the performance hereunder and all suits and special proceedings hereunder shall be
construed in accordance with the laws of the State of New York, and that any action, special proceeding, or other proceeding arising out of, in connection with, or by reason of this Agreement, shall be brought in Albany County, New York. This clause shall not preclude the Employer, as property owner, from seeking relief of any kind in relation to Employee’s obligations under the Lease for a local or county court with jurisdiction of such matters.

5. **Modification of Agreement.** No waiver or modification of the Agreement or of a covenant, condition or limitation herein contained shall be valid unless made in writing.

6. **Tax Advice.** Employee acknowledges that Employer has not provided any tax advice to the Employee as to the taxability of any benefit received by Employee hereunder.

Town of Bethlehem:

By: ________________________________  Dated: ______________

John M. Clarkson, Town Supervisor

Employee:

______________________________  Dated: __________________________

6.48.b

Attachment: 2016 Property Agreement 27 Patton Rd. (3373 : dpw leases)
Public Works Department salaries according to approved grade/step schedule for 2016

<table>
<thead>
<tr>
<th>TITLE</th>
<th>GRADE LEVEL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commissioner of Public Works</td>
<td>29</td>
</tr>
<tr>
<td>Deputy Commissioner of Public Works</td>
<td>26</td>
</tr>
<tr>
<td>Town Engineer, Paul Penman (Town Board appointed term through 12/31/16)</td>
<td>25</td>
</tr>
<tr>
<td>Director of Field Operations</td>
<td>23</td>
</tr>
<tr>
<td>Director of Administrative Services</td>
<td>23</td>
</tr>
<tr>
<td>Chief Water Treatment Plant Operator</td>
<td>23</td>
</tr>
<tr>
<td>Chief Sewage Treatment Plant Operator</td>
<td>23</td>
</tr>
<tr>
<td>Senior Civil Engineer</td>
<td>21</td>
</tr>
<tr>
<td>Deputy Chief Water Treatment Plant Operator</td>
<td>19</td>
</tr>
<tr>
<td>Assistant Engineer/Land Surveyor</td>
<td>19</td>
</tr>
<tr>
<td>Assistant Engineer (Civil)</td>
<td>19</td>
</tr>
<tr>
<td>Assistant Chief Wastewater Treatment Plant Operator</td>
<td>18</td>
</tr>
<tr>
<td>Utility Foreman II</td>
<td>18</td>
</tr>
<tr>
<td>Principal Engineering Technician</td>
<td>17</td>
</tr>
<tr>
<td>Utility Foreman I</td>
<td>16</td>
</tr>
<tr>
<td>Senior Water Treatment Plant Operator</td>
<td>16</td>
</tr>
<tr>
<td>Supervisor of Administration</td>
<td>16</td>
</tr>
<tr>
<td>Senior Sewage Treatment Plant Operator</td>
<td>16</td>
</tr>
<tr>
<td>Equipment Operator II – Maintenance Mechanic</td>
<td>15</td>
</tr>
<tr>
<td>Utility Locator</td>
<td>14</td>
</tr>
<tr>
<td>SCADA Automation Specialist</td>
<td>14</td>
</tr>
<tr>
<td>Senior Engineering Technician</td>
<td>14</td>
</tr>
<tr>
<td>Sewage Treatment Plant Operator</td>
<td>14</td>
</tr>
<tr>
<td>Water Treatment Plant Operator</td>
<td>13</td>
</tr>
<tr>
<td>Senior Water &amp; Sewer Maintenance Person</td>
<td>13</td>
</tr>
<tr>
<td>Equipment Operator II</td>
<td>13</td>
</tr>
<tr>
<td>Equipment Operator I</td>
<td>12</td>
</tr>
<tr>
<td>Procurement Clerk</td>
<td>12</td>
</tr>
<tr>
<td>Water and Sewer Maintenance Person</td>
<td>11</td>
</tr>
<tr>
<td>Senior Utility Billing Clerk</td>
<td>11</td>
</tr>
<tr>
<td>Engineering Technician</td>
<td>11</td>
</tr>
<tr>
<td>Administrative Aide</td>
<td>10</td>
</tr>
<tr>
<td>Laborer II</td>
<td>10</td>
</tr>
<tr>
<td>Water Treatment Plant Operator Trainee</td>
<td>9</td>
</tr>
<tr>
<td>Sewage Treatment Plant Operator Trainee</td>
<td>9</td>
</tr>
<tr>
<td>Utility Billing Clerk</td>
<td>8</td>
</tr>
<tr>
<td>Utility Service Helper</td>
<td>7</td>
</tr>
<tr>
<td>Laborer I</td>
<td>7</td>
</tr>
</tbody>
</table>

(Longevity pay to be added to above rates in accordance with Town Board policy)
MEMORANDUM

TO: Supervisor Clarkson & Members of the Town Board
FROM: George S. Kansas, P.E., Commissioner of Public Works
DATE: January 7, 2016
SUBJECT: Annual Organizational Town Board Meeting
Proposed Department of Public Works Fee Schedule - 2016

REQUESTED ACTION

The Department of Public Works is recommending that the Town Board approve the fee schedule below, effective on January 1, 2016.

