

**TOWN OF NEW SCOTLAND
TOWN BOARD MEETING
June 8, 2016 - 7:00 PM
AGENDA**

1. **Call to Order** *Mr. LaGrange*

2. **Pledge of Allegiance**

3. **Invitation to the General Public to Comment on Agenda Items: Please use the microphone available and state your name for the record** *Mr. LaGrange*

4. **Approval of the Minutes of the Following:** *Ms. Deschenes*
 - April 21, 2016 **Special Town Board Meeting**
 - May 9, 2016 **Bid Opening**
 - May 11, 2016 **Public Hearing, Proposed Local Law B of 2016**
 - May 11, 2016 **Public Hearing, Proposed Local Law C of 2016**
 - May 11, 2016 **Regular Town Board Meeting**
 - May 25, 2016 **Special Town Board Meeting**

- Announcement:**
The 2015 Annual Financial Report has been filed

5. **Discussion/Action re: Proposed Local Law B of 2016, amending zoning law by adding definition: "Agricultural Supply Facility"** *Mr. LaGrange*
 - **SEAF and SEQR Resolution** *Attachment #1*
Attachment #1a

6. **Discussion/Action re: Proposed Local Law C of 2016, amending sections of Chapter 190 of the zoning law** *Mr. LaGrange*
 - **SEAF and SEQR Resolution** *Attachment #2*
Attachment #2a

7. **Engineering:** *Mr. Dempf*
 - **Task Order request re: Hilton Road Rail Trail alignment** *Attachment #3*
 - **Clarksville Water District Task Order** *Attachment #3a*
 - **Heldervale Water Task Order** *Attachment #3b*
 - **New Salem Water District Task Order – Project Closeout** *Attachment #3c*

8. ~~**Discussion/Action re: Heldervale Water Intermunicipal Agreement**~~ *Mr. LaGrange*
~~*--Postponed--*~~ *Attachment #4*

9. **Appointment of Justin Perry as Alternate Member of the Planning Board** *Mr. LaGrange*

10. **Utility audit services update; results of request for proposals** *Mr. Greenberg*
Attachment #5

- | | |
|--|---|
| <p>11. Highway Department:</p> <ul style="list-style-type: none"> • Approval of Voorheesville Baseball Club Field Use Permits • Discussion/Action re: highway employee temporarily assigned to mechanic duties as needed • Resolution authorizing filing of grant application for Household Hazardous Waste State Assistance Program | <p><i>Mr. Guyer</i>
<i>Attachment #6</i></p> <p><i>Attachment #6a</i></p> |
| <p>12. Fire and/or Ambulance:</p> <ul style="list-style-type: none"> • Resolution authorizing Supervisor to sign the 2016 EMT/D Services contract with Albany County, not to exceed \$70,002.82 --Postponed-- | <p><i>Mr. LaGrange</i>
<i>Attachment #7</i></p> |
| <p>13. Liaison Reports</p> | <p><i>Various Board Members</i></p> |
| <p>14. Departmental Monthly Reports:</p> <ul style="list-style-type: none"> • Town Clerk, May 2016 • Registrar, May 2016 | <p><i>Attachment #8</i>
<i>Attachment #8a</i></p> |
| <p>15. Invitation to the Public to Discuss Non-Agenda Items</p> | <p><i>Mr. LaGrange</i></p> |
| <p>16. Pay the Bills</p> | <p><i>Mr. LaGrange</i>
<i>Attachment #9</i></p> |
| <p>17. Approve any Budget Modifications</p> | <p><i>Mr. LaGrange</i>
<i>Attachment #10</i></p> |
| <p>18. Adjourn</p> | <p><i>Mr. LaGrange</i></p> |

Local Law Filing

NEW YORK STATE DEPARTMENT OF STATE
41 STATE STREET, ALBANY, NY 12231

**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 facility located on a state or county road of at least 5 acres with a minimum of 500 feet of road 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

an indoor retail sales space not exceeding 5,000 sq. ft. and with a maximum accessory building or structure 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.

617.20
Appendix B
Short Environmental Assessment Form

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information			
Name of Action or Project: Adoption of Zoning Amendments to Chapter 190 of the Town of New Scotland Zoning Law			
Project Location (describe, and attach a location map): Town of New Scotland			
Brief Description of Proposed Action: Adoption of Zoning Amendments to Chapter 190, Sections 190-12, 190-17, and 190-99 to 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.			
Name of Applicant or Sponsor: Town of New Scotland		Telephone: (518) 439-4889	
		E-Mail: dlagrange@townofnewscotland.com	
Address: 2029 New Scotland Road			
City/PO: Slingerlands		State: NY	Zip Code: 12159
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		_____ acres	
b. Total acreage to be physically disturbed?		_____ acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		_____ acres	
4. Check all land uses that occur on, adjoining and near the proposed action.			
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____			
<input type="checkbox"/> Parkland			

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ _____	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor name: <u>Douglas LaGrange - Town of New Scotland Supervisor</u> Date: _____		
Signature: _____		

Part 2 - Impact Assessment. The Lead Agency is responsible for the completion of Part 2. Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	No, or small impact may occur	Moderate to large impact may occur
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Part 3 - Determination of significance. The Lead Agency is responsible for the completion of Part 3. For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
<input checked="" type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.
Town of New Scotland Town Board	
_____	_____
Name of Lead Agency	Date
Douglas LaGrange	Town of New Scotland Supervisor
_____	_____
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
_____	_____
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT



Stantec Consulting Services Inc.
3 Columbia Circle Suite 6, Albany NY 12203-5158

Town of New Scotland
Adoption of Zoning Amendments to Chapter 190 of the Town of New Scotland Zoning Law
Local Law 19035
Short Environmental Assessment Form Narrative Attachment

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.

**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 State 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.

(3) Deleting Paragraph (D)(14) and replacing it with the following:

(14) Farming activity, personal

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.

617.20
Appendix B
Short Environmental Assessment Form

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information			
Name of Action or Project: Adoption of Zoning Amendments to Chapter 190 of the Town of New Scotland Zoning Law			
Project Location (describe, and attach a location map): Town of New Scotland			
Brief Description of Proposed Action: Adoption of Zoning Amendments to Chapter 190, Sections 190-11, 190-12, 190-13, 190-14, 190-15, 190-17, 190-18, 190-29, 190-99. These sections are proposed to be amended so that the Zoning Law regulations 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 based on a seven (7) acre minimum/threshold.			
Name of Applicant or Sponsor: Town of New Scotland		Telephone: (518) 439-4869 E-Mail: dlaorange@townofnewscotland.com	
Address: 2029 New Scotland Road			
City/PO: Slingerlands		State: NY	Zip Code: 12159
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
3.a. Total acreage of the site of the proposed action? _____ acres			
b. Total acreage to be physically disturbed? _____ acres			
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres			
4. Check all land uses that occur on, adjoining and near the proposed action. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> Parkland			

ATTACHMENT #2a

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ _____	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor name: <u>Douglas LaGrange - Town of New Scotland Supervisor</u> Date: _____		
Signature: _____		

Part 2 - Impact Assessment. The Lead Agency is responsible for the completion of Part 2. Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	No, or small impact may occur	Moderate to large impact may occur
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Part 3 - Determination of significance. The Lead Agency is responsible for the completion of Part 3. For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
<input checked="" type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.
Town of New Scotland Town Board	
_____	_____
Name of Lead Agency	Date
Douglas LaGrange	Town of New Scotland Supervisor
_____	_____
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
_____	_____
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT



Stantec Consulting Services Inc.
3 Columbia Circle Suite 6, Albany NY 12203-5158

Town of New Scotland
Adoption of Zoning Amendments to Chapter 190 of the Town of New Scotland Zoning Law
Local Law 16035
Short Environmental Assessment Form Narrative Attachment

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.



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

June 3, 2016
File: Clarksville Water District

Douglas LaGrange, Supervisor

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

**Reference: Task Order Request #2
Clarksville Water District - 2016
Town of New Scotland, Albany County, New York
Town Fund WC 8340.41**

Dear Supervisor LaGrange,

Stantec Consulting Services, Inc., (Stantec) is pleased to submit this Services Task Order Request in accordance with our Town Designated Engineer Master Services Agreement, services for well cleaning at Clarksville Water District.

PROJECT UNDERSTANDING:

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

SCOPE OF SERVICES:

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

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

Assumptions:

- Additional basic water engineering services include up to \$300.00. Efforts beyond this will be provided as additional service and will be requested and agreed upon prior to commencing work.



Reference: Task Order Request #2 – Clarksville Water District - 2016

Professional Services Budget and Schedule:

Stantec proposes to bill each task as indicated in the Budget and Schedule Summary table below. The budget estimates included in the table are based on our understanding and assumptions and the scope of work described previously. Invoices will be issued monthly for all services performed during that month, and are payable upon receipt. Lump sum tasks will be billed as percentage of completion. Time and material tasks will be billed based on the actual hours and reimbursable expenses incurred, at the contract rates established under our term contract with the Town. Reimbursable expenses associated with lump sum tasks are included within the stated budgets.

BUDGET AND SCHEDULE SUMMARY

TASKS		BUDGET ESTIMATE		PROPOSED SCHEDULE
Task #	Task Description	Lump Sum Fee	Time and Material Estimate	Projected Start End Date
CLARKSVILLE WATER DISTRICT:				
200	Engineering Services		\$300.00	Start: 06/01/2016 Finish: 12/31/2016
TOTAL ESTIMATED COST		\$300.00		



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

June 3, 2016
File: Heldervale Water District

Douglas LaGrange, Supervisor

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

**Reference: Task Order Request #2
Heldervale Water District Engineering Services - 2016
Town of New Scotland, Albany County, New York
Town Fund WH 8340.41**

Dear Supervisor LaGrange,

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

PROJECT UNDERSTANDING:

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

SCOPE OF SERVICES:

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

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

Assumptions:

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



Reference: Task Order Request #2 - Heldervale Water District – Engineering Services 2016

Professional Services Budget and Schedule:

Stantec proposes to bill each task as indicated in the Budget and Schedule Summary table below. The budget estimates included in the table are based on our understanding and assumptions and the scope of work described previously. Invoices will be issued monthly for all services performed during that month, and are payable upon receipt. Lump sum tasks will be billed as percentage of completion. Time and material tasks will be billed based on the actual hours and reimbursable expenses incurred, at the contract rates established under our term contract with the Town. Reimbursable expenses associated with lump sum tasks are included within the stated budgets.

BUDGET AND SCHEDULE SUMMARY

TASKS		BUDGET ESTIMATE		PROPOSED SCHEDULE
Task #	Task Description	Lump Sum Fee	Time and Material Estimate	Projected Start End Date
HELDERVALE WATER DISTRICT				
200	Engineering Services	\$1,000		Start: 06/01/2016 Finish: 12/31/2016
TOTAL ESTIMATED COST		\$1,000		



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

June 3, 2016
File: New Salem WD

Douglas LaGrange, Supervisor

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

**Reference: Supplemental Scope and Cost Proposal #2
New Salem Water District Engineering Services - 2016
Town of New Scotland, Albany County, New York
Town Fund WH 8340.4**

Dear Supervisor LaGrange,

Stantec Consulting Services, Inc., (Stantec) is pleased to submit this Task Order Request in accordance with our Town Designated Engineer Master Services Agreement, services for engineering services for New Salem Water District.

