

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

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

2. **Pledge of Allegiance**

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

4. **Approval of the Minutes of the Following:** *Ms. Deschenes*
 - April 13, 2016 **Public Hearing**
 - April 13, 2016 **Regular Town Board Meeting**
 - April 21, 2016 **Special Town Board Meeting**

5. **Discussion/Action re: Proposed Local Law B of 2016, amending zoning law by adding definition: “Agricultural Supply Facility”** *Mr. LaGrange
Attachment #1*

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

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

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

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

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

11. **Highway Department:** *Mr. Guyer*
 - **Approval of Voorheesville Baseball Club Field Use Permits** *Attachment #6*
 - **Discussion/Action re: highway employee temporarily assigned to mechanic duties as needed**

- | | |
|---|---|
| 12. Fire and/or Ambulance: <ul style="list-style-type: none">• Resolution authorizing Supervisor to sign the 2016 EMT/D Services contract with Albany County, not to exceed \$70,002.82 | <i>Mr. LaGrange
Attachment #7</i> |
| 13. Liaison Reports | <i>Various Board
Members</i> |
| 14. Departmental Monthly Reports: <ul style="list-style-type: none">• Town Clerk, May 2016• Registrar, May 2016 | <i>Attachment #8
Attachment #8a</i> |
| 15. Invitation to the Public to Discuss Non-Agenda Items | <i>Mr. LaGrange</i> |
| 16. Pay the Bills | <i>Mr. LaGrange
Attachment #9</i> |
| 17. Approve any Budget Modifications | <i>Mr. LaGrange
Attachment #10</i> |
| 18. Adjourn | <i>Mr. LaGrange</i> |

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.

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

A Law Amending the Town of New Scotland Zoning Law.

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

SECTION I. BACKGROUND, PURPOSE AND FINDINGS

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

SECTION II. AUTHORITY

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

SECTION III. AMENDMENTS

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

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

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

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

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

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

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

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

(11) Horses, less than seven acres.

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

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

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

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

(15) Horses, less than seven acres.

(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.



TOWN OF NEW SCOTLAND

www.townofnewscotland.com

Parks Department
765-2681
tcampara@townofnewscot

Ken Guyer
Highway Superintendent
kguyer@townofnewscot

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

TOWN OF NEW SCOTLAND FIELD USE PERMIT

Today's Date: 2-25-16

Name of League / Individual: Voorheesville Baseball Club - ENYTB ^(x16^{1/2})

Name of Person Responsible: JAMES CONWAY

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

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

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

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

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

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

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

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

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

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

James Conway
Signature of Person Responsible

2-25-16
Date

This permit must accompany person responsible for the event.

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

ATTACHMENT #6



www.townofnewscotland.com

TOWN OF NEW SCOTLAND

Parks Department
765-2681
tcampana@townofnewscotland.com

Ken Guyer
Highway Superintendent
kguyer@townofnewscotland.com

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

TOWN OF NEW SCOTLAND FIELD USE PERMIT

Today's Date: 2-25-16

Name of League / Individual: Voorheesville Baseball Club - ENYTB (-14's)

Name of Person Responsible: JAMES CONWAY

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

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

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

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

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

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

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

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

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

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

James Conway
Signature of Person Responsible

2-25-16
Date

This permit must accompany person responsible for the event.

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

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

Contract Authorization:
Resolution No.: 42 of 2016

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

WITNESSETH:

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

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

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

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

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

ARTICLE 1. SCOPE OF SERVICES

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

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

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

ARTICLE 2. FEES

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

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

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

ARTICLE 3. AVAILABLE DATA

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

ARTICLE 4. COOPERATION

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

ARTICLE 5. ACCOUNTING RECORDS

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

ARTICLE 6. ASSIGNMENT

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

ARTICLE 7. OWNERSHIP OF MATERIALS

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

ARTICLE 8. INDEPENDENT CONTRACTOR

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

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

ARTICLE 9. INDEMNIFICATION

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

ARTICLE 10. INSURANCE

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

ARTICLE 11. TERM AND TERMINATION

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

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

ARTICLE 12. LICENSES

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

ARTICLE 13. NON-DISCRIMINATION

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

ARTICLE 14. NON-APPROPRIATION

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

ARTICLE 15. APPLICABLE LAW

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

ARTICLE 16. NOTICE

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

DISTRICT

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

COUNTY

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

ARTICLE 17. INVALID PROVISIONS

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

ARTICLE 18. PRIVACY OF PERSONAL HEALTH INFORMATION (HIPAA)

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

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

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

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

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

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

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

COUNTY OF ALBANY

DATED: _____

BY: _____

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

TOWN OF NEW SCOTLAND

DATED: _____

BY: _____

Douglas LaGrange
Supervisor

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

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

NOTARY PUBLIC

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

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

NOTARY PUBLIC

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

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

NOTARY PUBLIC

Exhibit "A"
Emergency Medical Technician Work Activities and Requirements

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

TYPICAL WORK ACTIVITIES:

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

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:

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

MINIMUM QUALIFICATIONS:

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

Schedule B

PHYSICAL ABILITY STANDARD FOR SUPPLEMENTAL EMERGENCY MEDICAL PERSONNEL

Overview

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

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

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

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

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

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

II. Event 2: Patient Rescue

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

III. Event 3 Chest Compressions

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

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

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

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

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

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

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

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

Account Description	Fee Description	Account#	Qty	Local Share
DB2560 Right of Way Permit	DB2560 Right of Way Permit	DB2560	2	300.00
			Sub-Total:	\$300.00
DB2590 911 Application Fee	DB2590 911 Application Fee	DB2590	2	50.00
			Sub-Total:	\$50.00
DB2709 Retiree Ins. D Kawczak	DB2709 Retiree Ins. D Kawczak	DB2709	1	326.25
			Sub-Total:	\$326.25
DB2709 Retiree Ins. M Kawczak	DB2709 Retiree Ins. M Kawczak	DB2709	1	326.24
			Sub-Total:	\$326.24
DB2801 Senior Veh Fuel Reimb.	DB2801 Senior Veh Fuel Reimb.	DB2801	1	533.22
			Sub-Total:	\$533.22
Dog Licensing	Female, Spayed	A2544	64	288.00
Dog Licensing	Female, Unspayed	A2544	7	87.50
Dog Licensing	Male, Neutered	A2544	40	180.00
Dog Licensing	Male, Unneutered	A2544	9	112.50
Dog Licensing	Replacement Tags	A2544	2	0.00
			Sub-Total:	\$668.00
Due From Other Funds	TA0630 Due From Other Funds	TA0630	1	2.55
			Sub-Total:	\$2.55
Federal Tax Withholding	TA022 Federal Tax Withholding	TA022	1	168.44
			Sub-Total:	\$168.44
Marriage Lic.	MARRIAGE LICENSE FEE	A1255	5	87.50
			Sub-Total:	\$87.50
New Salem Meters	HNS2770	HNS2770	1	180.00
			Sub-Total:	\$180.00
NYS Withholding Tax	TA021 NYS Withholding Tax	TA021	1	24.69
			Sub-Total:	\$24.69
Other Revenue	Transfer Station Permit	A2130	5	50.00
			Sub-Total:	\$50.00
Retiree G. Klopfer	DB 2709 Retiree G. Klopfer	DB 2709	1	41.82
			Sub-Total:	\$41.82
SS2122 Hook Up Fee	SS2122 Hook Up Fee	SS2122	2	12,500.00
			Sub-Total:	\$12,500.00
TB0625 Engineering Trust	TB0625 Engineering Trust	TB0625	5	65,515.00
			Sub-Total:	\$65,515.00
TH2705 Neighbor Helping Neighbor	TH2705 Neighbor Helping Neighbor	TH2705	1	100.00
			Sub-Total:	\$100.00
WC0350 Water Usage	WC0350 Water Usage	WC0350	5	997.76
			Sub-Total:	\$997.76

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

Total Local Shares Remitted: \$122,523.41

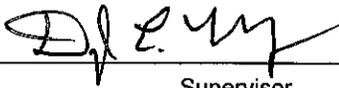
Amount paid to: NYS Ag. & Markets for spay/neuter program	152.00
Amount paid to: NYS Environmental Conservation	519.61
Amount paid to: State Health Dept. For Marriage Licenses	112.50

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

Total Non-Local Revenues: \$784.11

To the Supervisor:

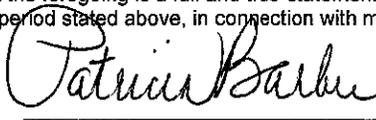
Pursuant to Section 27, Sub 1, of the Town Law, I hereby certify that the foregoing is a full and true statement of all fees and monies received by me, Diane R. Deschenes, Town Clerk, Town of New Scotland during the period stated above, in connection with my office, excepting only such fees and monies,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



Supervisor

6-1-2016

Date



Town Clerk

6/1/16

Date

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

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

DATE	PAID BY	NATURE OF PAYMENT	AMOUNT
5/02	Simple Choices, Inc.	3 death certificates	# 30.00
5/10	Bryce F.H.	5 " "	* 50.00
5/19	Reilly + Son F.H.	5 " "	* 50.00
5/31	Reilly + Son F.H.	6 " "	* 40.00
TOTAL			\$ 190.00

STATE OF NEW YORK

COUNTY OF Albany

TOWN OF New Scotland

Patricia Barber
The Registrar

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

Sworn before me this 1st day of June 2016

Patricia Barber

RECEIPT OF SUPERVISOR

Total amount Fees Remitted to the Supervisor \$ 190.00

RECEIVED PAYMENT

Dated 6-1-2016

D.P. Ny Supervisor

ATTACHMENT #8a



TOWN OF NEW SCOTLAND

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

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

www.townofnewscotland.com

TOWN BOARD MEETING June 8, 2016

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

Town Hall
2029 New Scotland Road
Slingerlands, NY 12159

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

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

TOWN OF NEW SCOTLAND
June 8, 2016
2016 BUDGET MODIFICATIONS

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

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

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