Public Hearing 6:15 pm - Prop. Local Law C of 2016 amending sections of Chapter 190 of Zoning Law
Public Hearing 6:30 pm - Prop. Local Law B of 2016 amending zoning law re:"Agricultural Supply Facility"

TOWN OF NEW SCOTLAND
TOWN BOARD MEETING
May 11, 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:** • **April 13, 2016 Public Hearing** • **April 13, 2016 Regular Town Board Meeting** • **April 21, 2016 Special Town Board Meeting** **Announcements:** • **Memorial Day Parade kicks off at 10AM on 5/28/16** • **Household Hazardous Waste Day is 5/14/16 8AM – 12PM**	*Ms. Deschenes*
5.	**Presentation by Mr. Steve Reilly re: Fire Wood Bank**	*Mr. Reilly*
6.	**Presentation by Mr. Glath re: plans for land & hardscape, front of Town Hall**	*Mr. Glath*
7.	**Discussion/Action re: Proposed Local Law B of 2016, amending zoning law by adding definition: "Agricultural Supply Facility"**	*Mr. LaGrange* *Attachment #1*
8.	**Discussion/Action re: Proposed Local Law C of 2016, amending sections of Chapter 190 of the zoning law**	*Mr. LaGrange* *Attachment #2*
9.	**Resolution establishing and funding Capital Project H-06 for various improvements to Town facilities**	*Mr. LaGrange* *Attachment #3*
10.	**Bond Resolution authorizing the undertaking of various capital projects and the financing of same in an amount not to exceed $77,500.**	*Mr. LaGrange* *Attachment #4*
11.	**Discussion/Action regarding lease of a new/upgraded Toshiba copier via State contract.**	*Mr. LaGrange* *Attachment #5*
12.	**Appointment of Members to the Public Safety Committee**	*Mr. LaGrange* *Attachment #6*

13.	**Adopt updated Town of New Scotland Emergency Response Plan**	*Mr. LaGrange* *Attachment #7*
14.	**Discussion/Action re: Heldervale Water Intermunicipal Agreement**	*Mr. LaGrange* *Attachment #7a*
15.	**Discussion/Action re: purchase of Nissan Rogue at end of lease**	*Mr. LaGrange*
16.	**Utility audit services update**	*Mr. Greenberg*
17.	**Discussion/Action re: advertising for Planning Board vacancy**	*Mr. LaGrange*
18.	**Highway Department:** • **Resolution regarding Dunbar Hollow Road** • **Discussion/Action re: Solid Waste Trash Pick-up bid results and/or award** • **Discussion/Action re: hiring and pay for two summer/seasonal employees Robert Denman and Salvatore Genovesi**	*Mr. Guyer* *Attachment #8* *Attachment #8a*
19.	**Fire and/or Ambulance:** • **Onesquethaw Volunteer Fire Co. Regular Membership request for the following individuals; Addison Taber and Anne Fiato** • **Resolution authorizing Supervisor to sign the 2015 EMT/D Services contract with Albany County, not to exceed $68,231.28.** • **Resolution authorizing Supervisor to sign the 2016 Advanced Life Support contract with Albany County, not to exceed $250,931.07.**	*Mr. LaGrange* *Attachment #9* *Attachment #9a* *Attachment #9b*
20.	**Liaison Reports**	*Various Board Members*
21.	**Departmental Monthly Reports:** • **Town Clerk, April 2016** • **Registrar, April 2016** • **Tax Collector, March 2016** • **Justice Adkins, March 2016** • **Justice Wukitsch, March 2016**	 *Attachment #10* *Attachment #10a* *Attachment #10b* *Attachment #10c* *Attachment #10d*
22.	**Invitation to the Public to Discuss Non-Agenda Items**	*Mr. LaGrange*
23.	**Pay the Bills**	*Mr. LaGrange* *Attachment #11*
24.	**Approve any Budget Modifications**	*Mr. LaGrange* *Attachment #12*
25.	**Adjourn**	*Mr. LaGrange*

ATTACHMENT #1

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.

ATTACHMENT #2

Local Law Filing NEW YORK STATE DEPARTMENT OF STATE
41 STATE STREET, ALBANY, NY 12231

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 if the New York Agriculture and Markets Law, and the determination of whether a special use permit is needed for farming activity in certain districts should be based on a seven (7) acre minimum/threshold. The Town Board finds that the minimum acreage requirements, and regulation of farming activity facilitated by this law and the Town's "Right to Farm Law" enacted pursuant to Local Law No. 5 of 2006 will foster compatible uses of land in neighborhoods with residential or other uses while continuing to protect and conserve farms and farmland. The Town Board further finds that this law is consistent with the Comprehensive Plan, will preserve the community character, and will benefit the comfort, convenience, public health and general welfare of the citizens of the Town.

SECTION II. AUTHORITY

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

SECTION III. AMENDMENTS

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

A. Section 190-11, entitled "RF Residential Forestry," of the Town of New Scotland Zoning Law is hereby amended by:

(1) deleting paragraph (C)(2) and replacing it with the following:

(2) Agriculture: farms and nurseries (more than seven acres), including display and sale of products raised, except hogs and pigs.

(2) deleting paragraph (D)(16) and replacing it with the following:

(16) Horses, less than seven acres.

B. Section 190-12, entitled "RA Residential Agricultural," of the Town of New Scotland Zoning Law is hereby amended by:

(1) deleting paragraph (C)(2) and replacing it with the following:

(2) Agriculture: farms and nurseries (more than seven acres), including display and sale of products raised, except hogs and pigs.

(2) deleting paragraph (D)(18) and replacing it with the following:

(18) Horses, less than seven acres.

C. Section 190-13, entitled "MDR Medium Density Residential," of the Town of New Scotland Zoning Law is hereby amended by:

(1) deleting paragraph (C)(1) and replacing it with the following:

(1) Agriculture: farms and nurseries (more than seven acres), including display and sale of products raised, except hogs and pigs.

(2) deleting paragraph (D)(9) and replacing it with the following:

(9) Horses, less than seven acres.

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

(1) deleting paragraph (C)(2) and replacing it with the following:

(2) Agriculture: farms and nurseries (more than seven acres), including display and sale of products raised, except hogs and pigs.

(2) deleting paragraph (D)(11) and replacing it with the following:

(11) Horses, less than seven acres.