PROJECT UNDERSTANDING:

Routinely the Department of Public Works has required consulting and or professional engineering services of a basic general nature for the New Salem Water District. As per the original agreement we have expended our original budget and are requesting additional budget to provide engineering services through the end of the year.

SCOPE OF SERVICES:

Tasks to be undertaken for additional "Basic Engineering Consulting DPW Services" for the New Salem Water District will typically include:

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

Additional Services:

- Stamped Record Plan development and submission to NYSDOT to facilitate closure of Highway Work Permits;



**Reference: Supplemental & Cost Proposal #2
New Salem Water District – Engineering Services 2016**

- Construction SPDES Permit closeout including final binder organization, preparation of NOT form and coordination with ToNS Stormwater Officer.
- Review As-Built information for consideration of district extension on New Salem South Road (Wood).

Professional Services Budget and Schedule:

Stantec proposes to bill each task as indicated in the Budget and Schedule Summary table below. The budget estimates included in the table are based on our understanding and assumptions and the scope of work described previously. Invoices will be issued monthly for all services performed during that month, and are payable upon receipt. Lump sum tasks will be billed as percentage of completion. Time and material tasks will be billed based on the actual hours and reimbursable expenses incurred, at the contract rates established under our term contract with the Town. Reimbursable expenses associated with lump sum tasks are included within the stated budgets.

BUDGET AND SCHEDULE SUMMARY

TASKS		BUDGET ESTIMATE		PROPOSED SCHEDULE
Task #	Task Description	Lump Sum Fee	Time and Material Estimate	Projected Start End Date
NEW SALEM WATER DISTRICT				
200	Engineering Services	\$5,000		Start: 06/01/2016 Finish: 12/31/2016
TOTAL ESTIMATED COST		\$5,000		

COMPUTEL CONSULTANTS

P.O. Box 35 ♦ Earlville, New York 13332 ♦ (800) 724-9859 ♦ Fax (315) 691-4311

May 13, 2016

PROPOSAL:

To provide Utility Billing Analysis Services for the **Town of New Scotland**. The purpose of this review would be to identify, correct, and secure refunds for overcharges on utility accounts during the prior six-year time period. The purpose of our Cable Television Franchise review would be to identify underpayments of franchise fees during the prior six-year period.

Computel Consultants proposes to review your telephone, electric (including street lighting) and gas accounts – as well as your cable television franchise agreement - utilizing the following process:

- We review contracts, franchise agreements, customer service records, bills, and other relevant documentation. In order to minimize impact on the client, we obtain as much information as possible directly from the utility companies.
- Using our expertise in utility company tariffs, we identify errors. We then file a written claim with the responsible utility company detailing the dispute. The client receives copies of all correspondence and is kept informed of all developments regarding the claim(s).
- We negotiate with the utility company in order to secure the maximum refund possible.
- All refunds go directly from the utility company to the client.
- Included in our cable audit (at no additional charge) is assistance with the cable franchise renewal process. This would include explaining what the Town is entitled to under federal law with respect to franchise fee calculations, an explanation of what items are negotiable, and the provision of language to reflect the Town's intent.
- We follow-up to make sure that the necessary corrections are made to your accounts.

Fee

Our fee is 40% of any refund we secure for you. All refunds go directly to the Town and our fee is not due until after the refund is received. There are no upfront costs and if we do not secure a refund for you, there is no charge at all for our service. Typically, when we correct billing errors we not only secure a refund for you, but also reduce your future bills as well. Likewise, when we identify a cable television franchise fee underpayment, you would typically receive higher payments going forward. All future savings and/or increased franchise fee payments are yours to keep in their entirety.

In order to begin we would need you to execute a consulting agreement and provide us with letters of authority that allow us to request information directly from your utility vendors. A typical review should be completed in a period of four to six months. Our goal is to provide a high-quality, comprehensive service in a timely fashion while keeping the impact on your staff to a minimum.

For more information and a comprehensive client list, visit www.computel-consultants.com.

Contact

Michael T. Caton
Partner



May 10, 2016

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

WITHDREW FRANCHISE AUDIT
PORTION OF PROPOSAL in 5/16/16
E-MAIL

Re: Letter of Transmittal
Request for Proposal for Audit of Town Utilities

Dear Mr. LaGrange,

TriStem is pleased to submit a proposal to meet the needs of the Town of New Scotland's Request for Proposals for an Audit of Town Utilities. TriStem possesses the qualifications and experience to successfully perform a historical audit of all the Town's utility billings and franchise revenues, and recovery of any funds due back to the Town from its utility providers.

Established in 1979, TriStem has 37 years' experience performing utility audits for clients in all 50 states. **Our core focus is identifying utility billing and metering errors with a specialization in fund recovery and expense reduction for local, state and federal government entities.** TriStem has successfully completed similar audits for thousands of municipalities across the country, and has **recovered funds in excess of \$3 million for government facilities in New York.**

TriStem's comprehensive analysis techniques will uncover overbillings and savings opportunities that can alleviate budget constraints that many organizations face. From start to finish, TriStem will work through each electric, natural gas, cable and telecommunications account to fully document and negotiate with utility providers to recover the maximum funds due to the City on its previous years' franchise revenues and utility accounts.

TriStem commits to be respectful of each of our clients' ongoing relationship with their utility providers and understands this relationship must be preserved. At the same

UTILITY AND TELEPHONE BILLING AUDITS

704 Sun Valley Blvd. • Hewitt, TX 76643 • (254) 420-1200 • 1-800-234-7937 • FAX (254) 420-1219 • email: audit@tristem.com

time, we believe that each utility consumer should have peace of mind knowing that they have not overpaid for vital services funded by taxpayer dollars, have received the appropriate revenue amounts from franchisees, and are entitled to understand their utility bills in order to make informed choices about current and future utility services. TriStem is committed to the highest level of professionalism and integrity while conducting its audits and representing its clients. We would be grateful for the opportunity to demonstrate this to the Town of New Scotland.

Thank you for your consideration.

Sincerely,

TRISTEM, LTD.

A handwritten signature in blue ink that reads "Trisha Menchu". The signature is fluid and cursive, with the first name being more prominent.

Trisha Menchu
President

Table of Contents

I.	Cover Letter	Page 1
II.	Table of Contents	Page 3
III.	Description of Proposed Audits	Page 4
	a. Work Plan: Franchise Audit WITHDREW THIS PORTION	
	b. Work Plan: Utility Bill Audit	
IV.	Experience & History	Page 7
	a. TriStem Company Profile/History	
	b. TriStem Audit Team Experience	
	c. List of Municipal Audits/References	
V.	Contingent Fee Percentage	Page 14
VI.	Expected Time for Completing Audits	Page 15
VII.	Client Testimonials	Page 18
VIII.	Client Reference Letter	Page 19
IX.	Audit Checklist/LOA Template	Page 20
X.	Sample Consulting Agreement	Page 23

Description of Proposed Audits

TriStem proposes to conduct a comprehensive Utilities Audit for the Town of New Scotland, including:

- **Audit of utility invoices paid by the Town to its electric, natural gas, cable and telecommunications service providers, with a focus on recovering past billing errors reducing future costs; and,**
- **Audit of franchise agreements with local electric, cable and telecommunications franchisees, with a focus on recovering unpaid franchise revenues and ensuring accuracy of future revenues to the Town.**

These audits will be performed concurrently by TriStem's team of auditors and will include discovery and documentation of any utility company errors, filing of claims to utility companies for recovery of funds owed to the Town, and negotiation with utilities to ensure that all errors are corrected and all funds owed to the Town are paid in full.

TriStem approaches each utility audit with the following objectives for each of its clients:

1. **Save** your organization's **valuable time** by conducting a comprehensive audit on your behalf to identify utility provider errors and overcharges;
2. **Enhance** your organization's **revenue** by securing refunds of overbilled utility services and underpaid franchise revenues;
3. **Reduce future expenses** by correcting ongoing errors and implementing client-approved savings opportunities;
4. **Educate** your organization on utility billing practices and regulations applicable to your specific region and business, providing your staff with knowledge to identify future billing errors and savings opportunities after our audit has been completed.

Our staff has over 100 years combined experience in auditing all categories of utility accounts for political subdivisions to find "anything and everything" that could cause your organization to overpay for these vital services.

Work Plan: Franchise Audit

TriStem will conduct a thorough investigation of utility franchise agreements/ordinances, with a focus on:

1. Reviewing service locations and calculations to ensure the utilities are correctly accounting for all taxable addresses and revenues;
2. Recovering underpayments for prior periods, up to the maximum period allowed by State law;
3. Ensuring franchisees correct algorithms for future tax disbursements.

TriStem's franchise audit specialist is a CGFO with a complete understanding of the needs of elected officials and City staff, having served in the government sector for over 20 years including positions as Finance Director and Mayor.

The local ordinance/agreement and state laws will be reviewed to ensure we understand the algorithms for each type of franchise fee and audit period allowed (statute of limitation).

While reviewing these documents, the franchisees will be asked to provide:

- A detailed description on how the franchise tax remittances are calculated and what types of revenues are included/excluded;
- A detailed list of franchisee's customers used in the computation of the tax (by the service address) for the years in question.

Upon receipt of requested franchisee data, TriStem's auditors will:

1. Recalculate payments based on the state law and franchise agreement(s) to ensure that each franchisee's algorithm has been correctly applied.
2. Cross reference all addresses within the service zip code(s) to ensure that all accounts are coded correctly.
3. After identifying list of addresses in question, we will coordinate with the franchisee on the calculation of accounts that were erroneously omitted. This will happen concurrently with correction any calculation errors.
4. Coordinate with Town and franchisee on the amount due.
5. Town is paid for back franchise taxes based on data corrections or formula errors, for the full period allowed by law.

Work Plan: Utility Bill Audit

TriStem will conduct a comprehensive audit of utility accounts paid by the Town, with a focus on:

1. Reviewing historical billing and usage to determine the accuracy of meter readings and charges billed to and paid by the Town;
2. Correcting past or ongoing errors and recovering overcharges for prior periods, up to the maximum period allowed by State law;
3. Researching all cost-reduction and savings opportunities to ensure that the Town is paying the lowest possible cost going forward on all their utility accounts.

TriStem will audit the Town's accounts for "anything and everything" that could be wrong, and then take the necessary measures to correct those errors. Some of the more common types of errors we find include:

Billing for Exempt Charges/Fees	Meter read errors
Billing for services that belong to others	Billing on incorrect rates
Charges in violation of contract/tariff/PSC rules	Duplicated services
Billing for non-existent services	Meter/Equipment malfunctions

TriStem will review your utility invoices and obtain the necessary information to perform the audit. We will locate and document overcharges and other billing errors, as well as potential rate adjustments.

