

Public Hearing 6:45 pm – Proposed Local Law A of 2016
Amending Planning Board and Zoning Board term limits

TOWN OF NEW SCOTLAND
TOWN BOARD MEETING
April 13, 2016 - 7:00 PM
AGENDA

1. **Call to Order** *Mr. LaGrange*
2. **Pledge of Allegiance**
3. **State of the County discussion by Albany County Executive Daniel P. McCoy**
4. **Invitation to the General Public to Comment on Agenda Items: Please use the microphone available and state your name for the record** *Mr. LaGrange*
5. **Approval of the Minutes of the Following:** *Ms. Deschenes*
 - **March 1, 2016** **Special Town Board Meeting**
 - **March 9, 2016** **Regular Town Board Meeting**
 - **March 16, 2016** **Special Town Board Meeting**
 - **March 28, 2016** **Bid Opening**
6. **Thom Smith of Voorheesville Area Ambulance – discussion re: formation of a Town-wide EMS committee**
7. **Peter Henner discussion re: Time Warner Cable**
8. **Presentation of a proposal by Mr. Darrell Duncan & Mr. Gary Guyette**
9. **Discussion/Action Proposed Local Law A of 2016, a local law amending the Planning Board and Zoning Board term limits** *Mr. LaGrange Attachment #1*
10. **Discussion/Action re: Proposed Local Law B of 2016, amending zoning law by adding definition: “Agricultural Supply Facility”** *Mr. LaGrange Attachment #2*
11. **Discussion/Action re: Proposed Local Law C of 2016, amending sections of Chapter 190 of the zoning law** *Mr. LaGrange Attachment #3*
12. **Please note for record that no petition was filed on the referendum regarding Lease and License Agreement between the Town and New Salem Water District for the water tank site.** *Mr. LaGrange*
13. **Standard Work Day & Reporting Resolution for Highway Superintendent Kenneth Guyer (correction to 2/10/16 resolution) and Town Supervisor Douglas LaGrange** *Mr. Hennessy Jr Attachment #4*

14. **Ethics Board:** *Mr. LaGrange*
- Appointment of Justin Corcoran as Attorney to the Ethics Board with a term to expire 12/31/2016
 - Discussion/Action re: appointment of member of Ethics Board with a term to expire 12/31/2018
15. **Discussion/Action re: purchase of upgrade to Laser fiche from Version 7 to 9** *Mrs. Deschenes*
16. **Hilton Barn Relocation Capital Project:**
- ~~Award bid for foundation~~ *REMOVED* *Attachment #5*
 - ~~Award bid for sill restoration~~ *REMOVED* *Attachment #5a*
-
- Request for reduction of speed limit on Hilton Rd. *Mr. LaGrange*
17. **Discussion/Action re: Request for Proposals for utility audit services** *Mr. Greenberg*
18. **Discussion/Action re: bonding/financing of miscellaneous projects** *Mr. LaGrange*
Attachment #6
19. **Discussion/Action re: Swift Rd. Park baseball field improvements** *Mr. Hennessy Jr*
20. **Engineering:** *Mr. Hansen*
Attachment #7
- ~~Heldervale Water Intermunicipal Agreement~~ *REMOVED*
 - Update Highway Garage Floor Drains/Oil-Water Separator
21. **Highway Department:** *Mr. Guyer*
- Voorheesville Baseball Club field applications *Attachment #8*
 - Bid results & award for used paver *Attachment #8a*
 - Expenditure of Highway Monies 2016 *Attachment #8b*
 - Approval of summer hire Steven Matfeld at an hourly rate of \$12.50
 - Discussion/Action re: Dunbar Hollow Rd
22. **Fire and/or Ambulance:** *Mr. LaGrange*
Attachment #9
- Onesquethaw Volunteer Fire Co. Out of District Membership request for Kevin O'Neil of 33 Swan Place, Slingerlands, and a Regular Membership request for Sean Mattice of 33 Upper Flat Rock Rd.
-
- Update re: identifying fire hydrants by their use *Mr. LaChappelle*
23. **Discussion/Action re: 2016 Voorheesville Area Ambulance contract** *Mr. LaGrange*
Attachment #10

- | | |
|---|---|
| 24. Liaison Reports | <i>Various Board Members</i> |
| 25. Departmental Monthly Reports: <ul style="list-style-type: none">• Town Clerk, March 2016• Registrar, March 2016• Justice Adkins, February 2016• Justice Wukitsch, 2015 Annual and February 2016 monthly reports | <i>Attachment #11</i>
<i>Attachment #11a</i>
<i>Attachment #11b</i>
<i>Attachment #11c</i> |
| 26. Invitation to the Public to Discuss Non-Agenda Items | <i>Mr. LaGrange</i> |
| 27. Pay the Bills | <i>Mr. LaGrange</i>
<i>Attachment #12</i> |
| 28. Approve any Budget Modifications | <i>Mr. LaGrange</i>
<i>Attachment #13</i> |
| 29. Adjourn | <i>Mr. LaGrange</i> |

Town of New Scotland
Proposed
Local Law A of the Year 2016

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

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

Section I. Purpose and Findings

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

Section II. Authority

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

Section III. Amendments

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

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

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

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

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

Section IV. Severability

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

Section V. Effective Date

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

Section VI. Repeal of Other Laws

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

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

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

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

**Proposed
Town of New Scotland
Local Law B of the year 2016**

A Law Amending the Town of New Scotland Zoning Law.

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

SECTION I. BACKGROUND, PURPOSE AND FINDINGS

The Town’s Zoning Law currently does not permit a facility for the retail or wholesale sale of products primarily used for agriculture and agricultural activities, including sale of animal feed and seeds for farming. A large portion of the Town’s land is zoned for agricultural uses, and the Town has adopted a “right to farm” law. There appears to be a need in the Town for an establishment selling such goods, and the Town finds that it should be located near the farmers and agricultural customers that purchase goods for their farm operations, including the Residential Agriculture (RA) and Commercial (COM) zoning districts. The Town Board finds that this law is consistent with the Comprehensive Plan, will preserve the community character, and will benefit the comfort, public health and general welfare of the citizens of the Town.

SECTION II. AUTHORITY

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

SECTION III. AMENDMENTS

Chapter 190 of the Town of New Scotland Zoning Law is hereby amended as follows:

- A. Section 190-99, entitled “Definitions,” is hereby amended by adding the following definition:

Agricultural Supply Facility - A parcel of land located on a state or county road of at least 5 acres with a minimum of 500’ of fee frontage, used as a commercial business involving the retail and/or wholesale sale of products, by-products, and other related goods directly and customarily associated with agricultural activities with

a principal sales building not to exceed 5,000 sq ft. and with a maximum accessory buildings limit of 20,000 sq ft. for storage which may include semi-enclosed structures for display of goods. Remaining lands may be used for the growing and processing of raw product for sale and distribution, excluding livestock.

B. Section 190-12, entitled “RA Residential Agricultural,” of the Town of New Scotland Zoning Law is hereby amended by adding to subparagraph D, entitled uses permitted by Special Use, the following:

(20) Agricultural Supply Facility.

C. Section 190-17, entitled “COM Commercial,” of the Town of New Scotland Zoning Law is hereby amended by adding to subparagraph E, entitled uses permitted by Special Use, the following:

(17) Agricultural Supply Facility.