E. Section 190-15, entitled "RH Residential Hamlet," of the Town of New Scotland Zoning Law is hereby amended by:

(1) deleting paragraph (C)(1) and replacing it with the following:

(1) Agriculture: farms and nurseries (more than seven acres), including display and sale of products raised, except hogs and pigs.

(2) deleting paragraph (D)(15) and replacing it with the following:

(15) Horses, less than seven acres.

(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.

ATTACHMENT #3

Resolution establishing and funding Capital Project H-06

Whereas, the Town of New Scotland is desirous to make improvements to the exterior of Town Hall, including paving and entrance rehabilitation; front entry work at the Community Center, including new steps; purchase a new telephone system for Town Hall; purchase a security and monitoring system at Town Hall; and exterior lighting at the Highway Garage, Feura Bush Park and Swift Road Park,

Whereas, the Town desires to establish a capital projects fund for the purpose of accounting for the project,

Now therefore be it resolved, that the budget for the capital project (H06) A Fund Improvements is as follows:

Increase Revenues:

(H06) 5710 Serial Bond	$77,500.00

Increase Appropriations:

(H06) 1620.2 Operation of Plant/Town Hall	
Town Hall - Paving	$25,000.00
Town Hall – Front Outside Entry	$15,000.00
Town Hall – Security/cameras and monitoring	$ 6,400.00
Town Hall – Telephone system	$ 5,100.00
(H06) 1622.2 Operation of Plant/Comm. Center	
Comm. Center – Entry and Steps	$15,000.00
(H06) 5132.2 Garage - Lighting	$ 3,500.00
(H06) 7110.2 Parks - Lighting	$ 7,500.00

And be it further resolved, that General Fund – (A) be authorized to loan to the capital project sufficient cash monies for adequate cash flow at an interest rate of 0.00% per annum

ATTACHMENT #4

BOND RESOLUTION
VARIOUS CAPITAL PROJECTS AND
ACQUISITION OF VARIOUS EQUIPMENT - 2016

A meeting of the Town Board of the Town of New Scotland, Albany County, New York was convened in public session at the Town Hall located at 2029 New Scotland Road in the Town of Slingerlands, New York on Wednesday, May 11, 2016 at 7:00 o'clock p.m., local time.

The meeting was called to order by the Town Supervisor and, upon roll being called, the following members were:

PRESENT:

Douglas LaGrange	Town Supervisor
Adam Greenberg	Board Member
William Hennessy, Jr.	Board Member
Patricia Snyder	Board Member
Laura TenEyck	Board Member

ABSENT:

The following persons were ALSO PRESENT:

The following resolution was offered by _____, seconded by _____, to wit;

BOND RESOLUTION DATED MAY 11, 2016

A RESOLUTION AUTHORIZING THE UNDERTAKING OF VARIOUS CAPITAL PROJECTS AND THE ACQUISITION OF VARIOUS EQUIPMENT, AUTHORIZING THE ISSUANCE OF SERIAL BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $77,500 OF THE TOWN OF NEW SCOTLAND, ALBANY COUNTY, NEW YORK, PURSUANT TO THE LOCAL FINANCE LAW TO FINANCE SAID PURPOSE AND DELEGATING THE POWER TO ISSUE BOND ANTICIPATION NOTES IN ANTICIPATION OF THE SALE OF SUCH BONDS TO THE TOWN SUPERVISOR.

BE IT RESOLVED, by the Town Board of the Town of New Scotland, Albany County, New York (the "Town") (by the favorable vote of not less than two-thirds of all the members of the Board) as follows:

SECTION 1. The Town is hereby authorized to undertake various capital projects and acquire various equipment (hereinafter referred to as "purpose"). The maximum cost of said purpose will not exceed $77,500.

SECTION 2. The Town Board plans to finance the maximum estimated cost of said purpose by the issuance of serial bonds in an amount not to exceed $77,500 of said Town, hereby authorized to be issued therefor pursuant to the Local Finance Law.

SECTION 3. The Town is hereby authorized to undertake various capital projects and acquire various equipment, including, but not limited to the following:

(1) Various equipment, which shall include Town Hall security/cameras and monitoring, Town Hall telephone system, parks lighting, and garage lighting. The aggregate estimated maximum cost of said purpose will not exceed $22,500. It is hereby determined that said purposes is an object or purpose described in subdivision 32 of paragraph (a) of Section 11.00 of the Local Finance Law, and that the period of probable usefulness of said purpose is five (5) years.

(2) Various capital projects, which shall include paving at Town facilities and exterior upgrades to Town facilities. The aggregate estimated maximum cost of said purpose will not exceed $55,000. It is hereby determined that said purpose is an object or purpose described in subdivision 35 of paragraph (a) of Section 11.00 of the Local Finance Law, and that the period of probable usefulness of said purpose is at least five (5) years.

SECTION 4. Current funds are not required to be provided prior to the issuance of the bonds authorized by this resolution or any notes issued in anticipation of the sale of said bonds.

SECTION 5. It is hereby determined the proposed maturity of the obligations authorized by this resolution will not be in excess of five years.

SECTION 6. The faith and credit of said Town are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property of said Town a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

SECTION 7. Subject to the provisions of this resolution and of the Local Finance Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals of said notes and of Section 21.00, Section 50.00, Sections 56.00 to 60.00, Section 62.00, Section 63.00, and Section 164.00 of the Local Finance Law, the powers and duties of the Town Board pertaining or incidental to the sale and issuance of the obligations herein authorized, including but not limited to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said notes, are hereby delegated to the Town Supervisor, the chief fiscal officer of the Town.

SECTION 8. The temporary use of available funds of the Town, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Local Finance Law, for the capital purposes described in Section 1 of this resolution. The Town then reasonably expects to reimburse such expenditure with the proceeds of the bonds or bond anticipation notes authorized by Section 2 of this resolution. This resolution shall constitute the declaration of the Town's "official intent" to reimburse the expenditures authorized by Section 1 hereof with the proceeds of the bonds and notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

SECTION 9. The Town Supervisor is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution, and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the bonds authorized by this resolution, and any notes issued in anticipation thereof as "qualified tax-exempt bonds" in accordance with Section 265(b)(3)(B)(i) of the Code.