Upon receipt of requested utility bill and Town facility data, TriStem's auditors will:

1. Contact utility providers to obtain historical account billing/usage records.
2. Perform an in-depth analysis of each account, applicable contracts and tariffs.
3. File claims with utility vendors for any documented overbillings.
4. Research potential savings opportunities and discuss with Town for implementation.
5. Follow up with vendors to ensure ongoing errors are corrected and that full refunds have been issued to the Town.
6. Communicate final audit results to Town and develop plan to prevent future errors.

Experience & History Performing Utility Audits

TriStem Company Profile/History

TriStem, Ltd., a limited partnership, is the nation's premier utility auditing firm. We've been in business since 1979 under the ownership of our Founding Partner, Joe Seeber. Mr. Seeber began TriStem as an energy management firm, but quickly realized that consumers needed an advocate representing them to ensure fairness and accuracy on their utility accounts. ***TriStem's core focus is recovering funds and reducing future expenses on electric, natural gas, water, sewer, waste, cable and telecommunications accounts for municipal consumers.*** TriStem has completed thousands of utility bill audits over the past 37 years. While our office is headquartered in Hewitt, Texas, TriStem offers its services to commercial utility consumers in all 50 states.

Corporate Office Address:

TriStem, Ltd.
704 Sun Valley Blvd.
Hewitt, TX 76643
800-235-7937
254-420-1200
Fax: 254-420-1219
audit@tristem.com
www.tristem.com

For more than a quarter of a century, TriStem has been an advocate for large consumers of utility services. Contract terms, measurement, complicated tariffs, confusing bills, and the like have made utilities an unfamiliar realm for many consumers. TriStem has endeavored to help clients get fair and equitable pricing and have confidence in the accuracy of billing. As a part of our commitment to our clients, TriStem has provided a broad spectrum of services including the following:

- **Designed and installed Energy Management Systems (EMS)** in its early years, to enable clients to monitor their electrical consumption.
- **Negotiated (or renegotiated) utility contracts** on behalf of clients--countless numbers over the last 37 years.
- **Audited billings for electric, natural gas, water, sewer, waste, cable, telecommunications, franchise revenues** and other accounts for clients--hundreds of thousands of bills.

- **Corrected countless billing and metering** errors and recovered overcharges for clients; total recoveries and future cost savings for clients exceed \$30,000,000.
- Represented clients in courts and before regulatory commissions to **correct inequities** when needed.
- Sought and **achieved changes in regulations and billing practices** for the benefit of all consumers.
- Completed comprehensive audits and field inventorying of **unmetered street lighting systems** for dozens of municipal consumers across the country.
- Strategically aligned with partners experienced in **energy procurement, power factor correction and energy efficiency services** to bring a **full suite of solutions** to our clients.

With its extensive background in audits of all utility services, TriStem offers each and every client a tailored experience. That is a part of what makes TriStem stand out from other audit firms. In our 37 years of experience, TriStem has audited utility accounts from all utility types – electric, natural gas, water, sewer, steam, fuel, cable, waste and telecommunications, including audits of franchise revenue from the same, and, for various organizations ranging from industrial, Municipal, Utility Districts, Counties, School Districts, Universities, State Agencies and Federal entities, nationwide. With our broad knowledge and long established relationships with various organizations, TriStem offers an invaluable service that is hard to find anywhere else.

Our mission is to bring peace of mind to each client - you are entitled to the security of knowing that you have not paid and will not pay more than necessary for your utility services.

TriStem Audit Team Experience

TriStem’s audit team is prepared to fully investigate anomalies, document errors and negotiate with utility providers to facilitate the maximum funds due to the Town. Our auditors communicate with utility companies daily and have over 100 years combined audit experience. Our team will work with the Town and your providers in a highly professional, yet strategic manner to obtain billing corrections, refunds and cost savings, allowing the Town to maintain its relationship with these providers after our audit is complete. TriStem’s auditors are well versed in rules and tariffs for utility billings, having successfully resolved complaints on behalf of dozens of consumers before various Public Service Commissions. The following key team members will be involved in the audit for the Town of New Scotland:

Joe Seeber
Founding Partner
Role: Utility Billing Audit Consultant

With 37 years of auditing experience, Joe provides unparalleled expertise in the utility audit field. He offers unique and innovative insight to potential errors and refund negotiations, as demonstrated by his recovery of over \$15 million for the County of New Orleans during two audits. In 2005, Joe co-authored a book, *Wired for Greed*, detailing his experiences over the years in uncovering fraudulent billing activities and dysfunctional utility company culture. Joe has been involved in some degree in a majority of TriStem audits, including projects for the USPS New York, U.S. General Services Administration, and the City of Saint Louis.

Trisha Menchu
President
Role: Project Manager & Auditor

TriStem's office is under the daily direction of Trisha, who has been with TriStem for over 15 years. Trisha's tenure at TriStem has given her valuable experience in analyzing utility invoices to uncover errors in billing, rates, meter readings, meter configurations, and other complex issues. She has expertise in negotiating with high-level utility company officials to obtain maximum recoveries for clients, and advises consumers on opportunities for utility cost reductions. Trisha has served as lead auditor in projects for municipal entities across the country, securing tens of millions of dollars in refunds and savings for clients including the Cities of Las Vegas, NV, Overland Park, KS, Marco Island, FL and over 100 cities in Texas.

Courtney Lopez
Role: Utility Bill Auditor

Courtney has gained extensive utility audit expertise in her eight years at TriStem. She performs the initial review for each audit and files claims, working closely with utility providers and regulatory agencies as needed to ensure billing errors are corrected and refunded in accordance with applicable law. She has successfully secured close to \$1 million in refunds for TriStem's clients. Courtney also works with clients throughout the audit to obtain information needed to verify billing errors, and dedicates many hours to analyzing and verifying historical billing and metering data for each client. Courtney works extensively with our Texas Clients including Victoria County, Aransas County, and North Alamo Water District.

Sarah Mangham, CGFO
Role: Franchise Auditor

Prior to joining ETR Government Services (TriStem's franchise audit partner) in 2008, Sarah Mangham served as both Finance Director and Mayor for several Texas municipalities. She has over 15 years of successful experience in financial analysis and research; documentation, budget development, grant monitoring, management and operations experience; along with

incredible communication skills and finesse in client-staff relations. She is a certified government finance officer and works under the direction of TriStem in auditing municipal franchise payments, revenues and agreements. Sarah and her support staff have worked for municipalities in various capacities, which give them an understanding of the needs of both the elected officials, staff members, and the tax payers of the Town of New Scotland.

Ben Sanford

Role: Telecom Auditor

TriStem has utilized Ben Sanford & Associates (BSA) as our exclusive telecommunications auditor for over 25 years. His firm is located in San Antonio, Texas. Mr. Sanford holds a Bachelor of Business Administration from the University of Texas at Arlington. He began his communications career in the Air Force and went on to serve as Business Office Manager for Southwestern Bell and as a Communications Consultant for U.S. Telephone. He's been an independent consultant since 1981. Mr. Sanford served as the past president of the Southwest TeleConsultant's Association, and also served as the past president for the Society of Telecommunications Consultants. Mr. Sanford has completed hundreds of telecommunications audits, including audits for Harris County, City of Brownwood and City of Harker Heights.

Chris Beck

Role: Telecom Auditor

Mr. Beck, Senior Consultant with Ben Sanford & Associates has a BA degree from the University of Wisconsin-Madison. He was employed by Southwestern Bell and AT&T Information Systems as a Communications Consultant, specializing in the financial and professional service industries. He was associated with an interconnect company as a Technical Marketing Specialist, which involved analysis of the vast array of competitive systems and vendors available in the marketplace. Since becoming an independent consultant in 1986, Mr. Beck's clients have included such entities as governments, education, manufacturing, service, legal, and medical care. He has worked with Mr. Sanford for over twenty-four years and in the telecommunications industry for more than thirty-five years.

Following is a sample list of Municipal Clients TriStem has worked for in recent years, including reference contact information.



Municipal Audit References

Below is a listing of some municipalities TriStem has worked for in recent years. In our 37-year history, we have completed audits for over one thousand municipal entities across the U.S.

CITY OF BROWNWOOD, TX

Pop. 18,965

Utility Bill Audit completed in 2014; franchise fee audit in progress as of 2015
Obtained \$216,000+ in refunds and \$30,000+ in annual savings

Contact: Walter Middleton, Finance Director
Ph: (325) 646-5775
Email: wmiddleton@ci.brownwood.tx.us

CITY OF GLENN HEIGHTS, TX

Pop. 11,763

Utility Bill & Franchise Audit completed in 2015
Obtained \$88,751 in refunds, \$16,345 in annual savings and \$21,300 annual increase in franchise revenues

Contact: Lakeita Sutton, Director of Finance
Ph: (972) 223-1690 Ext 202
Email: Lakeita.sutton@glennheightstx.gov

CITY OF HARKER HEIGHTS, TX

Pop. 28,169

Utility Bill & Franchise Audit completed in 2013
Obtained \$337,171 in refunds and \$50,000+ in annual savings

Contact: Ayesha Leiilaiee, Assistant Finance Director
Ph: (254)953-5631
Email: alealiiee@ci.harker-heights.tx.us

CITY OF OVERLAND PARK, KS

Pop. 181,260

Utility Bill Audit completed in 2015; Cable Franchise audit in progress
Obtained \$48,326 in refunds and \$6,600 in annual savings

Contact: Sherri Idle, Internal Auditor
Ph: (913) 895-6164
Email: sherri.idle@opkansas.org

CITY OF PLANO, TX

Pop. 274,409

Utility Bill Audit completed in 2014; no recoveries

Contact: Mike Rogers, Director of Internal Audit
Ph: (972)941-7304
Email: MikeR@plano.gov

CITY OF MARCO ISLAND, FL

Pop. 13,301

Utility Bill Audit completed in 2013
Obtained \$13,891 in refunds and \$2,000 in annual savings

Contact: Bob Creighton, Purchasing/Contracts Manager
Ph: 239-389-5011
Email: BCreighton@cityofmarcoisland.com

CITY OF PECULIAR, MO

Pop. 4,797

Utility Bill Audit completed in 2015
Obtained \$22,200 in refunds and \$7,915 in annual savings

Contact: Trudy Prickett, Business Office Manager
Ph: (816) 779-2237
Email: tprickett@cityofpeculiar.com

CITY OF ARLINGTON, TX

Pop. 379,577

Utility Bill Audit completed in 2014
Obtained \$184,309 in refunds and annual savings

Contact: Carol Griffith, former Operations Analyst
(currently works for City of Fort Worth)
Ph: (817)392-1234
Email: Carol.griffith@fortworthtexas.gov