SECTION IV. VALIDITY

The invalidity of any word, section, clause, paragraph, sentence, part or provision of this local law shall not affect the validity of any other part of this local law which can be given effect without such invalid part or parts.

SECTION V. REPEAL OF OTHER LAWS

All local laws in conflict with provisions of this local law are hereby superseded. This local law supersedes any inconsistent provisions in Chapter 190 of the Town of New Scotland Zoning Law relating to zoning and permitted and special uses.

SECTION VI. EFFECTIVE DATE

This local law shall take effect immediately, as provided by law, upon filing with the Secretary of State, and publication thereof in the official newspaper of the Town of New Scotland.

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

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

**Proposed
Town of New Scotland
Local Law C of the year 2016**

A Law Amending the Town of New Scotland Zoning Law.

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

SECTION I. BACKGROUND, PURPOSE AND FINDINGS

Articles 25AA and 25AAA of the New York State Agriculture and Markets Law recognize that agricultural lands are irreplaceable assets, and the State should provide certain protections for farms, farmland, and agriculture uses. The protections under Section 301 of the Agricultural and Markets Law apply to farmland of not less than seven (7) acres used as a single operation. In 2006, the Town of New Scotland adopted a local “Right to Farm Law” pursuant to Local Law No. 5 of 2006 to ensure that local farms are protected. Various provisions of the Town of New Scotland Zoning Law permit “farming activity” and agricultural uses in certain zoning districts. The Zoning Law makes distinctions between farming activity on: (1) parcels of land that are less than five (5) acres, and (2) parcels of land that are greater than five (5) acres. In general, the Zoning Law classifies whether the agricultural use is permitted, or permitted by special use permit in certain districts, based on the size of the parcel and the nature of the farming activity. In the interest of consistent regulation and enforcement of farm activities, and other considerations, the Town Board finds that the Zoning Law regulations should correlate to the seven (7) acre threshold used in Article 25AA of the New York Agriculture and Markets Law, and the determination of whether a special use permit is needed for farming activity in certain districts should be based on a seven (7) acre minimum/threshold. The Town Board finds that the minimum acreage requirements, and regulation of farming activity facilitated by this law and the Town’s “Right to Farm Law” enacted pursuant to Local Law No. 5 of 2006 will foster compatible uses of land in neighborhoods with residential or other uses while continuing to protect and conserve farms and farmland. The Town Board further finds that this law is consistent with the Comprehensive Plan, will preserve the community character, and will benefit the comfort, convenience, public health and general welfare of the citizens of the Town.

SECTION II. AUTHORITY

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

SECTION III. AMENDMENTS

Chapter 190 of the Town of New Scotland Zoning Law is hereby amended as follows:

- A. Section 190-11, entitled “RF Residential Forestry,” of the Town of New Scotland Zoning Law is hereby amended by:
 - (1) deleting paragraph (C)(2) and replacing it with the following:
 - (2) Agriculture: farms and nurseries (more than seven acres), including display and sale of products raised, except hogs and pigs.
 - (2) deleting paragraph (D)(16) and replacing it with the following:
 - (16) Horses, less than seven acres.

- B. Section 190-12, entitled “RA Residential Agricultural,” of the Town of New Scotland Zoning Law is hereby amended by:
 - (1) deleting paragraph (C)(2) and replacing it with the following:
 - (2) Agriculture: farms and nurseries (more than seven acres), including display and sale of products raised, except hogs and pigs.
 - (2) deleting paragraph (D)(18) and replacing it with the following:
 - (18) Horses, less than seven acres.

- C. Section 190-13, entitled “MDR Medium Density Residential,” of the Town of New Scotland Zoning Law is hereby amended by:
 - (1) deleting paragraph (C)(1) and replacing it with the following:
 - (1) Agriculture: farms and nurseries (more than seven acres), including display and sale of products raised, except hogs and pigs.
 - (2) deleting paragraph (D)(9) and replacing it with the following:
 - (9) Horses, less than seven acres.

- D. Section 190-14, entitled “R2 Residential Conservation,” of the Town of New Scotland Zoning Law is hereby amended by:

- (1) deleting paragraph (C)(2) and replacing it with the following:
 - (2) Agriculture: farms and nurseries (more than seven acres), including display and sale of products raised, except hogs and pigs.
 - (2) deleting paragraph (D)(11) and replacing it with the following:
 - (11) Horses, less than seven acres.
- E. Section 190-15, entitled “RH Residential Hamlet,” of the Town of New Scotland Zoning Law is hereby amended by:
- (1) deleting paragraph (C)(1) and replacing it with the following:
 - (1) Agriculture: farms and nurseries (more than seven acres), including display and sale of products raised, except hogs and pigs.
 - (2) deleting paragraph (D)(15) and replacing it with the following:
 - (15) Horses, less than seven acres.
- F. Section 190-17, entitled “COM Commercial,” of the Town of New Scotland Zoning Law is hereby amended by:
- (1) deleting paragraph (D)(1) and replacing it with the following:
 - (1) Agriculture: farms and nurseries (more than seven acres), including display and sale of products raised, except hogs and pigs.
 - (2) deleting paragraph (E)(16) and replacing it with the following:
 - (16) Horses, less than seven acres.
- G. Section 190-18, entitled “IND Industrial,” of the Town of New Scotland Zoning Law is hereby amended by:
- (1) deleting paragraph (D)(1) and replacing it with the following:
 - (1) Agriculture: farms and nurseries (more than seven acres), including display and sale of products raised, except hogs and pigs.
 - (2) deleting paragraph (E)(9) and replacing it with the following:

(9) Horses, less than seven acres.

H. Section 190-29. Entitled “Yard and Height regulations,” of the Town of New Scotland Zoning Law is hereby amended by adding the following:

E. Determination of Minimum Acreage requirements for agricultural uses, including personal farming activity, farming, stables, nursery, and boarding of horses. When calculating the acreage of a lot or parcel of land used, or proposed to be used, for agricultural purposes, the following shall be excluded when determining whether the parcel satisfies the seven acre threshold:

- (1) streams, ponds, lakes and water bodies;
- (2) private streets; and
- (3) if a residence is located on the parcel or lot, one acre shall be excluded for each residential dwelling.

I. Section 190-99, entitled “Definitions,” is hereby amended by:

(1) deleting the definition of “FARMING ACTIVITY, PERSONAL” and adding:

FARMING ACTIVITY, PERSONAL – A parcel of land less than seven acres used for farming, agricultural and/or nursery activities. The display and sale of products grown on site for retail purposes and the raising of livestock, poultry or fowl (except hogs and pigs) shall be allowed only by special use permit. The provisions of this definition shall not apply to family garden produce grown on site for personal consumption.

(2) deleting the definition of “FARMING, AGRICULTURE OR NURSERY” and adding the following:

FARMING, AGRICULTURE OR NURSERY – A parcel of land of at least seven acres, used for cultivation, pasture or other customary agricultural or nursery purpose(s), including the display and sale of products raised on land owned or controlled by said party, providing that 50% or more of the products sold by said party are produced by said party, and the raising of stock and poultry except hogs and pigs.