SECTION 10. The Town Supervisor is further authorized to enter into a continuing disclosure agreement with the initial purchaser of the bonds or notes authorized by this resolution, containing provisions which are satisfactory to such purchaser in compliance with the provisions of Rule 15c12-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

SECTION 11. The Town hereby determines that the purpose authorized by this resolution is a Type II action that will not have a significant effect on the environment and, therefore, no other determination or procedures under the State Environmental Quality Review Act ("SEQR") is required.

SECTION 12. The validity of said serial bonds or of any bond anticipation notes issued in anticipation of the sale of said serial bonds may be contested only if:

(1) (a) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or

(b) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication; or

(2) Said obligations are authorized in violation of the provisions of the Constitution of New York.

SECTION 13. The Town Clerk is hereby authorized and directed to publish this resolution, or a summary thereof, together with a notice in substantially the form provided by Section 81.00 of said Local Finance Law, in the official newspaper or newspapers of the Town.

SECTION 14. This resolution shall take effect immediately upon its adoption.

The question of the adoption of the foregoing resolution was duly put to vote on a roll call, which resulted as follows:

Douglas LaGrange	VOTING _____
Adam Greenberg	VOTING _____
William Hennessy, Jr.	VOTING _____
Patricia Snyder	VOTING _____
Laura TenEyck	VOTING _____

The foregoing resolution was thereupon declared duly adopted.

CERTIFICATE OF RECORDING OFFICER

The undersigned hereby certifies that:

(1) She is the duly qualified and acting Clerk of the Town of New Scotland, New York (hereinafter called the "Town") and the custodian of the records of the Town, including the minutes of the proceedings of the Town Board; and is duly authorized to execute this certificate.

(2) Attached hereto is a true and correct copy of a resolution duly adopted at a meeting of the Town Board held on the 11th day of May, 2016 and entitled:

> A RESOLUTION AUTHORIZING THE UNDERTAKING OF VARIOUS CAPITAL PROJECTS AND THE ACQUISITION OF VARIOUS EQUIPMENT, AUTHORIZING THE ISSUANCE OF SERIAL BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $77,500 OF THE TOWN OF NEW SCOTLAND, ALBANY COUNTY, NEW YORK, PURSUANT TO THE LOCAL FINANCE LAW TO FINANCE SAID PURPOSE AND DELEGATING THE POWER TO ISSUE BOND ANTICIPATION NOTES IN ANTICIPATION OF THE SALE OF SUCH BONDS TO THE TOWN SUPERVISOR.

(3) Said meeting was duly convened and held and said resolution was duly adopted in all respects in accordance with law and the regulations of the Town. To the extent required by law or said regulations, due and proper notice of said meeting was given. A legal quorum of members of the Town Board was present throughout said meeting, and a legally sufficient number of members (2/3 of the Town Board) voted in the proper manner for the adoption of the resolution. All other requirements and proceedings under law, said regulations, or otherwise, incident to said meeting and the adoption of the resolution, including any publication, if required by law, have been duly fulfilled, carried out and otherwise observed.

(4) The seal appearing below constitutes the official seal of the Town and was duly affixed by the undersigned at the time this certificate was signed.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand this ___ day of May, 2016.

(SEAL)

_____
Town Clerk
Town of New Scotland

BOND RESOLUTION ESTOPPEL NOTICE

NOTICE IS HEREBY GIVEN that the resolution published herewith has been adopted for the Town Board of the Town of New Scotland, Albany County, on the 11th day of May, 2016 and the validity of the obligations authorized by such resolution may be hereafter contested only if:

(1) (a) such obligations were authorized for an object or purpose for which the Town of New Scotland is not authorized to expend money or

(b) if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication of this notice; or

(2) such obligations were authorized in violation of the provisions of the Constitution of New York.

SUMMARY OF RESOLUTION

The following is a summary of a resolution adopted by the Town Board of the Town of New Scotland on May 11, 2016. Said resolution authorizes the issuance and sale of a serial bond or bonds and a bond anticipation note or notes in anticipation of the issuance and sale of said serial bonds, in an amount not to exceed $77,500. The proceeds from the sale of the obligations authorized in said resolution shall be used for the specific purpose of financing the undertaking of various capital projects and the acquisition of various equipment. The period of probable usefulness for said purpose is at least five (5) years. The proposed maturity of the obligations authorized by the resolution will not be in excess of five (5) years. A copy of the resolution summarized herein is available for public inspection during normal business hours at the Office of the Town Clerk, located in the Town Hall, in the Town of New Scotland, New York.

TOSHIBA
BUSINESS SOLUTIONS

ATTACHMENT #5

Current Situation

- Current hardware cost: $100.45
- Current service cost: $77.97

Buyout Cost: $2,273.77

- Monthly hardware cost (2 Year): $94.74
- Monthly service estimate (2 Year): $90.00

Upgrade Cost (E-Studio- 457): $88.70 monthly equipment

- Monthly service cost: $63.19 (7,100 Images)
- Total monthly cost: $151.89

Upgrade Cost (E-Studio 457/ New York State Contract): $92.91 monthly equipment

- Monthly service cost: $57.51
- Total monthly cost: $150.42

Features

- Document Feeder
- Console Finisher
- Hole Punch
- Bridge Kit
- Stand

Prepared by: Elijah Jones - (518) 390-4284

RESOLVED, that the Town Board of the Town of New Scotland does hereby make the following appointments to the Public Safety Committee:

Douglas Miller, Chairman
Kenneth Guyer
Richard Berger
Adam Greenberg
William Reddy
Kate O'Dell
Leon Bormann
William Gruss
Brett Hotaling
Daniel LaDuke

ATTACHMENT #6

TOWN OF NEW SCOTLAND

EMERGENCY RESPONSE PLAN

ATTACHMENT #7

Supervisor
Douglas LaGrange

Public Safety Commissioner
Douglas C. Miller

Updated May 2016

Amendments Adopted 6/9/04

Town of New Scotland
Emergency Response Plan
Update 05/2016

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By virtue of this Emergency Response Plan, the Public Safety Commissioner shall, in concert with the Town of New Scotland Public Safety Committee, develop a mutual agreement will all branches of town government for use in the event of an emergency incident. The Volunteer Fire Departments also adopt, incorporate, and participate in the Albany County Fire Mutual Aid Plan, the Albany County Disaster Response Plan, Albany County Hazardous Materials Response Plan and any other plan deemed to be in the best interest of the residents and employees of the Town of New Scotland.