CITY OF KELLER, TX

Pop. 42,907

Utility Bill Audit completed in 2015

Obtained \$84,424 in refunds and \$10,000+ in annual savings

Contact: Pam McGee, Finance/Purchasing Manager

Ph: (817)743-4028

Email: pmcgee@cityofkeller.com

CITY OF ALLEN, TX

Pop. 92,020

Utility Bill Audit completed in 2013

Obtained \$80,842 in refunds and \$20,779 in annual savings

Contact: Steve Massey, Director of Community Services

Ph: (214)509-4501

Email: smassey@cityofallen.org

CITY OF CEDAR HILL, TX

Pop. 46,663

Utility Bill Audit completed in 2015

Obtained \$76,032 in refunds and \$135,857 in annual savings

Contact: Melissa Valadez-Cummings, Assistant City Manager

Ph: (972)291-5100 ext 1007

Email: melissa.valadez@cedarhilltx.com

CITY OF LAS VEGAS, NV

Pop. 603,488

Utility Bill Audit completed in 2012

Obtained \$333,497 in refunds and \$85,000 in annual savings

Contact: Jeff Dix, former Utilities Coordinator

Ph: (702)581-5667

Email: jeffdix@aol.com

CITY OF SAINT LOUIS, MO

Pop. 318,416

Utility Bill and Electric Franchise Audit completed in 2012

Obtained \$1,878,031 in refunds and \$230,800 in annual savings

Contact: Joe Kuss, Deputy Engineer

Ph: (314)622-3535 ext 6605

Email: kussj@stlouiscity.com

Contingent Fee Percentage

When you hire TriStem, you're getting a valuable service not found anywhere else. The results we've achieved for our Clients throughout our 37-year history speak for themselves. **Because our fee structure compensates us only when you see results, we're motivated to obtain the maximum recovery and savings for each of our clients.** *If you don't receive a financial benefit from our audit, the charge to you is \$0!*

TriStem's proposed fee is 40% of any recoveries (refunds for past overbillings or unpaid franchise revenues), and savings (future billing reductions) for 12 months. Our fee is not due until the Town receives the recoveries and savings are implemented. Once TriStem confirms that you've received the appropriate refund, we will submit an invoice for 40% of the recovery amount. Any savings that result from implemented cost-reduction recommendations will be invoiced at 40% of the reduction amount for twelve months – a significantly shorter period than the savings fee required by other utility audit firms.

This methodology eliminates any unforeseen costs to the client. TriStem's proposed fee includes all costs, expenses, equipment, supplies, travel, etc.

TriStem's expertise in the utility audit industry, combined with our dedication to long-term customer satisfaction and a risk-free pricing model make hiring us an easy decision for our Clients.

Expected Time for Completing Audits

TriStem's approach will execute the job in stages. The audit will begin once we receive the data required from the Town to commence the project. A "typical" audit timeline is approximately 12 months. The actual schedule is dependent upon many factors, including responsiveness of the utility providers, the complexity of errors discovered, and the dollar value of claims made.

TriStem has completed hundreds of similar projects. In the past 37 years, this is what we have learned: each audit is unique. We cannot predict what we will find, or how the audit will unfold, until we start investigating the records. The key players here are your utility companies.

Following is a summary of the various stages of TriStem's work plan, including estimated timeframes:

1. **Data Collection** - Obtain necessary documents and information from Town (see "Audit Checklist", attached)

30 days from award of contract

2. **Initial Review** - Perform brief review of all bills received to detect common errors and savings opportunities. TriStem will contact utility providers to facilitate correction of errors and refunds, and client will be notified of any initial savings measures identified.

1 day to 2 weeks after TriStem receives all of the necessary data from the Town.

3. **Database Compilation** - Input billing, meter and facility data for each account in an Excel spreadsheet, along with TriStem's audit formulas, to create a database of all Town's utility accounts. **This database will be provided to the client upon completion of the audit as a basis for future account tracking.**

30 to 60 days after initial review

4. **Acquisition of Documents from Utility Providers** – Collection of rates and tariffs (if not already on file), historical billing and usage data (including meter readings, usage reports, payment records, etc.), and database of utility service locations from utility providers. **This will take place concurrently with the Database Compilation stage.**

Average time to receive data from utility providers can range from 2 weeks, to 90 days or longer. Timeframe can vary greatly; this is the stage that depends completely on the responsiveness of the utility providers.

5. In-Depth Analysis – Comprehensive audit of all documents provided by the Town and utility providers. This will include:

- a. Review of database and TriStem’s audit formulas for any “red flag” accounts
- b. Analysis of all historical documents for additional “red flag” accounts
- c. Analysis of rates, tariffs, and service agreements to identify any potential rate errors, rate savings, agreement violations, etc.

Our goal during this stage is identifying any errors that result in overcharges and savings opportunities, including, but not limited to: meter read errors, charges billed for incorrect or non-existent equipment, meter malfunctions, incorrect meter constants, clerical billing errors, billing for services belonging to others, alternative rates and riders, unneeded services, discounts not applied, etc.

90 to 180 days from the time that all necessary data is received from the utility providers.

6. Acquisition of Supplemental Information – Consult with Town and/or utility providers regarding any accounts where verification of service characteristics is needed in order to determine billing accuracy and cost savings possibilities. When investigating possible billing errors, TriStem may need to contact Town personnel to obtain information regarding facility use and operations for service locations with utility account discrepancies.

Concurrent with In-Depth Analysis. This will be done at various points within the In-Depth Analysis stage, as questions arise. Time to completion is dependent upon responsiveness of Client and utility providers.

7. Refund Claims/Recovery and Cost-Savings Measures - Submit refund claims (with backup documentation) and communicate with utility providers to accomplish correction and refund of verified account errors. Submit requests to utility providers for client-approved account changes to reduce future expense.

NOTE: As soon as we can prove an overcharge, claims will be filed. Claims may be filed at any stage during the audit. In each case, the Town will receive copies of all claims, which are typically submitted to utility providers via email. TriStem will take the lead role in the recovery stage and stay on the claim until the proper recovery has been obtained. The Town may be involved to the degree it chooses.

Timeframe for issuance of refunds and billing changes is dependent upon responsiveness of utility providers, and the complexity and dollar value of the claim. Small claims are

typically resolved without undue delay. Normally ranges from 30 to 180 days, but can be substantially longer for larger claims.

- 8. Field Work** - For accounts requiring on-site inspection to determine billing/metering accuracy, TriStem will make arrangements with the Town to perform field work to view meters, transformers, streetlighting and any other equipment or facilities whose operational characteristics play a role in the monthly billing.

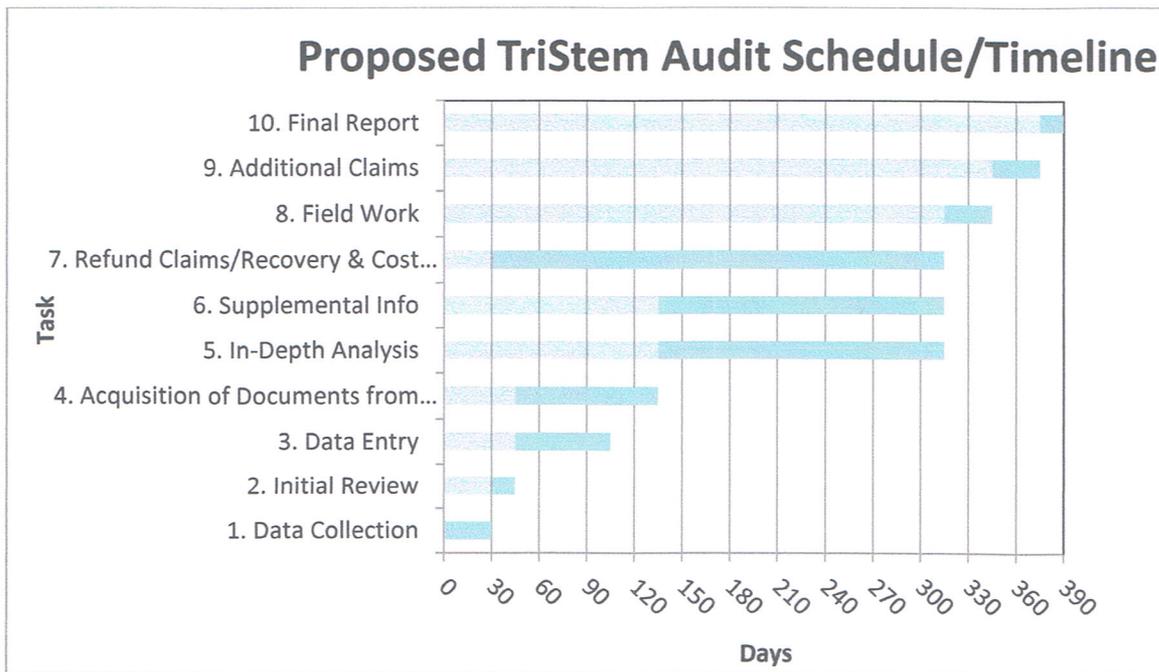
30 to 90 days after completion of In-Depth Analysis.

- 9. Additional Claims (if needed)** - Submit claims to utility providers for any additional accounts where field work results in confirmation of billing and/or metering errors.

See timeframe for Refund Claims/Recovery Stage.

- 10. Final Report** – After the audit is complete, all account errors have been corrected, approved savings recommendations have been implemented, and all refunds issued, TriStem will submit a final report to the Town to summarize work performed including a detailed listing of each account audited, each error corrected, refund received, rate change or other cost savings measures taken, and an estimate of the annual dollar amount that the Town will save as a result of our work. Our report will include recommendations for Town staff to ensure that errors found don't occur again and tips for keeping your utility costs as low as possible.

30 to 60 days after resolution of all claims.





**PROPOSAL TO PERFORM
FRANCHISE FEE AUDIT SERVICES**

submitted to

THE TOWN OF NEW SCOTLAND

by the

**COHEN LAW GROUP
413 S. Main Street, Third Floor
Pittsburgh, PA 15215
Phone: (412) 447-0130
www.cohenlawgroup.org**

MAY 10, 2016

TABLE OF CONTENTS

	<u>PAGE</u>
I. INTRODUCTION	1
II. FRANCHISE FEE AUDIT BENEFITS.....	2
III. SCOPE OF SERVICES	5
IV. PROFESSIONAL BACKGROUND.....	9
V. COST OF SERVICES.....	12

I. INTRODUCTION

The Cohen Law Group (“CLG”) welcomes this opportunity to submit a proposal to the Town of New Scotland (the “Town”) to perform a franchise fee audit of Time Warner Corporation (“Time Warner”). Through a franchise fee audit, a municipality can hold the cable operator accountable for past franchise fee payments and ensure that it receives the future franchise fee revenues to which it is entitled.

CLG is uniquely qualified to assist the Town of New Scotland in a franchise fee audit of Time Warner. Over the last 18 years, we have conducted hundreds of franchise fee audits on nearly every national cable operator and many regional operators. We negotiate with Time Warner on a daily basis. We know Time Warner’s regulatory personnel who calculate franchise fees nationwide and we are very familiar with Time Warner’s franchise fee policies. Our attorneys have the knowledge, ability, and experience to ask the right questions and to discover any franchise fee underpayments. We work aggressively to obtain franchise fee information from the cable operator, to ferret out any and all errors, and to pursue appropriate remedies, if applicable, for our clients.