- (3) by deleting the definition of “STABLE , PRIVATE” and adding the following:

STABLE, PRIVATE – An accessory building and arena in which horses are kept, exercised or trained for private use and not for remuneration, hire, or sale. For lots under seven acres, the maximum number of horses that can be kept for private use is Four. For lots over (seven) acres, one additional horse may be kept for each additional two acres of land.

SECTION IV. VALIDITY

The invalidity of any word, section, clause, paragraph, sentence, part or provision of this local law shall not affect the validity of any other part of this local law which can be given effect without such invalid part or parts.

SECTION V. REPEAL OF OTHER LAWS

All local laws in conflict with provisions of this local law are hereby superseded. This local law supersedes any inconsistent provisions in: (A) Chapter 190 of the Town of New Scotland Zoning Law relating to zoning and permitted and special uses, and (B) Local Law No. 5 of 2006, entitled “Right to Farm Law of the Town of New Scotland.”.

SECTION VI. EFFECTIVE DATE

This local law shall take effect immediately, as provided by law, upon filing with the Secretary of State, and publication thereof in the official newspaper of the Town of New Scotland.

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

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



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

Standard Work Day and Reporting Resolution

RS 2417-A

(12/10)

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

Title	Name	Social Security Number (Last 4 digits)	Registration Number	Standard Work Day (Hrs/day)	Term Begins/Ends	Participates in Employer's Time Keeping System (Y/N)	Days/Month (based on Record of Activities)	Tier 1 (Check only if member is in Tier 1)	Not Submitted (Check box if no record of activities completed or timekeeping system)
Elected Officials									
Highway Superintendent	Kenneth Guyer	xxxx	xxxxxx39	7	1/1/2016-12/31/2017	N	22.54	<input type="checkbox"/>	<input type="checkbox"/>
Town Supervisor	Douglas LaGrange	xxxx	xxxxxx42	7	1/1/2016-12/31/2017	N	25.50	<input type="checkbox"/>	<input type="checkbox"/>
								<input type="checkbox"/>	<input type="checkbox"/>
								<input type="checkbox"/>	<input type="checkbox"/>
Appointed Officials									
								<input type="checkbox"/>	<input type="checkbox"/>
								<input type="checkbox"/>	<input type="checkbox"/>
								<input type="checkbox"/>	<input type="checkbox"/>

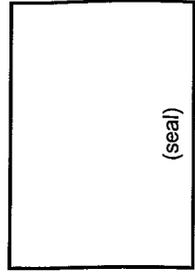
If additional rows are needed, please use form RS2417-B and attach.

On this 20 day of April, 2016 Date enacted: 04/13/2016
 I, Diane Deschenes, Town Clerk (Signature of clerk) of the State of New York, do hereby certify that I have compared the foregoing with the original resolution passed by such board, at a legally convened meeting held on the 13th day of April, 2016 on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

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

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

This document consists of 1 page(s) (see additional RS2417-B forms attached).



(seal)



www.townofnewscotland.com

TOWN OF NEW SCOTLAND

Parks Department
765-2681
tcampagna@townofnewscot

Ken Guyer
Highway Superintendent
kguyer@townofnewscot

OFFICE USE ONLY
Date Request Received _____ Date Permit Issued _____
Confirmed or Rejected _____

TOWN OF NEW SCOTLAND FIELD USE PERMIT

Today's Date: 2-25-16

Name of League / Individual: Voorheesville Baseball Club - ENYTB-14

Name of Person Responsible: JAMES CONWAY

Address: 75 Springfield Dr Phone (H): 765-0089
Voorheesville 12186 (W): 852-5031 852-4721

Field Requested (Check one):

Swift Road: Adult Softball _____ Adult Baseball Youth Softball _____ Youth Baseball _____
Youth Soccer _____ Youth Lacrosse _____ Basketball _____

Feura Bush: Adult Softball _____ Youth Softball _____ Youth Soccer _____ Youth Lacrosse _____

Date Field Requested: Late April - July Day of Week: ALL

Time: Weekdays 5-9 To: Weekends 9-9 Size of Group: under 15/team

League Contact Person: Steve Rycheik Daytime Phone: 365-2119

*******TEAM SCHEDULE AND ROSTER MUST ACCOMPANY PERMIT APPLICATION*******

The person listed below is legally responsible for any and all action of the field/pavilion users while they are at the Town of New Scotland park facility. This person will be held financially responsible for any and all damages to park property caused by a member of his/her group. The person is responsible for his/her group's adherence to all permit guidelines and the Rules and Regulations for Use of Town Parks.

The person responsible hereby acknowledges that he/she has read, understands and agrees to comply with the policies outlined on the back of this form and the enclosed Rules and Regulations for Use of Town Parks. The person responsible further verifies that he/she is 21 year or older.

The Person responsible hereby requests reservation of the Town of New Scotland field / pavilion above, for the date(s), times, and purpose shown. He/she, on behalf of organization, further agrees to hold harmless and completely indemnify the Town of New Scotland, its officers, agents, and employees from and against all liability.

James Conway
Signature of Person Responsible

2-25-16
Date

This permit must accompany person responsible for the event.

LAST MAN STANDING TOURNAMENT REQUEST
July 29-31st Both Fields

ATTACHMENT #8



www.townofnewscotland.com

TOWN OF NEW SCOTLAND

Parks Department
765-2681
tcampana@townofnewscotland.com

Ken Guyer
Highway Superintendent
kguyer@townofnewscotland.com

OFFICE USE ONLY	
Date Request Received _____	Date Permit Issued _____
Confirmed or Rejected _____	

TOWN OF NEW SCOTLAND FIELD USE PERMIT

Today's Date: 2-25-16

Name of League / Individual: Voorheesville Baseball Club - ENYTB - 14

Name of Person Responsible: JAMES CONWAY

Address: 75 Springfield Dr Phone (H): 765-0089
Voorheesville 12186 (W): 852-5031 852-4721

Field Requested (Check one):
 Swift Road: Adult Softball _____ Adult Baseball Youth Softball _____ Youth Baseball _____
 Youth Soccer _____ Youth Lacrosse _____ Basketball _____

Feura Bush: Adult Softball _____ Youth Softball _____ Youth Soccer _____ Youth Lacrosse _____

Date Field Requested: Late April - July Day of Week: ALL

Time: Weekdays 5-9 To: Weekends 9-9 Size of Group: Under 15/team

League Contact Person: Rich Groves Daytime Phone: 229-7445

*****TEAM SCHEDULE AND ROSTER MUST ACCOMPANY PERMIT APPLICATION*****

The person listed below is legally responsible for any and all action of the field/pavilion users while they are at the Town of New Scotland park facility. This person will be held financially responsible for any and all damages to park property caused by a member of his/her group. The person is responsible for his/her group's adherence to all permit guidelines and the Rules and Regulations for Use of Town Parks.

The person responsible hereby acknowledges that he/she has read, understands and agrees to comply with the policies outlined on the back of this form and the enclosed Rules and Regulations for Use of Town Parks. The person responsible further verifies that he/she is 21 years of age or older.

The Person responsible hereby requests reservation of the Town of New Scotland field / pavilion above, for the date(s), times, and purposes shown. He/she, on behalf of organization, further agrees to hold harmless and completely indemnify the Town of New Scotland, its officer, agents, and employees from and against all liability.

James Conway
Signature of Person Responsible

2-25-16
Date

This permit must accompany person responsible for the event.