I. Pre-emergency Planning and Coordination With Outside Parties.

An agreement will be reached with the Town Supervisor that illustrates those situations whereby a declaration of Article 2B of the New York State Executive Law may be necessary. Provision shall also be discussed for the Public Safety Commissioner to act as an agent for the Town Supervisor when he is unavailable or his arrival constitutes an unacceptable delay. Said Public Safety Commissioner may under those specified conditions issue a declaration of emergency which will be followed by the formal invocation of Article 2B by the Supervisor. See attachment #1 for contacts and phone numbers.

The Albany County Sheriff Department and Fire Department Officers shall come to an agreement with respect to assistance involving the use of local and county police officers for traffic, crowd, and scene control; in place sheltering and evacuation procedures; and any other function requiring cooperation between the departments.

An agreement between the Town Highway Superintendent and Fire Department Officials shall be reached for the supply of heavy equipment (and appropriate manpower to operate same), supply material for diking or absorption, and emergency demolition or excavation equipment. See attachment #1 for contacts and phone numbers.

Fire Department officers and the Town Building Inspector/Code Enforcement officer shall reach an agreement for the notification of same regarding fires involving structural damage to a building. A cooperative atmosphere shall also exist for the reporting and investigation of possible code violations. See attachment #1 for contacts and phone numbers.

It should be noted that in the event of a major incident in the Town of New Scotland, the Incident Command System (ICS) shall be utilized. An Emergency Operations Center (EOC) shall be established by the Public Safety Commissioner which will serve as a meeting place for not only the aforementioned town officials, but also county, state and federal agents.

Site-specific surveys will be conducted for any known facility involved with the storage, use and/or manufacture of any hazardous material above the threshold planning quantity. This information shall be forwarded to the Albany County Communications Center for input into the 911 data base for distribution to first responders to an incident

The N.Y.S. Routes 32, 85, 85A, 155, 156, and 443 are the main highway transportation corridors and CSX is the main railway transportation corridor and are acknowledged as the principal exposures for potential transportation accidents involving hazardous

materials. It is also understood that any location within the Town, whether a fixed location or a transportation route, is susceptible to a hazardous materials accident. See Map attachment #2.

II. Personnel Roles, Lines of Authority, Training and Communication

In keeping with the Scope of the Incident Command System, the Incident Commander for an incident shall be determined by the type of incident, the magnitude of the incident and the personnel responding to the incident. The Incident Commander shall institute an incident command system for the management of the incident. Roles to be filled within the incident command system shall be determined by the Incident Commander based upon the personnel available and the emergency at hand. In all cases there shall be a Safety Officer. If no formal designation of a Safety Officer is made in the initial stages of an incident, it shall be understood that the Incident Commander is also acting in that capacity.

The Incident Commander shall direct the fire police (or in their absence a Police Officer) to establish a perimeter around the emergency incident into which emergency personnel only shall be allowed. If the incident involves a hazardous materials incident, zones of exclusion shall also be established for the protection of all involved (e.g.: hot zone, warm zone, etc.). See Emergency Response Guide Book

The Incident Commander shall not permit any responder to perform any job or function that he has not been adequately trained to do. All active members of the Fire Department shall be trained to the First Response Awareness level. All members are encouraged to become trained to at least the First Responder Operations level. Those attaining a higher level of competence – Hazardous Materials Technician, Hazardous Materials Specialist of Incident Commander level shall be permitted to perform functions up to and including all those they are trained for. Training shall be conducted by the Fire Department Training Officers and supplemental training is encouraged through courses offered by the N.Y. S. Office of Fire Prevention and Control and other governmental and private concerns.

Communications shall be conducted in person at the command post within the framework of a unified command system. Radio communications shall also take place on any and all frequencies licensed to the Fire Department or Albany County. (Albany County Fire Control Center WNAA 609)

III. Emergency Recognition and Prevention

Recognition of hazardous situations shall be taught as part of the ongoing training program offered by each public safety response agency. Included shall be training on general hazard recognition; fire station safety; response safety; fire scene safety; protective clothing; SCBA and other personnel protective equipment; tool and equipment safety; and recent developments in safety.

With relations to hazardous materials incidents, recognition will focus on determining whether a hazard exists, its potential, and precautions to take for safe operations at an incident. Awareness level recognition will be achieved through use of the Emergency Response Guidebook published by the U.S. Department of Transportation. All personnel will be instructed to refrain from any further activities other than identification unless they have received additional specialized training in dealing with hazardous materials. Training shall be conducted on steps to take for the containment and mitigation of hazards from a release or spill scene that would impact the community or environment.

IV. Safe Distance and Place of Refuge

As stated above, zones of exclusion will be established for the safety of emergency personnel as well as the general populace. Additionally, provisions for in place sheltering and evacuations shall be discussed in fire department training sessions as well as in conjunction with local police departments.

Notifications for either in place sheltering or evacuation options will be made by the Albany County Community Emergency Notification System, door-to-door notification, message over a public address system on an emergency vehicle, or over the Emergency Broadcast System depending on available emergency personnel, and the amount of time available for notifications.

Instructions for in place sheltering shall include the need to seal doors, windows, and other exterior openings; shut down fresh air ventilation equipment; and information on where to get further instructions and current news regarding the emergency including re-entry orders issued by the Incident Commander.

In case of the need for a full-scale evacuation, centers capable of accommodating large numbers of people for an extended period (providing areas for sleeping and food preparation) shall be pressed into service. Depending upon the location of the incident, various buildings within the location of the incident and/or various buildings within the Town may be utilized – they include the Voorheesville Schools, Voorheesville Fire House, Town Hall, Wyman Osterhout Community Center, Onesquethaw Fire House, and the Feura Bush Fire House. In addition there are many buildings outside the Town of New Scotland which may be utilized for the housing of evacuees. The services of the American Red Cross and the Salvation Army may also be utilized. See attachment #3 for contacts and phone numbers. See attachment #4 for disaster assistance.

V. Site Security and Control

Procedures for site security and control have been identified above in section II. Fire Department personnel and local police agencies shall be used to affect such control.