II. FRANCHISE FEE AUDIT BENEFITS

Depending on the cable operator's payment practices, a franchise fee audit may result in a finding of cable operator underpayments. Our firm has performed hundreds of franchise fee audits, including many audits of Time Warner. In 2014 & 2015, we discovered underpayments in 73% of the audits we performed. For example, we conducted 26 audits of Comcast on behalf of 13 municipalities of the North Hills Council of Governments and achieved a return on investment of 4.26 to 1.¹ In other words, for every \$1.00 paid by the municipalities, they obtained \$4.26 in increased franchise revenue from the cable operators as a result of the audits.

In 2015, our firm performed nearly 100 franchise fee audits for clients across the country. By way of example, our past clients include the City of Pittsburgh, the City of Philadelphia, Queen Anne's County, MD, Charles County, MD, Oregon City, OR, and other many other municipalities. In New York, we recently performed audits on behalf of the Town of Grand Island and the Town of Lancaster, finding over \$55,000 in underpaid franchise fees for each client.

A franchise fee audit may also reveal that the cable operator has paid all of the franchise fee revenue to which the municipality is entitled. If so, even if there are no underpayments, the municipality will have achieved accountability for the franchise fee line item in its budget. Moreover, a franchise fee audit sends a strong message to the cable

¹ This ratio is derived from the "Return-on-Investment Chart" prepared for the North Hills Council of Governments after the completion of the franchise fee audit project. The financial return includes both retroactive and prospective increases in franchise fee revenue achieved as a result of the audits. The ROI varied for each individual municipality and there is no guarantee, of course, that the Town will achieve the same ROI as that achieved by the North Hills Council of Governments.

operator that the municipality is being vigilant in fulfilling its fiduciary duty and holding the cable operator accountable.

Section 622 of the federal Cable Act, 47 U.S.C. § 542, authorizes municipalities to assess a franchise fee on cable operators. A municipality may assess up to five percent (5%) of the cable operator's "gross revenues" from the operation of the cable system to provide cable services in the municipality. The amount of franchise fee revenue paid to the municipality depends on the definition of "gross revenues" in the municipality's cable franchise agreement and the legal interpretation of that definition.

A cable operator's "gross revenues" for cable services includes numerous revenue sources that the operator collects from cable customers and other entities. These revenue sources, consisting of approximately twenty-five (25) different revenue groups, include both subscriber and non-subscriber revenue sources. Subscriber revenue sources include the revenues that are paid by cable customers for video packages and related services and equipment. Examples include the standard video tiers (Basic, Expanded Basic, and Premium services), installation charges, and late fees. Non-subscriber revenue sources include revenues that are received by the cable operator from entities other than cable customers. Examples include advertising revenue, home shopping commissions, and leased access payments. The cable operator has the legal right to pass through all franchise fees to subscribers as a separate line item on their bills.

The revenue sources subject to the franchise fee for any particular municipality depend on the definition of "gross revenues" contained in the municipality's cable franchise agreement and generally accepted accounting principles. The cable operator's

interpretation of the definition of “gross revenues,” however, is often limited in scope and therefore biased in favor of the cable operator. Consequently, the municipality may not receive the full franchise fee revenue to which it is entitled. This discrepancy is often not apparent until a franchise fee audit has been performed.

Because cable operators work with large quantities of data corresponding to numerous municipalities, they also periodically make substantive or clerical errors. In addition, cable systems are not constructed along municipal boundaries and cable operators often are not familiar with the specific geographical boundaries of a municipality. It is not uncommon, therefore, for cable operators to code certain subscribers to an incorrect jurisdiction, which results in the correct municipality losing franchise fee revenue.

This issue may be particularly important for the Town of New Scotland. A franchise fee audit will clarify and confirm the correct address lists for the Town to ensure that Time Warner is correctly attributing revenue earned in the Town to the franchise fees it pays to the Town, rather than to surrounding jurisdictions. Another common scenario, which often results in substantial franchise fee underpayments, occurs when the cable operator does not remit franchise fees on bulk service revenues received from universities.

Finally, cable operators periodically change accounting methodologies or hire new accounting staff, and such changes may result in inaccurate revenue figures recorded for a municipality. Through a formal franchise fee audit, any such mistakes on the part of the cable operator are identified and corrected. A franchise fee audit is a critical tool for municipalities to hold cable operators financially accountable.

III. SCOPE OF SERVICES & TIMELINE

If hired by the Town, we could easily commence the review within one week by reviewing the Town's current agreement and sending our Request for Information and Documents to the cable operator. Based on past experience, we would likely receive responsive documentation from the Time Warner within two months. From that point, it usually takes about three weeks to review Time Warner's documentation in detail, compose follow up questions, and send them to the cable operator.

In most cases, we conduct several conference calls with Time Warner during the course of the review to discuss financial inconsistencies in the backup data, or to ascertain additional information for purposes of the review. As far as timeline is concerned, it generally takes us between four and seven months, from the time we are hired, to issue an audit report to our client.

The following is the detailed scope of services that CLG will perform if hired to assist the Town of New Scotland in a franchise fee audit:

A. Preliminary Review and Preparation of Document Request

Because every cable franchise agreement (and/or ordinance) is different, the first step is to ascertain the Town's current legal position with respect to franchise fees. CLG will review the Town's current franchise agreement with Time Warner and any other cable ordinances and/or any relevant amendments.

If the Town should decide to engage our firm, the first step in the process would be to review the operative definition of "gross revenues" in the franchise agreement. We will

also review recent franchise fee documents from the cable operator in the Town's possession, including franchise fee verification reports (which typically accompany franchise fee payments) and any relevant correspondence from the cable operator.

After reviewing these documents, we will discuss the results of our review with the Town. We will then prepare a detailed written request to the cable operator for all franchise fee information and documents relevant to the Town and applicable to the audit. This request is known as a "Request for Information and Documents" or "RFID." In addition to primary franchise fee documents, including financial information related to the cable operators' calculation of franchise fees, the request will ask specific questions regarding the methodologies employed by the cable operators in determining franchise fee payments.

Subsequent to receipt of our RFID, Time Warner will request that the Town enter into a Non-Disclosure Agreement ("NDA"). Due to the large number of Time Warner audits that our office performs, CLG already has a standard, pre-negotiated NDA in place with Time Warner. This NDA permits CLG to discuss the information obtained during the course of the audit with the Town, as well as local municipal officials. It further permits CLG to include such information in its final report to the Town at the conclusion of the audit process. As such, we will not need to spend any time negotiating a new NDA on behalf of the Town.

B. Franchise Fee Audit

Based upon the information and documents received from the cable operator and the Town, as well as likely follow-up information requested and obtained from the cable

operator, CLG will perform a franchise fee audit that includes, but is not limited to, the following activities:

1. Making a determination of all eligible revenue sources for the Town based upon the definition of “gross revenues.”
2. Reviewing the cable operator’s supporting documentation for franchise fee revenue to the Town, including franchise fee verification, quarterly spreadsheets, worksheets and other revenue reports.
3. Reviewing the Town’s supporting documentation, including franchise fee reports, cancelled checks, etc. to determine consistency and timeliness of payments.
4. Identifying each revenue source that the cable operator has included in the definitions of “gross revenues” for the Town and determining whether the cable operator is applying the franchise fee to all eligible revenue sources for the time period under review. This includes identifying any revenue sources to which the Town is entitled, but which the cable operator did not include in calculating “gross revenues.”
5. Ensuring that all eligible revenues recorded in the cable operator’s financial records are accurately included in the franchise fee payments in accordance with the State’s franchise agreement.
6. Reviewing certain special revenue sources, such as “trouble call” fees, video tier downgrade fees, franchise fee-on-franchise fees, etc. to determine proper inclusion in the determination of franchise fees for the time period under review.
7. Determining whether all non-subscriber revenues, such as advertising and home shopping revenues, which are calculated on a regional rather than a local basis, have been properly calculated and properly apportioned to the Town.
8. Ensuring that “bundled service” revenues (i.e. revenues applied to cable, internet and phone services) have been accurately apportioned during the calculation of franchise fees.
9. Re-performing cable operator calculations for determining franchise fee revenues for the period under review. These calculations include, but are not limited to, figures underlying the amounts reported for each revenue source

and calculations on the specific items comprising general franchise fee categories such as “miscellaneous revenues” and “installation revenues” (which include installation, disconnection, reconnection, and relocation fees).

10. Ascertaining trends of various revenue categories to spot discrepancies or inconsistencies in the reporting of revenues over time and making inquiries with the cable operator to explain such discrepancies or inconsistencies.
11. Obtaining a “homes passed list” for the Town from the cable operator to determine with specificity whether the cable operator is properly coding cable subscribers to the Town as opposed to adjacent municipalities. We will then ask the Town to review the list for possible errors. This includes asking Town officials to compare the homes passed database against their resident databases (e.g. property or wage tax, water customer or other databases) for possible errors.
12. Determining whether there are any underpayments of franchise fees to the Town with respect to the cable operator, the amount of the underpayment and whether any penalties in addition to the underpayment apply in accordance with the applicable franchise agreement and/or ordinances.
13. The collection of any underpayments discovered during the course of audit.

The time period under review for the franchise fee audit will be the New York State statute of limitation on contractual actions, which is six (6) years.

C. Franchise Fee Audit Memorandum

Based upon the results of the franchise fee audit discussed above, CLG will prepare a written memorandum to the Town that includes a discussion of the methodology of the franchise fee audit, a description of the work performed, the specific findings of the investigation and a determination, if applicable, of franchise fee underpayment plus applicable penalties. After the franchise fee memo has been submitted to and reviewed by the appropriate Town officials, we will schedule a conference call with Town officials to present the results of the audit as well as our recommendations, answer any questions, and

formulate a strategy for obtaining any retroactive franchise fee revenue to which the Town may be entitled from the cable operator.

IV. PROFESSIONAL BACKGROUND

CLG specializes in representing municipalities in cable, telecommunications and broadband matters. For over 18 years, we have guided our clients through these intricate fields. CLG has represented over 500 municipalities in these matters, and our attorneys offer technical expertise, depth of experience and a tireless commitment to help our clients solve complex issues.

CLG has performed hundreds of franchise fee audits to ensure that cable operators have paid our municipal clients the franchise fee revenue to which they are entitled. We have had extensive experience representing municipalities that are served by Time Warner, as well as performing numerous franchise fee audits on this cable operator. We know Time Warner's regulatory personnel who calculate franchise fees nationwide and we are very familiar with Time Warner's franchise fee policies.

Our professionals have an intimate understanding of the franchise fee accounting principles and cable operator methodology related to franchise fees. We also have expertise in the laws and regulations related to franchise fees and the rights of local governments in this field. Finally, we have extensive experience in working with cable operators and negotiating with them to obtain retroactive franchise fee payments for our clients. This is especially true of Time Warner.