LAST MAN STANDING TOURNAMENT REQUEST
~~July~~ July 29-31st Both Fields



www.townofnewscotland.com

TOWN OF NEW SCOTLAND

Parks Department
765-2681
tcampana@townofnewscotland.com

Ken Guyer
Highway Superintendent
kguyer@townofnewscotland.com

OFFICE USE ONLY
Date Request Received _____ Date Permit Issued _____
Confirmed or Rejected _____

TOWN OF NEW SCOTLAND FIELD USE PERMIT

Today's Date: 2-25-16

Name of League / Individual: Voorheesville Baseball Club - ENYTB - ~~12~~ 12

Name of Person Responsible: JAMES CONWAY

Address: 75 Springfield Dr Phone (H): 765-0089
Voorheesville 12186 (W): 852-5031 852-4721

Field Requested (Check one):
 Swift Road: Adult Softball _____ Adult Baseball _____ Youth Softball _____ Youth Baseball
 Youth Soccer _____ Youth Lacrosse _____ Basketball _____

Feura Bush: Adult Softball _____ Youth Softball _____ Youth Soccer _____ Youth Lacrosse _____

Date Field Requested: Late April - July Day of Week: ALL

Time: Weekdays 5-9 To: Weekends 9-9 Size of Group: under 15/team

League Contact Person: Jim Conley Daytime Phone: 573-5458

*****TEAM SCHEDULE AND ROSTER MUST ACCOMPANY PERMIT APPLICATION*****

The person listed below is legally responsible for any and all action of the field/pavilion users while they are at the Town of New Scotland park facility. This person will be held financially responsible for any and all damages to park property caused by a member of his/her group. The person is responsible for his/her group's adherence to all permit guidelines and the Rules and Regulations for Use of Town Parks.

The person responsible hereby acknowledges that he/she has read, understands and agrees to comply with the policies outlined on the back of this form and the enclosed Rules and Regulations for Use of Town Parks. The person responsible further verifies that he/she is 21 years of age or older.

The Person responsible hereby requests reservation of the Town of New Scotland field / pavilion above, for the date(s), times, and purposes shown. He/she, on behalf of organization, further agrees to hold harmless and completely indemnify the Town of New Scotland, its officer, agents, and employees from and against all liability.

James Conway
Signature of Person Responsible

2-25-16
Date

This permit must accompany person responsible for the event.

LAST MAN STANDING TOURNAMENT REQUEST
~~From~~ July 29-31st Both Fields



www.townofnewscotland.com

TOWN OF NEW SCOTLAND

Parks Department
765-2681
tcampana@townofnewscotland.com

Ken Guyer
Highway Superintendent
kguyer@townofnewscotland.com

OFFICE USE ONLY
Date Request Received _____ Date Permit Issued _____
Confirmed or Rejected _____

11's

TOWN OF NEW SCOTLAND FIELD USE PERMIT

Today's Date: 2-25-16

Name of League / Individual: Voorheesville Baseball Club - ENYTB - 11

Name of Person Responsible: JAMES CONWAY

Address: 75 Springfield Dr Phone (H): 765-0089
Voorheesville 12186 (W): 852-5031 852-4721

Field Requested (Check one):

Swift Road: Adult Softball _____ Adult Baseball _____ Youth Softball _____ Youth Baseball
Youth Soccer _____ Youth Lacrosse _____ Basketball _____

Feura Bush: Adult Softball _____ Youth Softball _____ Youth Soccer _____ Youth Lacrosse _____

Date Field Requested: Late April - July Day of Week: ALL

Time: Weekdays 5-9 To: Weekends 9-9 Size of Group: under 15/team

League Contact Person: Ed Obertubbesing Daytime Phone: 301-4756

*****TEAM SCHEDULE AND ROSTER MUST ACCOMPANY PERMIT APPLICATION*****

The person listed below is legally responsible for any and all action of the field/pavilion users while they are at the Town of New Scotland park facility. This person will be held financially responsible for any and all damages to park property caused by a member of his/her group. The person is responsible for his/her group's adherence to all permit guidelines and the Rules and Regulations for Use of Town Parks.

The person responsible hereby acknowledges that he/she has read, understands and agrees to comply with the policies outlined on the back of this form and the enclosed Rules and Regulations for Use of Town Parks. The person responsible further verifies that he/she is 21 years of age or older.

The Person responsible hereby requests reservation of the Town of New Scotland field / pavilion above, for the date(s), times, and purposes shown. He/she, on behalf of organization, further agrees to hold harmless and completely indemnify the Town of New Scotland, its officer, agents, and employees from and against all liability.

James Conway
Signature of Person Responsible

2-25-16
Date

This permit must accompany person responsible for the event.

LAST MAN STANDING TOURNAMENT REQUEST
~~July~~ July 29-31st Both Fields



TOWN OF NEW SCOTLAND

Ken Guyer
Highway Superintendent
Highway/Parks/Recreation
kgyer@townofnewscotland.com
2869 New Scotland Road
Voorheesville, NY 12186
518.765.2681
518.475.0385
Fax 518.765.4009

March 28, 2016

Town of New Scotland
Town Board

Board Members,

I reviewed the results of the bid opening held on March 28, 2016, for a Used Asphalt Paver. Only one bid was received. I recommend accepting the following bid:

2006 Mauldin Asphalt Paver for \$40,000.

Harry Lambert
945 Deans Mill Road
Ravena, NY 12143

Sincerely,

Ken Guyer
Town of New Scotland
Highway Superintendent

ATTACHMENT #8a

2016 AGREEMENT FOR THE EXPENDITURE OF HIGHWAY MONEYS

AGREEMENT between the Highway Superintendent of the Town of New Scotland, Albany County, New York, and the undersigned members of the Town Board.

Pursuant to the provisions of Section 284 of the Highway Law, we agree that moneys levied and collected in the Town for the repair and improvement of highways, and received from the State for State Aid for the repair and improvement of highways, shall be expended as follows:

1. GENERAL REPAIRS. The sum of \$ 515,000.00 shall be set aside to be expended for primary work and general repairs upon 6.95 miles of Town highways, including sluices, culverts, and bridges having a span of less than five feet and boardwalks or the renewals thereof.

2. PERMANENT IMPROVEMENTS. The following sums shall be set aside to be expended for the permanent improvement of Town Highways:

(a) On Clipp Road commencing at 166 Clipp and leading to SR443, a distance of 4300 feet, there shall be expended not over the sum of \$ 52,976.00 .

Type #6 top
Width of traveled surface 18 ft.
Thickness 2 1/2"
Subbase Asphalt

(b) On Koonz Road commencing at SR156 and leading to Hennessey Road, a distance of 4500 feet, there shall be expended not over the sum of \$ 55,440.00.

Type #6 Top
Width of traveled surface 18 ft.
Thickness 2 1/2"
Subbase Asphalt

(c) On Krumkill Road commencing at 786 Krumkill Road and leading to 750 Krumkill Road, a distance of 1200" feet, there shall be expended not over the sum of \$ 14,784.00 .

Type #6 Top
Width of traveled surface 22 ft
Thickness 2"
Subbase Asphalt

(d) On Krumkill Road commencing at 698 Krumkill Road and leading to SeaBee Lane, a distance of 2600 feet, there shall be expended not over the sum of \$ 32,032.00 .