VI. Evacuation Routes and Procedures

Evacuation procedures have been identified above in Section IV. The routes for egress from an evacuated area shall be determined by the Incident Commander, based on the

location of the incident, prevailing wind conditions and other pertinent information available at the time. Those charged with the responsibility for physically conducting the evacuation shall inform the evacuees of the safest and most expedient routes of travel away from the hazard area. (Map attachment #2)

VII. Decontamination

Decontamination procedures at a hazardous material incident shall be conducted under the general supervision of the hazardous materials officer or his designee. Decontamination shall be conducted for all personnel (and their personal protective equipment), apparatus, and any equipment other than disposable items (which shall be packaged for appropriate disposal). All decontamination procedures will be carried out under controlled conditions to ensure that no other additional personnel, equipment or environmental contamination occurs. All residues for contaminants, and runoff from agents used for decontamination purposes shall be contained for proper disposal.

VIII. Emergency Medical Treatment and First Aid.

The Onesquethaw and Voorheesville Rescue Squads shall be utilized to provide emergency medical care for members of the Onesquethaw Fire Department, New Salem Fire Department, and Voorheesville Fire Department, mutual aid personnel, other emergency responders and members of the general public in times of a large scale emergency incident. They shall monitor personnel engaged in control, mitigation and support functions at a hazardous materials incident. At all times they will ensure an adequate level of personal protective equipment for their own safety. An initial medical evaluation shall be performed prior to a responder's involvement, and after conclusion of their role in the incident an additional evaluation shall be conducted. Any and all changes in their health condition shall be noted. If necessary, treatment and transport shall be provided to a medical care facility, and if required, advance life support care shall be requested from a provider. Also, if additional BLS or ALS ambulance and crews are needed, they shall be requested from surrounding communities. Patients exposed to hazardous materials shall be decontaminated prior to initiation of treatment by medical personnel. Upon conclusion of the emergency, full sanitary disinfection and decontamination of all personnel, ambulances and equipment will be conducted to acceptable standards. All disposable equipment will be appropriately discarded with care taken to the main waste stream.

IX. Emergency Alerting and Response Procedures

The Incident Commander shall determine what level of response is necessary for each incident. He/she shall request assistance from any other department, or agencies he/she deems necessary to successfully mitigate the incident. The Incident Commander will have at his/her disposal the "On-Scene Commander's Duties Check List" (See attachment #5) to assist him/her in determining what notifications should be made. The Incident Commander may make his/her requests for notifications via radio through the Albany County Fire Control Center.

X. Critique of Response and Follow-up

A critique of all large-scale emergency incidents will be held at the first available opportunity for the Incident Commander, after conclusion of the incident. Discussion will focus on how well pre-incident plans worked, how the emergency itself was handled, and what areas need improvement or change. The response of Public Safety personnel, the performance of the equipment and specialized equipment requested; and all other aspects of the emergency call will be evaluated.

XI. Personal Protective Equipment and Emergency Equipment

Each Volunteer Fire Department within the Town of New Scotland will provide personal protective equipment to each of their Fire Department members commensurate with his/her level of training (e.g.: structural fire fighting equipment will only be issued to members certified for interior structural firefighting etc.). Prior to entering the hot zone of a hazardous materials incident, it will be determined what specialized personal protection equipment is necessary. Entry into the hot zone will be denied to anyone not having the proper level of protection.

The Volunteer Fire Departments within the Town of New Scotland will also furnish some of the equipment for the containment and mitigation of hazardous materials spills or releases. It is understood that it is virtually impossible to have all the equipment necessary to handle a hazardous materials incident. If necessary equipment is not available in the Fire Department Inventory, it will be requested under mutual aid from other agencies. The primary responsibility for assuming the cost of other supplies and equipment used during the course of containment and mitigation shall be reimbursed by the spiller. Any cost not picked up by the spiller shall be paid though the Superfund.

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

RESOLUTION REGARDING DUNBAR HOLLOW ROAD

A meeting of the Town Board of the Town of New Scotland, Albany County, New York was convened in public session at the Town Hall located at in 2029 New Scotland Road, Slingerlands, New York 12159 on May 11, 2016 at 7:00 o'clock p.m.

WHEREAS, the Superintendent of Highways for the Town of New Scotland, Albany County, New York has requested a Resolution from the Town Board to memorialize the status of Dunbar Hollow Road (the "Road"), which is partially located in the Town;

WHEREAS, the Superintendent of Highways has investigated the history of maintenance of the Road, and determined, based on discussions with his predecessors in office and Town records, that the Town has not repaired, maintained, paved, or plowed this portion of the Road from the Bethlehem Sportsman's Club to the Town line, a distance of 5280', in over fifteen (15) years, and there is no written evidence that the Town owns or maintains this portion of the Road;

NOW, THEREFORE, BE IT RESOLVED, the Town Board hereby determines and confirms that this portion of Dunbar Hollow Road in the Town of New Scotland, New York, will not be, at this time, repaired, maintained, paved, or plowed by the Town.

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

In favor: _____
Opposed: _____
Motion Approved: _____

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

_____

ATTACHMENT #8

Onesquethaw Volunteer Fire Company, Inc.
P.O. Box E Clarksville, New York 12041-0029

CLARKSVILLE
UNIONVILLE
FEURA BUSH

Town of New Scotland

2029 New Scotland Rd.

Slingerlands, NY 12159

Attention: Diane Deschenes- Town Clerk

April 12, 2016

Onesquethaw Volunteer Fire Company, Inc. has accepted applications for membership from the following individuals who reside within Onesquethaw's fire district:

Addison Taber - residing at 305 Rarick Rd, Selkirk, NY 12158-

Anne Fiato - residing at 148 Dunbar Hollow Rd Clarksville, NY 12041

We are requesting the Town of New Scotland Town Board to review and approve the above listed individuals to be accepted and appointed as fire company members and join the Onesquethaw Volunteer Fire Company. The membership has met with the two above individuals and has accepted them for membership.

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

Respectfully,

Florence Wright

Florence Wright

Membership Secretary

Onesquethaw Volunteer Fire Company, Inc.

518-768-2823

ATTACHMENT #9

OVFC is a 501 (c) (3) not-for-profit corporation. All donations are tax deductible to the maximum allowed by law.