In addition to franchise fee audits, our firm provides the following services:

- Drafting and negotiating cable franchise agreements
- Review of current and proposed cable franchise agreements/ordinances
- Cable franchise renewal negotiations with cable companies
- Transfer or sale of franchise ownership or control
- Cable franchise compliance reviews
- Rules and policies for public, education and governmental (“PEG”) channels
- Cable-related litigation
- Development of wireless facility ordinances
- Negotiation with cellular tower and antenna companies
- Wireless facility litigation
- Right-of-way cost studies and fee development
- Drafting of right-of-way ordinances
- Right-of-way management planning and enforcement
- Negotiating multi-dwelling unit (“MDU”) agreements between cable operators and apartment building owners

As an active member of the National Association of Telecommunications Officers and Advisors (NATOA) and other professional organizations, CLG stays current with frequent changes in cable and telecommunications law. The firm’s principal, Dan Cohen, has written articles on cable franchising and telecommunication matters which have been published in such periodicals as *Public Management Magazine* and *Government Procurement Magazine*. Mr. Cohen is also a frequent guest speaker at local, regional and national municipal conferences.

In addition to providing professional counsel to municipalities on cable and telecommunications matters, Mr. Cohen served as an elected municipal official for twelve (12) years. He served on the Pittsburgh City Council from 1990 to 2002. As a result, he has firsthand knowledge of the challenges and opportunities confronting municipal governments. During his tenure on City Council, he worked on municipal budgets, public

rights-of-way matters and other public issues from a municipal perspective. He is keenly aware of the practical needs and financial constraints facing municipalities.

Mr. Cohen served as Chair of City Council's Cable Television Committee for ten years. In 1999, he was a principal negotiator of cable franchise renewal with AT&T Broadband for the City of Pittsburgh. He also served on the Mayor's Telecommunications Committee. Mr. Cohen led Pittsburgh's efforts to regulate cable rates in the early 1990s. Those efforts resulted in City Council's rejection of two Basic Tier rate increases by TCI of Pennsylvania and a refund ordered by the Federal Communications Commission for all City of Pittsburgh cable customers.

Attorney Natausha Horton served as a Law Clerk to the Pennsylvania Supreme Court prior to joining the Cohen Law Group. She graduated *summa cum laude* from the University of Pittsburgh and received her law degree at the University of Pittsburgh School of Law. Ms. Horton served as the Law Clerk for the Chapter 13 Bankruptcy Trustee for the Western District of Pennsylvania. There she worked with debtors and creditors to establish bankruptcy repayment plans and monitored the accounting and computation of such payments to the Trustee. Ms. Horton primarily concentrates her practice on franchise fee audits and the development and implementation of wireless facilities ordinances.

Attorney Phil Fraga, brings significant private sector experience to his role in serving as outside counsel to municipalities. Mr. Fraga served as assistant general counsel to a major cable company prior to joining the firm in January of 2006. His industry experience and his understanding of the corporate policies and operations of cable companies have proven invaluable for our clients. Mr. Fraga focuses primarily on cable

franchise negotiations, franchise fee audits, and right-of-way matters. Mr. Fraga has undergraduate degrees in Accounting from Carlow University as well as in Finance from Bethany College. He also holds an MBA from the University of Steubenville, and a law degree from the Duquesne University School of Law.

Attorney Stacy Browdie has many years of experience working with municipalities in cable and telecommunications matters. While adept in many areas of the firm's practice, Ms. Browdie concentrates primarily in cable franchise agreements. Ms. Browdie graduated from the University of Pennsylvania and from the University of Pittsburgh School of Law.

V. COST OF SERVICES

The following represents the cost of services if engaged by The Town of New Scotland to perform a franchise fee audit of Time Warner. Pursuant to the Town's Request for Proposals, we propose to perform this service on a contingency basis. We are able to offer our services on this basis because our experience in performing franchise fee audits lends predictability to this effort. The fee for this project is as follows:

Franchise Fee Audit: 30% of any underpayments collected

The scope of services included in this project does not include the unlikely possibility of extraordinary services requested by the client outside the scope of services contained in this proposal or any significant unforeseeable developments. In the event of

such extraordinary or unforeseeable developments, CLG will contact the Town to discuss such developments prior to rendering services related to such developments. If such services are authorized, CLG would charge a fee of \$300 per hour.

This concludes our proposal to audit Time Warner on behalf of the Town. We appreciate the opportunity to submit this proposal and hope that you consider our firm to represent the Town in its cable franchise fee audit.



TOWN OF NEW SCOTLAND

www.townofnewscotland.com

Parks Department
765-2681
tcampara@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 ^(x16^{1/2})

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 Rychcik 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 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 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
~~From~~ July 29-31st Both Fields

ATTACHMENT #6



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's)

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

A Resolution Authorizing the Filing of an Application for State Assistance from the Household Hazardous Waste (HHW) State Assistance Program and Signing of the Associated State Contract, Under the Appropriate Laws of New York State.

WHEREAS, the State of New York provides financial aid for household hazardous waste programs; and

WHEREAS, The Town of New Scotland, herein called the MUNICIPALITY, has examined and duly considered the applicable laws of the State of New York and the MUNICIPALITY deems it to be in the public interest and benefit to file an application under these laws; and

WHEREAS, it is necessary that a Contract by and between THE PEOPLE OF THE STATE OF NEW YORK, herein called the STATE, and the MUNICIPALITY be executed for such STATE Aid;

NOW, THEREFORE, BE IT RESOLVED BY the Town Board of the Town of New Scotland;

1. That the filing of an application in the form required by the State of New York in conformity with the applicable laws of the State of New York including all understanding and assurances contained in said application is hereby authorized.
2. That the Highway Superintendent of the Town of New Scotland, or his/her designee is directed and authorized as the official representative of the MUNICIPALITY to act in connection with the application, to sign the resulting contract if said application is approved by the STATE; and to provide such additional information as may be required.
3. That the MUNICIPALITY agrees that it will fund the entire cost of said household hazardous waste program and will be reimbursed by the State for share of such costs as indicated in the contract.
4. That two (2) Certified Copies of the Resolution be prepared and sent to the New York State Department of Environmental Conservation together with a complete application.
5. That this resolution shall take affect immediately.

CERTIFICATE OF RECORDING OFFICER

That the attached Resolution is a true and correct copy of the Resolution, authorizing the signing of an application for State Assistance, authorizing the signing of a State Contract, and assuring funding of the municipal portion of the cost of the project as regularly adopted at a legally convened meeting of the Town of New Scotland Town Board duly held on the _____ day of _____, _____.

And further that such Resolution has been fully recorded in the _____ in my office.

In witness whereof, I have hereunto set my hand this _____ day of _____, _____.

Official Seal

Signature of Recording Officer

Title of Recording Officer

**AGREEMENT
For
EMT-D SERVICES
Between
THE COUNTY OF ALBANY
And THE TOWN OF NEW SCOTLAND**

Contract Authorization:
Resolution No.: 42 of 2016

This is an Agreement made by and between The County of Albany, acting through the Albany County Sheriff's Office, with offices located at Albany County Courthouse, Albany, New York 12207, (hereinafter referred to as the "County") and the Town of New Scotland, with offices located at 2029 New Scotland Road, Slingerlands, NY 12159, (hereinafter referred to as the "Municipality," the County and Municipality may be referred to as the "Party" or Parties").

WITNESSETH:

WHEREAS, the County provides emergency medical services in Albany County through an Emergency Medical Technician-Defibrillation (hereinafter EMT-D) program administered by the Albany County Sheriff's Department, and

WHEREAS, municipalities within Albany County may participate in the County program through agreements requiring financial contribution, and

WHEREAS, the Municipality has expressed a desire to participate in the County program through and such an agreement; and

WHEREAS, the County Legislature approved the County Executive to enter into a one-year agreement with the Municipality regarding the aforesaid Service by Resolution No. 42 OF 2016, for the period January 1, 2016 through December 31, 2016;

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE 1. SCOPE OF SERVICES

- 1.1 During the term of this Agreement, the County agrees to perform the following services:
 - a. Provide EMT-D services, under applicable provisions of the Public Health Law, by direct assignment throughout the District in addition

to, and not in competition with, municipal, full-time, volunteer or private agencies providing first response or ambulance services. Such EMT-D services are to be provided throughout the entire District as it may be legally described.

- b. County will provide EMT-D to the Municipality as needed on an agreed-upon basis between both parties. A description of work activities, necessary skills, and qualifications for Emergency Medical Technicians (EMTs) is attached here to as "Exhibit A". EMT-D trained and certified individuals shall be assigned as shall be mutually determined by the respective designees of the Parties.
- 1.2 It is the understanding by and between the County and the Municipality that the primary responsibility of the ambulance crew at the scene and the EMT-D crew from the County is the care, treatment and transportation of the injured individual receiving services. In no circumstance shall the care, treatment and transportation of the patient be influenced or modified by demands made by any police agency or other authority, except within the discretion of the relevant ambulance crew and/or the EMT-D crew administering aid, which discretion shall be in the best interests of the care of the patient.
 - 1.3 For the safety of patients, as well as County, Municipal, and Ambulance Service employees, all individuals volunteering or employed as Supplemental Emergency Medical Personnel (individuals volunteering or supporting County employees on emergency medical services calls not employed by the County, hereinafter "SEMPC") partnering with County employees, must meet the standards of the Albany County Sheriff's Department's Physical Ability Test (attached hereto as Schedule "B"). Individuals volunteering or employed as Supplemental Emergency Medical Personnel must be evaluated at any of the County's Sherriff's Offices, and must receive a certificate of compliance with Schedule B before being allowed to collaborate on calls with County employees.

ARTICLE 2. FEES

In consideration of the terms and obligations of this Agreement, the Municipality agrees to pay and the County agrees to accept fees as set forth herein for services rendered under this Agreement.

The total fees and expenses due from the Municipality for services rendered during the contract period shall not exceed the sum of SEVENTY THOUSAND AND TWO AND 82/100 (\$70,002.82) DOLLARS (US CURRENCY). Payment of fees shall be made by THE MUNICIPALITY to the County upon billing in December of 2015.

The County agrees to submit its intended budget for the following year to the Municipality prior to August 15th of this year, identifying estimated expenses and costs for the EMT-D Program, including services rendered for the contract period, if any and a statement of an approximate maximum fee to be charged to the Municipality for all services rendered and anticipated.

ARTICLE 3. AVAILABLE DATA

All technical or other data relative to the services provided under this Agreement shall be shared between the Parties as necessary without expense.

ARTICLE 4. COOPERATION

The Parties, their respective agents, employees, officers, representatives and servants, shall cooperate with each other, to the end that the services provided may proceed expeditiously and economically.

ARTICLE 5. ACCOUNTING RECORDS

Proper and full accounting records shall be maintained by the County. The records shall clearly identify the costs of the services performed. The records shall be subject to periodic and final audit by the Municipality upon request. The records shall be accessible to the Municipality for a period of two (2) years following the date of any bill for services.

ARTICLE 6. ASSIGNMENT

Pursuant to Sec. 109 of the NYS General Municipal Law, the County is prohibited from assigning, transferring, conveying, subcontracting, or otherwise disposing of this Agreement, or of the County's right, title or interest therein without the prior written consent of the Municipality.

ARTICLE 7. OWNERSHIP OF MATERIALS

All rights, title and ownership in and to all written materials prepared in accordance with services provided under this Agreement shall be in the County, including the right of republication. The Parties shall share records as necessary for performance of the services contemplated by mutual agreement without cost.