Proposed 2016 Engineering Division Fee Structure

Engineering Division Hourly Fee Structure:

<table>
<thead>
<tr>
<th>Billing Title</th>
<th>Regular Time Hourly Rate (8:00 a.m. to 4:00 p.m., Monday through Friday)</th>
<th>Overtime Hourly Rate (all non-regular hours, including Town observed holidays)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commissioner of Public Works</td>
<td>$180.00</td>
<td>$270.00</td>
</tr>
<tr>
<td>Deputy Commissioner of Public Works</td>
<td>$145.00</td>
<td>$218.00</td>
</tr>
<tr>
<td>Town Engineer</td>
<td>$125.00</td>
<td>$188.00</td>
</tr>
<tr>
<td>Senior Engineer</td>
<td>$105.00</td>
<td>$158.00</td>
</tr>
<tr>
<td>Assistant Engineer</td>
<td>$90.00</td>
<td>$135.00</td>
</tr>
<tr>
<td>Principal Engineering Tech.</td>
<td>$85.00</td>
<td>$128.00</td>
</tr>
<tr>
<td>Senior Inspector</td>
<td>$80.00</td>
<td>$120.00</td>
</tr>
<tr>
<td>Senior Engineering Tech.</td>
<td>$75.00</td>
<td>$113.00</td>
</tr>
<tr>
<td>Inspector/Engineering Tech.</td>
<td>$70.00</td>
<td>$105.00</td>
</tr>
<tr>
<td>Survey or GPS Crew</td>
<td>$160.00</td>
<td>$240.00</td>
</tr>
<tr>
<td>Consultant Town Designated Engineering Firm</td>
<td>Per firm’s current contract rate +10% Admin.</td>
<td>Per firm’s current contract rate 10% Admin</td>
</tr>
</tbody>
</table>

Visit the Town of Bethlehem Website at http://www.townofbethlehem.org
Fire Hydrant Flow Testing Fees

Witnessing of Fire Flow Test (test by others) $175.00 per test

Performance of Fire Flow Test and Analysis $350.00 per test

Minor Subdivision, and Land Division Review Fees

Application Review Fee $115.00 / lot

Major Subdivision, Site Plan & Special Use Permit Review Fees

Application Fee $105.00
Review & Approval Fees Accrual basis per approved hourly rate schedule

Planned Development District Review Fees

For any portion of the area comprising the PDD that is subdivided into lots for single-family or two-family dwellings the fee shall be $115.00 per lot based on the final plat.

Plus, for any other residential units the fee shall be $75.00 per dwelling unit based on the final plat.

Plus, for any other commercial, service, and other non-residential uses, the fee shall be $550.00 for up to 4,999 gross sq. feet, $1,100.00 for between 5,000 and 9,999 gross sq. feet, and $1,625.00 for over 10,000 gross sq. feet of building area.

Mixed Economic Development District Review Fees

Reviews of all master-planning documents will be completed on an accrual basis using the approved hourly rate schedule. In addition, fees associated with the review of land subdivisions, special use permit or site plan applications based on the approved fee for each of those individual actions, as listed above.

Water, Sewer, Drainage, and Special Assessment District Review Fee

Review Fee Accrual basis per approved hourly rate schedule

Stormwater Management, Grading and Erosion & Sediment Control Review Fee

Grading, Erosion & Sediment Control Review for residential construction (w/ Building Permit Application) $200.00

Grading, Erosion & Sediment Control Review for pool and demolition permits (w/ Building Permit Application) $150.00

Grading, Erosion & Sediment Control Permit (including programmed inspections required by Town Stormwater Law)

0.25 acre to 1 acre disturbance $450.00
Greater than 1 acre disturbance-SWPPP Review (Not subject to additional Town permits) $1,350.00
Construction Compliance Field Inspection $200.00 per inspection
Violation Follow-up Inspection $350.00 per inspection
Stop Work Issuance $350.00
Note: If Construction Compliance Field Inspection or Violation Follow-up Inspection is completed by a Town Designated Engineering Firm, inspection Fees shall be at firm’s current contract rate for the actual hours worked and expenses, plus 10% for administration.

Backflow Prevention Device Review Fee
Review Fee $ 200.00

Service Charges
A service charge of 1.5% per month for balances due after 30 days.