RECEIVED

APR 14 2016

SUPERVISOR

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

Contract Authorization:
Resolution No.: 232 of 2015

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 a certificate of need for the Delmar, Elsmere and Slingerlands Fire Districts and a contract with the Town of Bethlehem to serve the Delmar, Elsmere, North Bethlehem, Selkirk and Slingerlands Fire Districts to provide emergency ambulance services in areas designated by District boundaries and by mutual aid agreement (hereinafter collectively referred to as "the District"), 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. 232 for 2015, for the period January 1, 2015 through December 31, 2015;

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

ATTACHMENT #9a

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. No less than two full-time and one part-time EMT-D trained and certified individuals will be made available, 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, to a total of five hundred scheduled hours per week plus overtime.

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.

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 SIXTY EIGHT THOUSAND TWO HUNDRED AND THIRTY-ONE AND 28/100 ($68,231.28) 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, 2015 and continue in effect until January 1, 2016, 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	COUNTY
Town Clerk Town of New Scotland 2029 New Scotland Road Slingerlands, NY 12054	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.

MININUM 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.

AGREEMENT
For
ADVANCED LIFE SUPPORT SERVICES
Between
THE COUNTY OF ALBANY
And
THE TOWN OF NEW SCOTLAND

Contract Authorization:
Resolution No.: 41 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 Court House, 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, New York 12159 (hereinafter referred to as the "Municipality", the County and Municipality may be referred to as the "Party" or the "Parties".)

WITNESSETH:

WHEREAS, the County provides emergency medical services in Albany County through an Advanced Life Support Program (hereinafter "ALS"), and

WHEREAS, municipalities within Albany County may participate in the ALS Program through agreements requiring financial contribution,

WHEREAS, the Municipality as a participant in an "advanced life support system" contracts with the County or the provision of an Advanced Life Support First Response Service to serve the municipality.

WHEREAS, the County Legislature authorized the County Executive to enter into a one-year agreement with the Municipality regarding the aforesaid Service by Resolution No. 41 for 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:

ATTACHMENT #9b

1.1.1 Provide advanced life support (paramedic) services throughout the Municipality, under applicable provisions of the Public Health Law, upon availability, through direct response and mutual (aid) cooperation from providers in the Municipality and adjoining towns , in addition to, and not in competition with, municipal, full-time volunteer or private agencies providing first response or ambulance services.

1.1.2 The services will be provided, upon availability, through simultaneous dispatch with local ambulance services, as a first response or support service, in compliance with the New York State Public Health Law, the New York State rules and regulations pertinent thereto, the guidelines of the regional Medical Control Board and the Regional Emergency Medical Organization.

1.1.3 If the services are first response services, the medic will perform an ALS level assessment of the patient, and begin and continue to direct treatment of the patient so long as the patient requires ALS services. If the patient does not require ALS services as determined by the paramedic's assessment and evaluation, the paramedic will assist the transporting agency upon request. The ALS service is intended to be a first response (fly car support) service, not an advanced life support transport service. In any case where a patient requires ALS intervention during transport and the local agency cannot provide such services or requests Sheriff ALS intervention, the County's medic will provide such ALS service to the destination medical care facility.

1.1.4 Five paramedic cars will be made available days, four paramedic cars will be made available nights, seven days per week. However, in the event any cars are out of service and/or unavailable to respond, ALS support will be provided through mutual aid.

1.2 Subject to the conditions described in Section 1.1.5, two advanced life support paramedics and two mobile units (hereinafter "cars") will be available to service municipality at all times, twenty-four (24) hours per day, seven days per week. The Municipality and County, in their discretion and pursuant to ancillary agreement(s) with transporting agencies, may choose to deploy and utilize the County paramedics to staff ambulances. Such ambulance staffing option will only occur after the development of a paramedic staffing utilization policy approved by the medical director of any affected transporting agency. Nothing contained herein shall in any manner detract from the authority to the County paramedic to render advanced life support care pursuant to this Article. In the event that all paramedics and/or cars are out of service and/or unavailable to respond, then advanced life support first response service will be provided through mutual aid by another qualified ALS Agency.

1.3 It is the understanding by and between the County and the Municipality that the primary responsibility of the Basic Life Support ambulance crew and the ALS providers from the County is the care, treatment and transportation of the sick or 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 ALS crew administering aid, which discretion shall be effected guardedly and in the best interests of the care of the patient first and foremost.

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 all 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 TWO HUNDRED FIFTY THOUSAND, NINE HUNDRED THIRTY ONE AND 07/100 ($250,931.07) DOLLARS (US CURRENCY). Payment of fees shall be made by the Municipality to the County, upon biannual billing by the County, in June and December. Such billing shall represent approximately six months expenses and costs for services provided.

The County agrees to submit its intended budgets to the Municipality prior to September 15th of each year, identifying estimated expenses and costs for the ALS Program, including start-up costs and services rendered for the contract period, if any, to include a statement of 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, if any, shall be shared between the Parties as necessary without expense.

ARTICLE 4. COOPERATION

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

ARTICLE 5. ACCOUNTING RECORDS

Proper and full accounting records shall be maintained by the County. Such 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 under the provision of services associated with this Agreement shall be in the County including the right of republication.

In the event that the Parties should terminate this Agreement, the Municipality shall be reimbursed by the County on a prorata basis for any amounts received by the County from the Municipality and used to purchase vehicles and equipment. An independent appraisal of the equipment shall be made at the time of termination and prorata reimbursement shall be made to the Municipality within a reasonable time following termination.

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 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 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 such 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 under this Agreement.

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 or unless otherwise terminated as set forth below.

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

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, 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 ALS 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 for all purposes 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 pursuant to this Agreement shall be given or made to:

MUNICIPALITY	COUNTY
Town Clerk Town of New Scotland 2029 New Scotland Road Slingerlands, New York 12159	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 the County or the Municipality 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), Municipality, its employees, administrators and agents (hereinafter the "Municipality" shall be interpreted to mean Municipality, 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. Municipality shall use all appropriate safeguards to prevent use or disclosure of PHI at all times. Municipality 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.

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

Municipality 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. Municipality shall make any amendments to PHI in a

designated record 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.

Municipality 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 Municipality 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 an applicable administrative simplification provision or provisions under HIPAA.