ARTICLE 8. INDEPENDENT CONTRACTOR

The County, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistently with such status, that it will neither hold itself out as, nor claim to be an agent, employee, or other such

representative of the Municipality by reason hereof, and that it will not, by reason hereof, make for itself, its representatives, or employees, any claim, demand, or application to or for any right or privilege applicable to an agent, employee, or other such representative of the Municipality, including, but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage, or retirement membership or credit.

ARTICLE 9. INDEMNIFICATION

The County shall defend, indemnify and save harmless the Municipality, its officials, employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of, the County's negligent or intentional act or omission or for the acts or omissions of its officials, employees and agents, to the extent of the County's responsibility for its claims, damages, losses and expenses.

ARTICLE 10. INSURANCE

The County agrees to procure and maintain without additional expense to the Municipality, for services covered by this Agreement, insurance in the sum of not less than one million (\$1,000,000.) dollars per person-three million (\$3,000,000.) dollars per occurrence, to provide coverage for County officers, employees, agents and equipment for general liability, professional liability, automobile liability and medical malpractice insurance. The County will also provide Worker's Compensation and Disability insurance as required by law. All insurance coverage shall name the Municipality as an additional insured and the County agrees to provide evidence of such coverage to the Municipality prior to providing any services.

ARTICLE 11. TERM AND TERMINATION

The services provided for in this Agreement shall commence on January 1, 2016 and continue in effect until January 1, 2017, unless otherwise terminated.

The Parties shall have the right at any time to terminate this Agreement, without cause, upon ninety days prior written notice by certified mail return receipt requested. In the event of termination; the County shall be entitled to compensation for all work theretofore authorized and performed.

ARTICLE 12. LICENSES

The County shall at all times obtain and maintain all licenses required by New York State to perform the services required under this Agreement. The County shall provide proof of licensure to the Municipality upon reasonable request.

ARTICLE 13. NON-DISCRIMINATION

The County shall not discriminate against any resident or employee of the County on the basis of race, color, creed, national origin, gender, marital status, sexual orientation, military status, handicap or source of payment.

ARTICLE 14. NON-APPROPRIATION

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event that no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for continuation of the service. The County will immediately notify the Municipality of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

ARTICLE 15. APPLICABLE LAW

This Agreement shall be construed under the laws of the State of New York.

ARTICLE 16. NOTICE

All notices and documents required to be given or made by the Parties shall be given or made to:

DISTRICT

President
Town of New Scotland
2029 New Scotland Road
Slingerlands, NY 12159

COUNTY

Albany County Sheriff
Albany County Courthouse
Eagle Street
Albany, NY 12207

ARTICLE 17. INVALID PROVISIONS

In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of such covenant, condition or provision shall, in no way, affect any other covenant, condition or provision herein contained; provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either of the Parties in their respective rights and obligations contained in the valid covenants, conditions or provisions in this Agreement.

ARTICLE 18. PRIVACY OF PERSONAL HEALTH INFORMATION (HIPAA)

In order to comply with the U.S. Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Municipality, its employees, administrators and agents (hereinafter the "District" shall be interpreted to mean the District, its employees, administrators, and agents) shall not use or disclose protected health information (PHI) other than as permitted or required by this Agreement or law. District shall use all appropriate safeguards to prevent use or disclosure of PHI at all times. District shall maintain compliance with all U.S. Department of Health and Human Services, Office of Civil Rights policies, procedures, rules and regulations applicable in the context of this Agreement.

District shall mitigate any harmful effect that is known to District of a use or disclosure of PHI by District in violation of the requirements of this Agreement. District shall immediately report to the County any use or disclosure of PHI not provided by this Agreement of which it becomes aware. District shall ensure any subcontractors of District to which PHI is supplied, created, used or maintained shall be bound by the requirements of this article.

District shall provide access to PHI in a designated record set to the County or as directed by the County to an individual in order to meet the requirements of HIPAA. District shall make any amendments to PHI in a designated records set that the County directs or agrees to under HIPAA at the request of the County or the individual, and in the time and manner established by the County.

District shall make internal practices, books, records, including policies and procedures and PHI available to federal authorities in a time and manner designated by the federal authorities for purposes of determining compliance with HIPAA.

The County reserves all rights to terminate this Agreement upon knowledge of a material breach by District of the requirements of this article.

Each Party agrees to amend this Agreement as necessary to reflect any obligations of a Party under the administrative simplification provisions of HIPAA and any rules or regulations authorized or mandated by HIPAA. The Parties shall make good faith, best efforts to agree upon and have such amendments incorporated into an addendum to this Agreement, or, as appropriate, to enter into a business associate agreement, trading partner agreement, chain of trust partner agreement and/or any other agreement required on or before the compliance date specified by applicable administrative simplification provision or provisions under HIPAA.

IN WITNESS WHEREOF, this Agreement has been executed by the County, acting by and through the Albany County Executive, and the Municipality, by and through an act of a duly authorized officer, effective the day and year last below written.

COUNTY OF ALBANY

DATED: _____

BY: _____

Daniel P. McCoy
County Executive
or
Philip Calderone
Deputy County Executive

TOWN OF NEW SCOTLAND

DATED: _____

BY: _____

Douglas LaGrange
Supervisor

**STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:**

On the ____ day of _____, 2016, before me, the undersigned, a notary public in and for the state, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her 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) SS.:**

On the ____ day of _____, 2016, before me, the undersigned, a notary public in and for the state, personally appeared Philip Calderone, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her 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) SS.:**

On the ____ day of _____, 2016, before me, the undersigned, a notary public in and for the state, personally appeared Douglas Lagrange, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon whose behalf the individual acted, executed the instrument.

NOTARY PUBLIC

Exhibit "A"
Emergency Medical Technician Work Activities and Requirements

Individuals in this position are responsible for providing emergency medical services. This person also operates and utilizes specially equipped vehicles. When providing emergency medical services, the person in this position is in radio contact with, and may receive direction from paramedics and/or supervising physicians. Work is performed under the direction of the Paramedic Supervisor. Does related work as required.

TYPICAL WORK ACTIVITIES:

- Operates specially equipped vehicles to respond to emergencies and provides care to stabilize persons with life threatening problems resulting from trauma or other medical emergencies;
- Participates in the providing of emergency medical treatment to accident or other victims such as extrication, splinting, immobilization, airway management, CPR, Homeostasis, Drug administration (with existing protocols), defibrillation, etc.;
- Monitors and transmits assessment and vital signs information via radio or telephone;
- Applies rescue techniques and knowledge to affect the safety of persons trapped in vehicles, stranded, marooned or endangered by unusual circumstances;
- Keeps records of emergency calls, patient treatment, and problems encountered and solutions rendered, in the course of duty; Maintain and complete agency billing forms and non-medical paperwork.
- Maintains equipment on specially equipped emergency medical vehicles in appropriate operating condition;
- Participates in emergency medical training of other police, volunteer fire and EMS personnel, and other members of the community;

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:

- Good knowledge of emergency medical conditions, techniques and procedures;
- Good powers of observation;
- Ability to operate biomedical equipment and two-way radio equipment;
- Ability to perform calmly and efficiently in crisis situations;
- Ability to maintain records and prepare reports;
- Ability to understand and follow oral and written instructions;
- Ability to understand written laws and apply them to specific situations;
- Physical condition commensurate with the demands of the position (must be able to carry 150 lbs. of weight up to 100 feet).
- **MUST BE ABLE TO OPERATE AN EMS AMULANCE 24 HOURS A DAY, 365 DAYS PER YEAR.**

MINIMUM QUALIFICATIONS:

- A. Graduation from High School or possession of a High School Equivalency Diploma; AND,
- B. Possession of a valid current certification as an EMT-Defibrillation, issued by the NYS Department of Health, in accordance with Part 800, Chapter IV of the Emergency Medical Service Code; AND,
- C. Valid current certification in CPR; AND,
- D. Possession of a valid, appropriate level motor vehicle operator's license issued by NYS Department of Motor Vehicles and continued possession of said license required to maintain employment

Schedule B

PHYSICAL ABILITY STANDARD FOR SUPPLEMENTAL EMERGENCY MEDICAL PERSONNEL

Overview

This physical ability test (PAT) consists of five separate events. The PAT is a sequence of events requiring you to progress along a predetermined path from event to event in a continuous manner. This test was developed to allow the EMS Department to obtain pools of trainable candidates who are physically able to perform essential job tasks at EMS incidents. **This is a Pass/Fail test.**

Throughout all events, you must wear long pants and footwear with no open heel or toe. Gloves are recommended but not required. Watches and loose or restrictive jewelry are not permitted. All props were designed to obtain the necessary information regarding your physical ability. The tools and equipment were chosen to provide the highest level of consistency, safety and validity in measuring your physical abilities.

To ensure the highest level of safety and to prevent exhaustion, no running is allowed between events.

- I. **Event One: Stair Climb with Equipment.**
 - a. **Equipment:** Three items of primary care equipment weighing approximately 72 pounds; one flight of stairs (16-24 stairs, location dependent)
 - b. **Purpose of Evaluation:** This event is designed to simulate the critical tasks of climbing stairs with a full complement of primary care EMS equipment. This event challenges you aerobic capacity, and your upper and lower body muscular endurance.
 - c. **Event:** The candidate will pick up three EMS primary care bags and signal to the evaluator he/she is ready to start. The evaluator will then advise the candidate to start. The candidate will climb a flight of stair touching each stair. The candidate will climb and descend the flight stairs twice. Upon completing the stair climb, the candidate will negotiate through two doors without putting any of the equipment down. The candidate will walk to the next event. Upon arrival at the

next event, the candidate will place the three EMS bags down without dropping them. The candidate may not stop and rest.

- d. Failures: Once the candidate has picked up the three primary EMS bags he/she may not put them down until they have reached the next event. If a candidate drops or sets the equipment down prior to reaching the next event, the candidate will fail the event and the PAT. The candidate must touch each stair of the stair climb. Failure to touch a stair will result in a falling grade for the event and the PAT. The candidate may not stop and rest.

II. Event 2: Patient Rescue

- a. Equipment: One 165lb manikin with full body harness; 75' line
- b. Purpose of Evaluation: This event is designed to simulate the critical task of removing a victim or injured partner from a rescue scene. This event challenges your aerobic capacity, upper and lower body muscular strength and endurance, grip strength and endurance, and anaerobic endurance.
- c. Event: The candidate must put down without dropping the primary EMS equipment bags from event 1 and initiate a rescue after arriving at the manikin's side. The candidate must drag a 165lb weighted manikin. The candidate must drag the manikin 75' following a line on a preset pathway. The SEMPC may set the manikin down to adjust his/her grip once. The SEMPC may not stop and rest. The manikin's head and shoulders must remain off the ground.
- d. Failures: The SEMPC may only stop to reset his/her grip once. If a candidate stops to rest or drops the manikin's head to the ground, the SEMPC will fail the event and the PAT.

III. Event 3 Chest Compressions

- a. Equipment: One standard CPR manikin.
- b. Purpose of Evaluation: This event is designed to simulate the critical task of chest compressions while performing CPR on an arrested patient. This event challenges your aerobic capacity, upper body muscular strength and endurance, upper back muscular strength and endurance.