<table>
<thead>
<tr>
<th>Proposed 2016 Water Division Fee Structure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Tap &amp; Meter $ 1,650.00</td>
</tr>
<tr>
<td>Meter Only $ 620.00</td>
</tr>
<tr>
<td>Hydro Seeding Permit $ 200.00</td>
</tr>
<tr>
<td>Frost Bottom $ 120.00</td>
</tr>
<tr>
<td>Meter test $ 60.00</td>
</tr>
<tr>
<td>Service calls $ 60.00 (Nights/Weekends $120.00)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Water Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Rate Tier</td>
</tr>
<tr>
<td>-----------------</td>
</tr>
<tr>
<td>Up to 500 CF</td>
</tr>
<tr>
<td>501 – 5,000 CF</td>
</tr>
<tr>
<td>5,001 – 50,000 CF</td>
</tr>
<tr>
<td>50,001 - 500,000 CF</td>
</tr>
<tr>
<td>500,001 CF and over</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Minimum Consumption and Bill by Meter Size (Residential and Commercial Customers Only)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meter Size</td>
</tr>
<tr>
<td>-------------------</td>
</tr>
<tr>
<td>5/8” &amp; 3/4”</td>
</tr>
<tr>
<td>1”</td>
</tr>
<tr>
<td>1 1/2”</td>
</tr>
<tr>
<td>2”</td>
</tr>
<tr>
<td>3”, 4”, 6”, 8” &amp; 10”</td>
</tr>
</tbody>
</table>

Basic Service Fee
Basic Water Service Fee of $5.00 for every bill

Notes:
1. All rates above are for customers within Town of Bethlehem Water Districts
2. Out-of-District customers will be billed twice In-District rates
3. A 10% late fee will be assessed on any bill not paid by the due date
**PROPOSED 2015 SEWER DIVISION FEE STRUCTURE**

Sewer Connection Permits
- Residential: $600.00
- Commercial: $1,100.00
- Industrial: $1,500.00

Additional/Follow-up inspections: $60.00 each

### SEWER RENT

<table>
<thead>
<tr>
<th>Sewer Rate Tier</th>
<th>Price</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Metered CCF of Public Water Consumption</td>
<td>$2.73 per CCF</td>
<td>3.5%</td>
</tr>
<tr>
<td>Customer on Private Water Supplies</td>
<td>$60.00 per quarter</td>
<td></td>
</tr>
</tbody>
</table>

**Basic Service Fee**

Basic Sewer Service Fee of $5.00 for every bill

**Notes:**
1. All rates above are for customers within Town of Bethlehem Sewer Districts
2. Out-of-District customers will be billed twice In-District rates
3. A 10% late fee will be assessed on any bill not paid by the due date

**RECOMMENDATION**

We recommend that the Town Board approve the rate structure proposed, effective January 1, 2016. We trust that this information is sufficient for approval by the Town Board. Please feel free to contact me if you have any questions in this regard.

cc: Comptroller
    R. Leslie
    P. Penman
Highway Department salaries according to approved grade/step schedule for 2016

<table>
<thead>
<tr>
<th>TITLE</th>
<th>GRADE LEVEL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Highway Foreman II</td>
<td>17</td>
</tr>
<tr>
<td>Highway Foreman I</td>
<td>16</td>
</tr>
<tr>
<td>Labor Sub-Foreman</td>
<td>15</td>
</tr>
<tr>
<td>Fleet Maintenance Foreman</td>
<td>15</td>
</tr>
<tr>
<td>Equipment Operator II – Maintenance Mechanic</td>
<td>15</td>
</tr>
<tr>
<td>Automotive Mechanic I</td>
<td>14</td>
</tr>
<tr>
<td>Equipment Operator II</td>
<td>13</td>
</tr>
<tr>
<td>Equipment Operator I</td>
<td>12</td>
</tr>
<tr>
<td>Laborer II</td>
<td>10</td>
</tr>
<tr>
<td>Laborer I</td>
<td>7</td>
</tr>
<tr>
<td>Seasonal Laborer (over 18)</td>
<td>$10.25/hour</td>
</tr>
<tr>
<td>Seasonal Driver (CDL Class A or B)</td>
<td>$20.00/hour</td>
</tr>
</tbody>
</table>
TO: Town Board Members
FROM: Richard Webster, Deputy Comptroller
DATE: January 5, 2016
RE: Insurance Renewals

Pursuant to Town Purchasing Policy, I would request that the Town Board authorize the supervisor to execute the insurance renewals for 2016

Travelers Insurance Company - (Package, Auto, Umbrella, Police Professional, Public Officials)

Travelers Insurance Company – (Public Employees Fidelity Bond)

Philadelphia Insurance – (Cyber Liability)

PERMA - (Workers Compensation)