Type #6 Top
Width of traveled surface 22 ft
Thickness 2"
Subbase Asphalt

2016 AGREEMENT FOR THE EXPENDITURE OF HIGHWAY MONEYS

Page 2

- (e) On Waldenmaier Road commencing at SR443 and leading to Bethlehem Town Line, a distance of 3500 feet, there shall be expended not over the sum of \$ 44,660.00.

Type #6 Top
Width of traveled surface 19' ft
Thickness 2 1/2"
Subbase Asphalt

- (f) On Orchard Hill Road commencing at Bullock Road and leading to CR 308, a distance of 6000' feet, there shall be expended not over the sum of \$ 73,920.00.

Type #6 Top
Width of traveled surface 18 ft
Thickness 2 1/2"
Subbase Asphalt

- (g) On Upper Flat Rock Road commencing at power lines and leading to SR443, a distance of 3800 feet, there shall be expended not over the sum of \$46,816 .00.

Type #6 Top
Width of traveled surface 18 ft
Thickness 2 1/2"
Subbase Asphalt

- (h) On Lower Flat Rock Road commencing at SR443 and leading to 165 Lower Flat Rock Road, a distance of 1584 feet, there shall be expended not over the sum of \$ 19,536.00.

Type #6 Top
Width of traveled surface 18 ft
Thickness 2 1/2"
Subbase Asphalt

- (i) On Lower Flat Rock Road commencing at 184 Lower Flat Rock Road and leading to SR32, a distance of 2800 feet, there shall be expended not over the sum of \$ 34,496.00.

Type #6 Top
Width of traveled surface 18 ft
Thickness 2 1/2"
Subbase Asphalt

- (j) On New Salem South Road commencing at 243 New Salem South Road and leading to SR85, a distance of 6400 feet, there shall be expended not over the sum of \$ 78,848.00.

Type #6 Top
Width of traveled surface 18 ft
Thickness 2 1/2"
Subbase Asphalt

Executed in duplicate this _____ day of _____, 20_____

Town Supervisor

Councilwoman

Councilwoman

Councilman

Councilman

Town Superintendent of Highways

County Superintendent of Highways

NOTE: This Agreement should be signed in duplicate by a majority of the members of the Town Board and by the Town Superintendent. Both copies must be approved by the County Superintendent. One copy must be filed in the Town Clerk's Office and one in the County Superintendent's office.
COPIES DO NOT HAVE TO BE FILED IN ALBANY.

Onesquethaw Volunteer Fire Company, Inc.

P.O. Box E

Clarksville, New York 12041-0029

CLARKSVILLE
UNIONVILLE
FEURA BUSH

Town of New Scotland

2029 New Scotland Rd

Slingerlands, NY 12159

April 1, 2016

Attention: Diane Deschenes- Town Clerk

Onesquethaw Volunteer Fire Company, Inc., has received an application for an out of district membership from the following individual(s):

Regular member- Sean Mattice of 33 Upper Flat Rock Rd Delmar, NY 12054

Regular member- Kevin O'Neil of 33 Swan Pl. Slingerlands, NY 12159 (out of district)

We are requesting the Town of New Scotland Town Board to review and approve as submitted for membership into the Onesquethaw Volunteer Fire Company.

If there are any questions, I can be contacted at the number listed below.

Respectfully,

Florence Wright

Membership Secretary

Onesquethaw Volunteer Fire Company

518-768-2823

CC: Member file

ATTACHMENT #9

**AGREEMENT BETWEEN VILLAGE OF VOORHEESVILLE, TOWN OF NEW
SCOTLAND AND VOORHEESVILLE AREA AMBULANCE SERVICE, INC. FOR
EMERGENCY AMBULANCE SERVICE
January 1, 2016 – December 31, 2016**

THIS AGREEMENT, made the 1st day of January, 2016, between the **VILLAGE TRUSTEES OF THE VILLAGE OF VOORHEESVILLE, STATE OF NEW YORK**, (hereinafter “VILLAGE”), the **TOWN BOARD OF THE TOWN OF NEW SCOTLAND, STATE OF NEW YORK**, (hereinafter “TOWN), and the **VOORHEESVILLE AREA AMBULANCE SERVICE, INC.**, (hereinafter “VAAS”), a not-for-profit corporation organized and existing under the laws of the State of New York, with its office and principal place of business in the VILLAGE;

WITNESSETH:

WHEREAS, the VILLAGE and TOWN, pursuant to the authority of Article 6 of the General Municipal Law are authorized to provide for emergency medical and general ambulance services; and

WHEREAS, there has been duly established within the TOWN, a fire protection district known as the “New Salem Fire Protection District”, (hereinafter “DISTRICT”), embracing territory within said TOWN and outside the VILLAGE, which DISTRICT is more fully described in the Resolutions establishing and extending the DISTRICT; and

WHEREAS, VAAS operates a New York State certified ambulance service and possesses a valid certificate to operate within the VILLAGE and DISTRICT pursuant to Article 30 of the Public Health Law; and

WHEREAS, the VILLAGE and TOWN, as part of a comprehensive regulatory plan to manage the delivery of emergency medical services in the VILLAGE and DISTRICT, desire to

establish and maintain a contractual arrangement with VAAS to provide ambulance service, with the provision that VAAS pursue revenue recovery for services provided within the VILLAGE and DISTRICT, with such revenue received to be used to reduce the annual subsidy provided by the VILLAGE and TOWN to VAAS.

NOW, THEREFORE, the VILLAGE and TOWN do contract with VAAS to furnish emergency ambulance service to the VILLAGE and TOWN, and VAAS agrees to furnish such ambulance service, in the manner subject to the following provisions:

1. TERM

This AGREEMENT shall be effective from January 1, 2016 to December 31, 2016, and may be renewed on a six-month basis.

2. VAAS OBLIGATIONS

A. VAAS shall provide Basic Life Support (BLS) ambulance and emergency medical services to residents of the VILLAGE and DISTRICT and to non-residents for medical emergencies occurring in the VILLAGE and DISTRICT. VAAS will be solely responsible for supplying, maintaining, and equipping ambulances, and for providing personnel for the provision of such BLS service, and shall comply with the lawful mandates of the State of New York Department of Health and Regional Emergency Medical Organization for the operation of such service.

B. VAAS shall provide ambulance and emergency medical services twenty-four (24) hours a day, seven days per week; except that the parties recognize that the County of Albany will also provide emergency medical services Monday through Friday, between the hours of 6am and 6pm.

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

- C VAAS shall seek revenue recovery from persons utilizing the ambulance service..
- D. On a quarterly basis, VAAS shall provide the VILLAGE and TOWN with copies of a summary and statements provided by its billing vendor showing the money received and accounts receivable from revenue recovery for all calls that require transport.
- E. On a semi-annual basis, no later than the second week of January and July, VAAS shall provide the VILLAGE and TOWN with a calculation of the net revenue received from calls originating over the preceding six month period (July to December and January to June). “Net revenue received” shall mean the total amount of payments received from patients and/or their insurers exclusive of any unrecoverable deductibles

or co-pays during the aforesaid five month period regardless of when the service was provided.