- c. **Event:** Chest compressions must be hard and fast at least at a rate of 100 compressions per minute. The evaluator will start the clock as soon as the first compression is completed. The evaluator will start the clock as soon as the first compression is completed. The SEMPC will continue to compress the manikin's chest for two minutes. The evaluator will advise the SEMPC when two minutes has elapsed. The SEMPC will then proceed directly to the next event without stopping.
- d. **Failures:** The SEMPC will not stop compressions once started. If the SEMPC stops prior to the evaluator advises the completion of two minutes, the SEMPC will fail the event and the PAT.

IV. **Event 4: Lift a 165lb patient attached to a back board.**

- a. **Purpose of Evaluation:** This exercise simulates moving a patient around narrow corners in a home. As emergency situations often involve incapacitated or critically injured patients, the ability to assist emergency medical technicians with these individuals is necessary for all supplemental emergency medical personnel.
- b. **Event: Supplemental Emergency Medical Personnel Candidate (hereinafter "SEMPC) must be able to pick up the head end of a 165lb manikin attached to a backboard that will be butted up against a wall. The SEMP must raise one end of the backboard in up to three movements:**
 - i. The first movement will require the SEMPCto raise the head of the backboard to the waist level;
 - ii. The second movement will require the SEMPC to lift the head of the backboard from the waist level upwards to a full arm extension. If a change of position is needed the second lift can be accomplished two movements. This patient lift must be completed twice from waist level.
- c. **Failure:** If a SEMPC drops the patient, stops to rest, or is unable to complete the lift, the candidate will fail this event. If the SEMPC requires more than three movements to lift the backboard to a full arm extension, the SEMPC will fail this event.

V. **Event 5: Carry 120lb barbell backward 75'**

- a. **Equipment:** One 120lb curl barbell; 75' line.

- b. **Purpose of Evaluation:** This event challenges your aerobic capacity, upper body muscular strength, lower body muscular strength, balance, grip strength, and anaerobic endurance. This event is designed to simulate half of a loaded stretcher.
- c. **Event:** THE SEMPC must pick up a 120lb curl barbell and walk backwards for 75'. The SEMPC may set the barbell down once to adjust his/her grip. The SEMPC is not allowed to stop and rest during the carry.
- d. **Failures:** if the SEMPC drops the barbell or stops to rest during the carry, the SEMPC will fail the event and the PAT.

Account Description	Fee Description	Account#	Qty	Local Share
A0688 Community Center Key	A0688 Community Center Key	A0688	1	15.00
			Sub-Total:	\$15.00
A1255 Clerk Fees	A1255 Clerk Fees	A1255	1	10.00
			Sub-Total:	\$10.00
A2001R Pavilion Deposits	A2001R Pavilion Deposits	A2001R	3	275.00
			Sub-Total:	\$275.00
A2001R Softball Field Deposit	A2001R Softball Field Deposit	A2001R	2	3,400.00
			Sub-Total:	\$3,400.00
A2130 Transfer Station	A2130 Transfer Station	A2130	10	2,518.00
			Sub-Total:	\$2,518.00
A2610 Justice Court Fees	A2610 Justice Court Fees	A2610	2	11,290.19
			Sub-Total:	\$11,290.19
A2650 Scrap Metal	A2650 Scrap Metal	A2650	1	475.00
			Sub-Total:	\$475.00
A2705 Senior Van Rides	A2705 Senior Van Rides	A2705	19	612.00
			Sub-Total:	\$612.00
A2709 Retiree Ins. H Reilly	A2709 Retiree Ins. H Reilly	A2709	1	107.92
			Sub-Total:	\$107.92
A2770 NSHA Books	A2770 NSHA Books	A2770	2	68.99
			Sub-Total:	\$68.99
A2770 Return Check Fee	A2770 Return Check Fee	A2770	2	40.00
			Sub-Total:	\$40.00
A4689 Fed Aid Social Services	A4689 Fed. Aid Social Services	A4689	2	1,728.70
			Sub-Total:	\$1,728.70
B1560 Safety Inspection Fees	B1560 Building Permits	B1560	20	3,469.00
			Sub-Total:	\$3,469.00
B1601 Public Health Fees	B1601 Death Certificate Copies	B1601	4	190.00
			Sub-Total:	\$190.00
B2130 Bins	B2130 Bins	B2130	2	32.00
			Sub-Total:	\$32.00
B2709 Retiree Ins. Cantlin	B2709 Retiree Ins. Cantlin	B2709	1	107.92
			Sub-Total:	\$107.92
CC Usage 2016	A2590 CC Usage 2016	A2590	1	25.00
			Sub-Total:	\$25.00
Clerk Fees	A1255 Marriage Transcript	A1255	2	20.00
			Sub-Total:	\$20.00
Conservation	Conservation	A1255	16	30.39
			Sub-Total:	\$30.39

Account Description	Fee Description	Account#	Qty	Local Share
DB2560 Right of Way Permit	DB2560 Right of Way Permit	DB2560	2	300.00
			Sub-Total:	\$300.00
DB2590 911 Application Fee	DB2590 911 Application Fee	DB2590	2	50.00
			Sub-Total:	\$50.00
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 Senior Veh Fuel Reimb.	DB2801 Senior Veh Fuel Reimb.	DB2801	1	533.22
			Sub-Total:	\$533.22
Dog Licensing	Female, Spayed	A2544	64	288.00
Dog Licensing	Female, Unspayed	A2544	7	87.50
Dog Licensing	Male, Neutered	A2544	40	180.00
Dog Licensing	Male, Unneutered	A2544	9	112.50
Dog Licensing	Replacement Tags	A2544	2	0.00
			Sub-Total:	\$668.00
Due From Other Funds	TA0630 Due From Other Funds	TA0630	1	2.55
			Sub-Total:	\$2.55
Federal Tax Withholding	TA022 Federal Tax Withholding	TA022	1	168.44
			Sub-Total:	\$168.44
Marriage Lic.	MARRIAGE LICENSE FEE	A1255	5	87.50
			Sub-Total:	\$87.50
New Salem Meters	HNS2770	HNS2770	1	180.00
			Sub-Total:	\$180.00
NYS Withholding Tax	TA021 NYS Withholding Tax	TA021	1	24.69
			Sub-Total:	\$24.69
Other Revenue	Transfer Station Permit	A2130	5	50.00
			Sub-Total:	\$50.00
Retiree G. Klopfer	DB 2709 Retiree G. Klopfer	DB 2709	1	41.82
			Sub-Total:	\$41.82
SS2122 Hook Up Fee	SS2122 Hook Up Fee	SS2122	2	12,500.00
			Sub-Total:	\$12,500.00
TB0625 Engineering Trust	TB0625 Engineering Trust	TB0625	5	65,515.00
			Sub-Total:	\$65,515.00
TH2705 Neighbor Helping Neighbor	TH2705 Neighbor Helping Neighbor	TH2705	1	100.00
			Sub-Total:	\$100.00
WC0350 Water Usage	WC0350 Water Usage	WC0350	5	997.76
			Sub-Total:	\$997.76

Account Description	Fee Description	Account#	Qty	Local Share
WF Water Usage	WF0350 Water Usage	WF0350	3	1,193.05
			Sub-Total:	\$1,193.05
WH0350 Water Usage	WH0350 Water Usage	WH0350	1	1,215.97
			Sub-Total:	\$1,215.97
WH2144 Water Meter Purchase	WH2144 Water Meter Purchase	WH2144	1	35.00
			Sub-Total:	\$35.00
WN0350 Water Usage	WN0350 Water Usage	WN0350	4	666.44
			Sub-Total:	\$666.44
WN2144 Water Service Charges	WN2144 Water Service Charges	WN2144	1	11,900.00
			Sub-Total:	\$11,900.00
WNS Water Usage	WNS Water District Usage	WNS0350	3	1,175.87
			Sub-Total:	\$1,175.87
WS Water Usage	WS0350 Water Usage	WS0350	1	50.50
			Sub-Total:	\$50.50

Total Local Shares Remitted: \$122,523.41

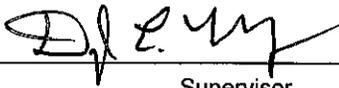
Amount paid to: NYS Ag. & Markets for spay/neuter program	152.00
Amount paid to: NYS Environmental Conservation	519.61
Amount paid to: State Health Dept. For Marriage Licenses	112.50

Total State, County & Local Revenues: \$123,307.52

Total Non-Local Revenues: \$784.11

To the Supervisor:

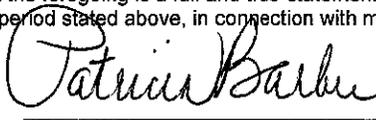
Pursuant to Section 27, Sub 1, of the Town Law, I hereby certify that the foregoing is a full and true statement of all fees and monies received by me, Diane R. Deschenes, Town Clerk, Town of New Scotland during the period stated above, in connection with my office, excepting only such fees and monies,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



Supervisor

6-1-2016

Date



Town Clerk

6/1/16

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 May 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
5/02	Simple Choices, Inc.	3 death certificates	# 30.00
5/10	Bryce F.H.	5 " "	* 50.00
5/19	Reilly + Son F.H.	5 " "	* 50.00
5/31	Reilly + Son F.H.	6 " "	* 40.00
TOTAL			\$ 190.00

STATE OF NEW YORK

COUNTY OF Albany
 TOWN OF New Scotland

Patricia Barber
 The Registrar

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

Sworn before me this 1st day of June 2016

Patricia Barber

RECEIPT OF SUPERVISOR

Total amount Fees Remitted to the Supervisor \$ 190.00

RECEIVED PAYMENT

Dated 6-1-2016
D.P. Ny Supervisor

ATTACHMENT #8a



TOWN OF NEW SCOTLAND

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

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

www.townofnewscotland.com

TOWN BOARD MEETING June 8, 2016

Pay the Bills		
Abstract #	Vouchers	Amount
	20160650-20160717	\$373,064.31
Prepays or Three signatures		
	Vouchers	Amount
1258	20160624-20160631	\$2,571.06
1259	20160632-20160633	\$823.42
1260	20160634-20160636	\$40,740.00
1261	20160637	\$13,706.00
1262	20160638-20160640	\$746.88
1263	20160641-20160642	\$896.70
1264	20160643-20160647	\$6,192.28
1265	20160648-20160649	\$36,835.70
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
June 8, 2016
2016 BUDGET MODIFICATIONS

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

FROM	CODE	TO	CODE	AMOUNT
Fund Balance	B0909	Safety Inspections/Equip	B3620.2	\$1,723.00
To appropriate money from fund balance to Safety Insp./equipment for office furniture.				
Records Mgmt/Contr.	A1460.4	Records Mgmt/Equip.	A1460.2	\$725.00
To move appropriation of money from Records Management/Contractual to Records Management/Equipment for the purchase of filing storage.				
Fund Balance	A0909	Senior Outreach/Equip.	A6772.2	\$13,706.00
To appropriate money from Fund Balance to Senior Outreach/Equipment for purchase of Nissan Rogue.				

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