IN WITNESS WHEREOF, this Agreement has been executed by the County, acting by and through an authorized official, 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

Exhibit "A"
Paramedic Work Activities and Requirements

These duties involve responsibility for providing emergency medical services. Employees in this position operate specially equipped medical emergency vehicles. When engaged in providing medical emergency services, incumbents are in two-way radio contact with, and receive direction from, monitoring hospital physicians who provide advice during a time of medical need. The work is performed under the supervision of the EMS Coordinator who makes assignments and reviews work in process and upon completion. Paramedic's do additional related work as required.

TYPICAL WORK ACTIVITIES:

- Operates specially equipped vehicle to respond to medical emergencies and provide advanced life support services to stabilize persons with life threatening problems resulting from trauma or other medical emergencies;
- Provides medical emergency service to accident or other emergency victims such as extrication, applying splints and immobilization, administration of oxygen, suctioning, insertion of airways, homeostasis, cardiopulmonary resuscitation, emergency childbirth, electrocardiogram monitoring, injections, anti-shock suit, defibrillation, etc.;
- Monitors and transmits vital signs of pulse, blood pressure and respiration and transmits biomedical information via telemetry such as electrocardiogram;
- Performs direct medical actions on persons requiring advanced emergency services at monitoring physician's direction such as defibrillation;
- Administers oral, intra-muscular and intra-venous medications as directed by monitoring physician via two-way radio with the emergency vehicle;
- Applies rescue techniques and knowledge to effect the safety of persons trapped in vehicles, stranded, marooned or endangered by unusual circumstances;
- Assists in development and implementation or an operational plan for major catastrophes and material or man-made disasters in order to respond to medical emergencies;
- Keeps records of emergency calls, patient treatment and problems encountered and solutions rendered in the course of duty;
- Maintains equipment on specially equipped medical emergency vehicles in appropriate operating condition;
- Participates in emergency medical training of other police, ambulance personnel and members of the community and coordinates emergency medical services on site.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:

- Thorough knowledge of emergency medical conditions, techniques and procedures;
- Good social and general intelligence;
- Good powers of observation;
- Ability to operate bio-medical telemetry 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;
- Excellent moral character;
- Neatness of appearance;
- Physical condition commensurate with the demands of the position.

MINIMUM QUALIFICATIONS:

A. Graduation from high school or possession of a high school equivalency diploma; AND,
B. Possession of valid, current certification as a Paramedic (A-EMT-4, A-EMT-P) issued by the New York State Department of Health in accordance with Part 800, Chapter IV of the State Emergency Medical Service Code at the time of application; AND,
C. A grant of medical control privilege; AND,
D. Possession of a valid, appropriate level motor vehicle operator's license issued by the New York State Department of Motor Vehicles at the time of application and continued possession of said license required to maintain employment.

SPECIAL REQUIREMENT:

Eligible candidates should be trained in Medicated Facilitated Intubation (MFI) through a regionally approved MFI course, or be willing to become trained, without compensation, in MFI before completing their probationary period.

Account Description	Fee Description	Account#	Qty	Local Share
A1090 Int & Pen RP Taxes	A1090 Int & Pen RP Taxes	A1090	1	8,391.52
			Sub-Total:	**$8,391.52**
A2001R Pavilion Deposits	A2001R Pavilion Deposits	A2001R	6	500.00
			Sub-Total:	**$500.00**
A2001R Softball Field Deposit	A2001R Softball Field Deposit	A2001R	2	2,810.00
			Sub-Total:	**$2,810.00**
A2130 Transfer Station	A2130 Transfer Station	A2130	4	1,340.00
			Sub-Total:	**$1,340.00**
A2610 Justice Court Fees	A2610 Justice Court Fees	A2610	2	13,971.00
			Sub-Total:	**$13,971.00**
A2650 Scrap Metal	A2650 Scrap Metal	A2650	1	407.37
			Sub-Total:	**$407.37**
A2705 Senior Van Rides	A2705 Senior Van Rides	A2705	18	562.00
			Sub-Total:	**$562.00**
A2709 Retiree Ins. H Reilly	A2709 Retiree Ins. H Reilly	A2709	1	107.92
			Sub-Total:	**$107.92**
A2770 Misc. Revenue	A2770 Misc. Revenue	A2770	1	15.00
			Sub-Total:	**$15.00**
B1170 Time Warner Franchises	B1170 Time Warner Franchises	B1170	1	8,944.17
			Sub-Total:	**$8,944.17**
B1560 Safety Inspection Fees	B1560 Building Permits	B1560	20	5,175.00
			Sub-Total:	**$5,175.00**
B1601 Public Health Fees	B1601 Death Certificate Copies	B1601	3	170.00
			Sub-Total:	**$170.00**
B2110 Zoning	B2110 Zoning	B2110	5	380.00
			Sub-Total:	**$380.00**
B2130 Bins	B2130 Bins	B2130	2	8.00
			Sub-Total:	**$8.00**
B2655 Zoning Books	B2655 Sale of Zoning Books	B2655	2	30.00
			Sub-Total:	**$30.00**
B2709 Retiree Ins. Cantlin	B2709 Retiree Ins. Cantlin	B2709	1	107.92
			Sub-Total:	**$107.92**
CC Usage 2016	A2590 CC Usage 2016	A2590	2	50.00
			Sub-Total:	**$50.00**
Clerk Fees	A1255 Marriage Transcript	A1255	1	10.00
			Sub-Total:	**$10.00**
Conservation	Conservation	A1255	10	18.95
			Sub-Total:	**$18.95**