- F. On a semi-annual basis, VAAS shall provide the VILLAGE and TOWN a detailed report showing revenue received as deducted from the contract amount.
- G. VAAS shall participate in mutual aid agreements with other EMS providers so as to provide for the availability of additional ambulances as may be needed.
- H. On a monthly basis, VAAS shall reimburse the VILLAGE or DISTRICT, as the case may be, for the cost of fuel consumed by VAAS at the VILLAGE's or DISTRICT's cost for the fuel.
- I. VAAS shall provide the VILLAGE and TOWN with information concerning the usual and customary charges for the emergency medical services provided and assist the VILLAGE and TOWN in establishing the approved rates to be collected through revenue recovery.
- J. In the event that the VILLAGE, TOWN and/or County of Albany enter into an agreement regarding the billing of Advanced Life Support (ALS) services, VAAS agrees to cooperate and facilitate such process to the fullest extent possible. However, VAAS will not bear additional expense nor compromise its ability to pursue revenue recovery to enable billing for ALS services. Any future arrangement regarding ALS will be the subject of a separate Agreement.

- K. VAAS shall provide to the VILLAGE and TOWN annually the names of its members (“Volunteers”), the names of its Officers, the status of each Volunteer as to skill levels, and data required for LOSAP. VAAS shall also provide the VILLAGE and TOWN annually the name of any person or entity VAAS contracts with to supplement its Volunteers.
- L. VAAS shall submit the Ambulance Service’s budget to the VILLAGE and TOWN for the following calendar year no later than September 1st of the current contract year.
- M. Should VAAS propose any changes in the terms or conditions for future contracts that deviate from this current contract, VAAS shall seek to present those proposed changes to the VILLAGE and TOWN for discussion more than 60 days before the expiration date of the existing approved contract.

3. VILLAGE and TOWN OBLIGATIONS

- A. The VILLAGE and TOWN shall agree to an apportionment for purposes of calculating amounts levied and allocation of revenue recovered. For the period of this Agreement, the allocation is 61% to the TOWN and 39% to the VILLAGE.
- B. The 2016 budgeted contract amount between VAAS and the VILLAGE and TOWN is \$78,770.00; with the VILLAGE’s 39% share of the 2016 budgeted amount being \$30,720.00, and the TOWN’s 61% share being \$48,050.00.

- C. In consideration for services provided by VAAS, the VILLAGE and TOWN shall each provide VAAS with semi-annual payments (hereinafter “Semi-Annual Contract Amount”) on or before the 15th day of February and August. The first installment of the Semi-Annual Contract Amount Payment from the Town and Village shall be equal to one-half the total contract amount.
- D. The second installment of the Semi-Annual Contract Amount payment shall be adjusted to reflect the amount of revenue actually recovered through revenue recovery for the period from January 1, 2016 to June 30, 2016. By January 31, 2017, VAAS will remit to the Town and Village in proportionate amounts, any revenue recovery amounts from July through December 2016, calculated through year-end.
- E. The VILLAGE and TOWN will enact such lawful resolutions as necessary to affect the intended purposes of this AGREEMENT, including resolutions authorizing waiver of co-pays and deductibles and for the approval of rates for services provided by VAAS.
- F. The VILLAGE and TOWN shall each provide VAAS with access to VILLAGE and DISTRICT fuel pumps for refueling ambulance vehicles. The charge for such fuel shall be at the VILLAGE’s or DISTRICT’s respective cost at the time of usage. These charges shall be billed by the VILLAGE and TOWN to VAAS on a monthly basis as a separate agreement and will not appear as an adjustment on any other billing statements between the parties.

- G. Should the VILLAGE or TOWN propose any changes in the terms or conditions for future contracts that deviate from this current contract, that party shall seek to present those proposed changes to the other parties to this AGREEMENT for discussion more than 60 days before the expiration date of the existing approved contract.
- H. The VILLAGE and TOWN will cooperate with VAAS in the study and development of a comprehensive TOWN-wide plan for ambulance services with the expectation that such a plan will be developed for implementation as soon as reasonably practicable.

4. REVENUE RECOVERY

VAAS, as the transporting agency shall bill patients, their insurers (including private insurers, Medicare and Medicaid) and guarantors at the usual and customary rates for the provision of ambulance and emergency medical services. Bills for services will only be submitted to patients transported to or from a health care or health related facility or as otherwise permitted by law. The expenses incurred for revenue recovery shall be borne by VAAS and VAAS may contract with vendor(s) to provide revenue recovery services.

5. INDEMNITY

To the fullest extent permitted by law, VAAS shall indemnify and hold harmless the VILLAGE and TOWN for any claims for personal injuries or other damages arising out of VAAS's operations under the AGREEMENT. To the fullest extent permitted by law, the VILLAGE and TOWN shall indemnify and

hold harmless each other, and VAAS, for any claims or damages arising out of the their respective obligations under this AGREEMENT.

6. INSURANCE

- A. VAAS shall procure and maintain general liability and insurance with limits of no less than \$1 million dollars per occurrence and shall name both the VILLAGE and TOWN as additional insureds under such policy(ies) for claims arising out of the operations of VAAS in providing emergency medical care and transportation.
- B. VAAS shall maintain property damage insurance on all buildings and personal property in an amount equal to replacement cost with “All Risk” coverage.
- C. VAAS shall at all times and without any gap in coverage maintain Commercial Automobile Liability insurance with limits of at least \$1,000,000.00 Combined Single Limit. The coverage shall apply to all owned, leased, hired, and non-owned vehicles including all emergency vehicles.
- D. VAAS shall purchase directors and officer’s liability insurance for the benefit of VAAS and its officers and directors. Any additional premium cost for 2016 for the aforesaid coverage will be a chargeable increase to the contract amount and deducted from the revenue recovery adjustment payment by VAAS in January 2017.
- E. All insurance purchased shall be with companies who have a rating of “A” or better as rated by A.M. Best. Where appropriate, VAAS shall name the

VILLAGE and TOWN as an additional insureds on all policies of insurance, shall provide proof of such coverage to the VILLAGE and TOWN, and shall cause the VILLAGE and TOWN to be notified by the insurance carrier in case of any lapse of coverage.

- F. VAAS shall provide a copy of each of the required insurance policies; together with certificate(s) of insurance to both the VILLAGE and TOWN evidencing the existence of such coverages and copies of the additional insured endorsement.

7. AUDIT AND FINANCIAL CONTROL

- A. On an annual basis, no later than September 1st of a contract year for the previous year, VAAS shall have a review of its revenue recovery performed by a Certified Public Accountant and such review shall be provided to the VILLAGE and TOWN.

8. DISTRIBUTION OF ASSETS

The Parties recognize that the purpose of this AGREEMENT is to provide for emergency medical services within the VILLAGE and DISTRICT. The parties agree that in the event VAAS disposes of all or substantially all of its assets, or is subject to dissolution pursuant to Articles 10 or 11 of the Not-for-Profit-Corporation Law, VAAS shall, to the extent permitted by law, seek to distribute VAAS's assets to one or more organizations engaged in substantially similar services within the VILLAGE and DISTRICT; or distribute 39% of said assets to the VILLAGE, and 61% to the TOWN. In the event of a judicial dissolution proceeding, VAAS shall request that the Court make a distribution plan consistent with the provisions of this paragraph.