ATTACHMENT #10

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**
DB2560 Road Cut	DB2560 Road Cut/911 Fees	DB2560	2	300.00
			Sub-Total:	**$300.00**
DB2590 911 Fee	DB2590 911 Fee	DB2590	1	25.00
			Sub-Total:	**$25.00**
DB2590 911 Application Fee	DB2590 911 Application Fee	DB2590	5	125.00
			Sub-Total:	**$125.00**
DB2709 Retiree Ins. D Kawczak	DB2709 Retiree Ins. D Kawczak	DB2709	1	326.25
			Sub-Total:	**$326.25**
DB2709 Retiree Ins. M Kawczak	DB2709 Retiree Ins. M Kawczak	DB2709	1	326.24
			Sub-Total:	**$326.24**
DB2801 Animal Fuel Reimb.	DB2801 Animal Fuel Reimb.	DB2801	1	287.77
			Sub-Total:	**$287.77**
DB2801 Senior Veh Fuel Reimb.	DB2801 Senior Veh Fuel Reimb.	DB2801	1	231.20
			Sub-Total:	**$231.20**
Dog Licensing	Female, Spayed	A2544	79	355.50
Dog Licensing	Female, Unspayed	A2544	8	100.00
Dog Licensing	Male, Neutered	A2544	92	414.00
Dog Licensing	Male, Unneutered	A2544	6	75.00
Dog Licensing	Replacement Tags	A2544	1	0.00
			Sub-Total:	**$944.50**
J. Kendall Dental/Health	DB5110.1	DB5110.1	1	88.00
			Sub-Total:	**$88.00**
Kavanaugh, S.	A2709 Kavanaugh, S. Health/Dental	A2709	1	531.16
			Sub-Total:	**$531.16**
Krumkill Road Capital Project	B0391 - Krumkill Road Capital Project	B0391	1	617,305.53
			Sub-Total:	**$617,305.53**
New Salem Meters	HNS2770	HNS2770	3	540.00
			Sub-Total:	**$540.00**
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**
TB0625 Engineering Trust	TB0625 Engineering Trust	TB0625	3	33,366.25
			Sub-Total:	**$33,366.25**
TD2089 Park Land Reserves	TD2089 Park Land Reserves	TD2089	2	1,900.00
			Sub-Total:	**$1,900.00**
WC0350 Water Usage	WC0350 Water Usage	WC0350	5	2,416.24

Account Description	Fee Description	Account#	Qty	Local Share
			Sub-Total:	**$2,416.24**
WCC 0350 Estates Water Usage	WCC 0350 Estates Water Usage	WCC 0350	2	553.17
			Sub-Total:	**$553.17**
WCC Water Meter Purchase	WCC2144 Water Meter Purchase	WCC2144	1	225.00
			Sub-Total:	**$225.00**
WF Water Usage	WF0350 Water Usage	WF0350	4	2,813.00
			Sub-Total:	**$2,813.00**
WG0350 Water Usage	WG0350 Water Usage	WG0350	3	1,561.63
			Sub-Total:	**$1,561.63**
WH0350 Water Usage	WH0350 Water Usage	WH0350	2	3,261.63
			Sub-Total:	**$3,261.63**
WN0350 Water Usage	WN0350 Water Usage	WN0350	2	298.64
			Sub-Total:	**$298.64**
WNS Water Usage	WNS Water District Usage	WNS0350	4	3,694.37
			Sub-Total:	**$3,694.37**
WS Water Usage	WS0350 Water Usage	WS0350	2	1,884.92
			Sub-Total:	**$1,884.92**
			Total Local Shares Remitted:	**$716,396.17**

Amount paid to: NYS Ag. & Markets for spay/neuter program 213.00

Amount paid to: NYS Environmental Conservation 376.05

Total State, County & Local Revenues: $716,985.22

Total Non-Local Revenues: $589.05

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 — Date 5/2/16 — Town Clerk — Date 5/2/16

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 April 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
4/1/16	New Comer FH	10 death certificates	$ 100.00
4/15/16	New Comer FH	3 death certificates	$ 30.00
4/21/16	New Comer FH	4 death certificates	$ 40.00
		TOTAL	$ 170.00

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 2nd day of May 2016

Patricia Barber

RECEIPT OF SUPERVISOR

Total amount Fees Remitted to the Supervisor $ 170.00

RECEIPT OF PAYMENT

Dated 5-2-2016

Supervisor

ATTACHMENT #10a

TAX COLLECTOR MONTHLY REPORT

TO THE SUPERVISOR OF THE TOWN OF NEW SCOTLAND:

Pursuant to section 27, subdivision 1, of the Town Law, I hereby make the following statement of all fees and moneys received by me during the month of March, 2016 in connection with my office excepting only such fees and moneys the application and payment of which are otherwise provided for by law:

DATE	CHECK	AMOUNT
4/11/16	2294	$8,391.52
4/11/16	1195	$15.00
TOTAL		**$8406.52**

State of New York
County of Albany County
Town of New Scotland

Diane R. Deschenes
Town Clerk / Tax Collector

RECEIVED
APR 11 2016
SUPERVISOR

ATTACHMENT #10b

2029 New Scotland Road
Slingerlands, NY 12159

Phone:(518) 439-4865
Fax:(518) 478-0217

TOWN OF NEW SCOTLAND

2029 NEW SCOTLAND ROAD
SLINGERLANDS, NEW YORK 12159
Phone: (518) 475-0493
Fax: (518) 439-9135

MARGARET I. ADKINS
TOWN JUSTICE

April 6, 2016

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

Dear Town Board Members:

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

Started Cases: 88
Closed Cases: 47

Money Collected: $4603.00

Sincerely,

Margaret Adkins

Margaret Adkins
Town Justice

ATTACHMENT #10c

TOWN OF NEW SCOTLAND

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

DAVID J. WUKITSCH
TOWN JUSTICE

April 25, 2016

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

Dear Members of the Town Board:

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

Started Cases – 109
Closed Cases - 65

Money collected - $ 9,368.00

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

Sincerely,

David J. Wukitsch

David J. Wukitsch
Town Justice

ATTACHMENT #10d

www.townofnewscotland.com

TOWN OF NEW SCOTLAND

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

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

TOWN BOARD MEETING
May 11, 2016

Pay the Bills		
Abstract #	**Vouchers**	**Amount**
	20160534-20160622	$184,934.19
Prepays or Three signatures		
	Vouchers	**Amount**
1246	20160499-20160510	$11,175.73
1247	20160511	$682.75
1248	20160512	$40,000.00
1249	20160513	$323.35
1250	20160489, 20160515	448.18
1251	20160516-20160519	$2,426.28
	20160520	Voided
1252	20160521-20160524	$10,208.96
1253	20160525-20160526	$34,878.36
1254	20160527	$744.30
1255	----------	Voided
1256	20160528-2016533	$2,020.53
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

ATTACHMENT #11

TOWN OF NEW SCOTLAND
May 11, 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	A0909	Parks/Contr.	A7110.4	$2,500.00
To increase both Revenue/Donations and Parks/Contractual for amount of Stewart's donation – received in 12/15.				
Fund Balance	WC0909	Trans./Distr. Engineering	WC8340.41	$150.00
To appropriate money from fund balance to Transmission/Distribution Engineering for amount over budget.				

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

ATTACHMENT #12