9. GROUNDS FOR TERMINATION

- A. VAAS may terminate this AGREEMENT upon the failure of the VILLAGE or TOWN to deliver the monies due VAAS under this AGREEMENT by the date due, so long as VAAS provides seven (7) days written notice of the date it will cease providing services. If the VILLAGE or TOWN remits such funds to VAAS during the seven (7) day notice period, VAAS shall not terminate services based upon the failure to pay.
- B. The VILLAGE or TOWN may terminate this AGREEMENT upon the loss or suspension of VAAS' ability to deliver ambulance services, or upon the failure or inability of VAAS to continuously respond to requests for emergency ambulance services within the VILLAGE or DISTRICT

boundaries, so long as VILLAGE and/or TOWN provides VAAS written notice of the date services will no longer be permitted. VAAS shall be provided the opportunity to cure such loss, suspension or failure, and shall have three (3) days from receipt of notice to cure such default, to provide adequate assurances of due performance, and to provide such protection under the terms of this AGREEMENT.

10. MISCELLANEOUS

A. NOTICES

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

TOWN:

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

VAAS:

Chairperson, Board of Directors
Voorheesville Area Ambulance Service, Inc.
21 Voorheesville Avenue, PO Box 238
Voorheesville, New York 12186

VILLAGE:

Mayor
Village of Voorheesville
Village Hall
29 Voorheesville Avenue
Voorheesville, New York 12186

B. WAIVER

No delay or failure to exercise any remedy or right occurring upon any default shall be construed as a waiver of such remedy or right, or an acquiescence in such default, nor shall it affect any subsequent default of the same or a different nature.

All rights and remedies herein conferred shall be in addition to and not exclusive of any and all other rights or remedies not or hereafter existing at law or in equity.

C. HEADINGS

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

D. FURTHER ASSURANCES

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

E. BINDING EFFECT

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

F. COUNTERPARTS

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

G. GOVERNING LAW

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

H. NO ASSIGNMENT

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

I. SUPPLEMENTAL PERSONNEL

Notwithstanding any other provision contained in this AGREEMENT, the parties expressly acknowledge that VAAS may supplement its Volunteers by contracting with an outside person or entity. VAAS may not enter into any such arrangement, however, without notifying the VILLAGE and TOWN in advance; and providing the VILLAGE and TOWN with a copy of any contract or other written agreement with such person or entity.

J. ENTIRE AGREEMENT

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

K. SEVERABILITY

To the extent permitted by law, if any provisions of this AGREEMENT are deemed by a Court of competent jurisdiction to be void or voidable, all other provisions shall remain enforceable and effective.

L. VENDOR STATUS

VAAS is a vendor to the VILLAGE and TOWN. VAAS is neither an agent nor department of the VILLAGE or TOWN. Nothing herein should be deemed to imply that an employment or agency relationship exists between the parties.

VILLAGE OF VOORHEESVILLE

By: _____ Date: _____
Robert D. Conway, Mayor

TOWN OF NEW SCOTLAND

By: _____ Date: _____
Douglas LaGrange, Supervisor

VOORHEESVILLE AREA AMBULANCE SERVICE, INC.

By: _____ Date: _____
Robert DiBona, Chairman

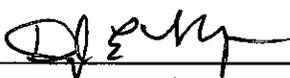
Account Description	Fee Description	Account#	Qty	Local Share
A0391 Due from other funds	A0391 Due from other funds	A0391	1	50,000.00
			Sub-Total:	\$50,000.00
A0410 State & Federal, Other	A0410 State & Federal, Other	A0410	1	7,433.17
			Sub-Total:	\$7,433.17
A2001R Pavilion Deposits	A2001R Pavilion Deposits	A2001R	3	275.00
			Sub-Total:	\$275.00
A2001R Softball Field Deposit	A2001R Softball Field Deposit	A2001R	2	5,290.00
			Sub-Total:	\$5,290.00
A2130 Transfer Station	A2130 Transfer Station	A2130	5	1,669.00
			Sub-Total:	\$1,669.00
A2610 Justice Court Fees	A2610 Justice Court Fees	A2610	2	16,922.00
			Sub-Total:	\$16,922.00
A2650 Scrap Metal	A2650 Scrap Metal	A2650	1	297.32
			Sub-Total:	\$297.32
A2705 Senior Van Rides	A2705 Senior Van Rides	A2705	28	968.00
			Sub-Total:	\$968.00
A2770 NSHA Books	A2770 NSHA Books	A2770	1	15.00
			Sub-Total:	\$15.00
A4689 Fed Aid Social Services	A4689 Fed. Aid Social Services	A4689	1	876.80
			Sub-Total:	\$876.80
B1560 Safety Inspection Fees	B1560 Building Permits	B1560	13	2,190.00
			Sub-Total:	\$2,190.00
B1601 Public Health Fees	B1601 Death Certificate Copies	B1601	9	340.00
			Sub-Total:	\$340.00
B2110 Zoning	B2110 Zoning	B2110	6	400.00
			Sub-Total:	\$400.00
B2130 Bins	B2130 Bins	B2130	10	40.00
			Sub-Total:	\$40.00
B2709 Retiree Ins. Cantlin	B2709 Retiree Ins. Cantlin	B2709	1	107.92
			Sub-Total:	\$107.92
B2770 Miscellaneous Revenue	B2770 Miscellaneous Revenue	B2770	1	0.06
			Sub-Total:	\$0.06
CC Usage 2016	A2590 CC Usage 2016	A2590	1	25.00
			Sub-Total:	\$25.00
Conservation	Conservation	A1255	5	7.74
			Sub-Total:	\$7.74
DB2560 Road Cut	DB2560 Road Cut/911 Fees	DB2560	2	300.00
			Sub-Total:	\$300.00

Account Description	Fee Description	Account#	Qty	Local Share
DB2590 911 Fee	DB2590 911 Fee	DB2590	1	25.00
			Sub-Total:	\$25.00
DB2590 911 Application Fee	DB2590 911 Application Fee	DB2590	3	80.00
			Sub-Total:	\$80.00
DB2709 Retiree Ins. D Kawczak	DB2709 Retiree Ins. D Kawczak	DB2709	1	326.25
			Sub-Total:	\$326.25
DB2709 Retiree Ins. M Kawczak	DB2709 Retiree Ins. M Kawczak	DB2709	1	326.24
			Sub-Total:	\$326.24
DB2801 Animal Fuel Reimb.	DB2801 Animal Fuel Reimb.	DB2801	2	541.91
			Sub-Total:	\$541.91
Dog Licensing	Female, Spayed	A2544	19	85.50
Dog Licensing	Female, Unspayed	A2544	1	12.50
Dog Licensing	Male, Neutered	A2544	27	121.50
Dog Licensing	Male, Unneutered	A2544	3	37.50
Dog Licensing	Replacement Tags	A2544	3	0.00
			Sub-Total:	\$257.00
H05-2770 Miscellaneous Revenue	H05-2770 Miscellaneous Revenue	H05-2770	1	1,575.81
			Sub-Total:	\$1,575.81
HNS8397.4 New Salem Meters	HNS8397.4 New Salem Meters	HNS8397.4	1	180.00
			Sub-Total:	\$180.00
Kavanaugh, S.	A2709 Kavanaugh, S. Health/Dental	A2709	1	531.16
			Sub-Total:	\$531.16
Marriage Lic.	MARRIAGE LICENSE FEE	A1255	4	70.00
			Sub-Total:	\$70.00
Other Revenue	Transfer Station Permit	A2130	3	30.00
			Sub-Total:	\$30.00
Retiree G. Klopfer	DB 2709 Retiree G. Klopfer	DB 2709	1	41.82
			Sub-Total:	\$41.82
SS0360 Usage	SS0360 Usage	SS0360	2	3,765.60
			Sub-Total:	\$3,765.60
TD2089 Park Land Reserves	TD2089 Park Land Reserves	TD2089	1	400.00
			Sub-Total:	\$400.00
TH2705 Neighbor Helping Neighbor	TH2705 Neighbor Helping Neighbor	TH2705	2	384.00
			Sub-Total:	\$384.00
WC0350 Water Usage	WC0350 Water Usage	WC0350	7	8,460.33
			Sub-Total:	\$8,460.33
WCC 0350 Estates Water Usage	WCC 0350 Estates Water Usage	WCC 0350	5	3,366.91

Account Description	Fee Description	Account#	Qty	Local Share
			Sub-Total:	\$3,366.91
WF Water Meter Purchase	WF Water Meter Purchase	WF2144	1	295.00
			Sub-Total:	\$295.00
WF Water Usage	WF0350 Water Usage	WF0350	7	13,375.08
			Sub-Total:	\$13,375.08
WF2144 Water Service Charges	WF2144 Water Service Charges	WF2144	1	145.00
			Sub-Total:	\$145.00
WG0350 Water Usage	WG0350 Water Usage	WG0350	4	2,977.41
			Sub-Total:	\$2,977.41
WH0350 Water Usage	WH0350 Water Usage	WH0350	7	22,305.26
			Sub-Total:	\$22,305.26
WN0350 Water Usage	WN0350 Water Usage	WN0350	7	5,261.43
			Sub-Total:	\$5,261.43
WNS Water Usage	WNS Water District Usage	WNS0350	7	4,083.13
			Sub-Total:	\$4,083.13
WS Water Usage	WS0350 Water Usage	WS0350	7	12,270.25
			Sub-Total:	\$12,270.25
Total Local Shares Remitted:				\$168,231.60
Amount paid to: NYS Ag. & Markets for spay/neuter program				58.00
Amount paid to: NYS Environmental Conservation				132.26
Amount paid to: State Health Dept. For Marriage Licenses				90.00
Total State, County & Local Revenues:	\$168,511.86	Total Non-Local Revenues:	\$280.26	

To the Supervisor:

Pursuant to Section 27, Sub 1, of the Town Law, I hereby certify that the foregoing is a full and true statement of all fees and monies received by me, Diane R. Deschenes, Town Clerk, Town of New Scotland during the period stated above, in connection with my office, excepting only such fees and monies, the application of which are otherwise provided for by law.


Supervisor

4/1/2016
Date


Town Clerk

4/1/16
Date

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

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

DATE	PAID BY	NATURE OF PAYMENT	AMOUNT
3/18	Reilly & Son F.H.	6 death certificates	\$ 60.00
3/21	McVeigh F.H.	8 death certificates	\$ 80.00
3/21	New Corner F.H.	10 death certificates	\$ 100.00
3/30	Parker Brothers F.H.	10 death certificates	\$ 100.00
TOTAL			\$ 340.00

STATE OF NEW YORK
 COUNTY OF Albany
 TOWN OF New Scotland

Patricia Barber
 Registrar

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

Sworn before me this day of

Patricia Barber

RECEIPT OF SUPERVISOR

Total amount Fees Remitted to the Supervisor \$

RECEIVED PAYMENT

Dated 4-4-2016 Supervisor

ATTACHMENT #11a

TOWN OF NEW SCOTLAND

2029 NEW SCOTLAND ROAD
SLINGERLANDS, NEW YORK 12159

Phone: (518) 475-0493
Fax: (518) 439-9135

MARGARET I. ADKINS
TOWN JUSTICE



RECEIVED

MAR 10 2016

SUPERVISOR

March 10, 2016

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

Dear Town Board Members:

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

Started Cases: 59

Closed Cases: 77

Money Collected: \$8,448.00

Sincerely,

Margaret Adkins
Margaret Adkins
Town Justice

RECEIVED

MAR 30 2016

SUPERVISOR

ATTACHMENT #111b

TOWN OF NEW SCOTLAND

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

DAVID J. WUKITSCH
TOWN JUSTICE

March 15, 2016



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

Dear Supervisor LaGrange and Members of the Town Board:

In order to keep the Board apprised of my activities as Town Justice, I am submitting this report of my activity for the calendar year 2015.

During the year I disposed of 929 cases and collected \$ 88,949.99 in fines, surcharges and fees.

The matters disposed included:

- 757 cases under the Vehicle and Traffic Law (40 DWIs)
- 119 cases under the Penal Law
- 10 cases under Parks and Recreation Law
- 6 cases under Environmental and Conservation Law
- 13 civil cases
- 7 cases Local Law
- 6 cases Agriculture and Market Law
- 2 case Public Health Law
- 2 Alcohol Beverage Control Law
- 3 Tax Law
- 4 Village Law

In accordance with Sections 31 and 123 of the Town Law, my dockets and records are available for inspection at the convenience of the members of the Board or the Board's designee.

Sincerely,

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

David J. Wukitsch
Town Justice

ATTACHMENT #11C

TOWN OF NEW SCOTLAND

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

DAVID J. WUKITSCH
TOWN JUSTICE



March 17, 2016

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

Dear Members of the Town Board:

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

Started Cases – 80
Closed Cases - 71

Money collected - \$ 8,474.00

Sincerely,

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

David J. Wukitsch
Town Justice



TOWN OF NEW SCOTLAND

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

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

www.townofnewscotland.com

TOWN BOARD MEETING April 13, 2016

Pay the Bills		
Abstract #	Vouchers	Amount
	20160380-20160497	\$146,129.10
Prepays or Three signatures		
	Vouchers	Amount
1233	20160356-20160360	\$16,769.70
1234	20160361	\$2,862.53
1235	20160362	\$362.00
1236	20160363	\$30,000.00
1237	20160364	\$310.00
1238	20160365-20160366	\$6,382.78
1239	20160367-20160369	\$51,674.18
1240	20160370	\$1,039.32
1241	20160371-20160373	\$2,225.03
1242	20160374-20160375	\$34,878.36
1243	20160376-20160378	\$1,153.25
1244	20160379	\$41,600.00
See attached abstracts for additional details.		

Town Hall
2029 New Scotland Road
Slingerlands, NY 12159

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

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

TOWN OF NEW SCOTLAND
 April 13, 2016
 2016 BUDGET MODIFICATIONS

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

FROM	CODE	TO	CODE	AMOUNT
Public Safety/Pers.	A3989.1	Public Safety/Contr.	A3989.4	\$1,244.93
To move Public Safety Office salary to contractual as per discussion at 3/16 Board meeting.				
Fund Balance	B0909	Interfund Loan Int.	B9795.7	\$10.00
To appropriate money from fund balance to Interfund loan interest to make transfers to other funds with interest.				
Fund Balance	WCC0909	Interfund Loan Int.	WCC9795.7	\$50.00
To appropriate money from fund balance to Interfund loan interest for interfund borrowing.				

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