

**TOWN OF NEW SCOTLAND
TOWN BOARD MEETING
July 13, 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*
 - **June 8, 2016 Regular Town Board Meeting**
 - **June 15, 2016 Special Town Board Meeting**

Announcement:

 - **Movie at Swift Rd. Park, July 22nd at dusk (8:30 pm): “The Last Dinosaur”**
 - **American Red Cross Babysitting Class, Aug 12th Town Hall 8:30am–3:30 pm. Cost \$50 for residents, \$85 for non-residents**

5. **Resolution adopting the Emergency Management & Business Continuity Plan for Records Management** *Mrs. Deschenes
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
Attachment #2a*
 - **SEAF and SEQR Resolution**

7. **Discussion/action- re: dedication of road at Country Club Estates** *Mr. LaGrange
Attachment #3*

8. **Standard Work Day & Reporting Resolution – Town Board Member William Hennessy, Jr.** *Mr. LaGrange
Attachment #4*

9. **Discussion/Action re: grant applications under the 2015 NYS Community Development Block Grant program for the following proposed projects:** *Mr. Hennessy*
 - **Hilton Barn planning and design**
 - **Swift Road Park improvements**
 - **Feura Bush Park improvements**

10. **Fire and/or Ambulance:** *Mr. LaGrange
Attachment #5*
 - **Resolution authorizing Supervisor to sign the 2016 EMT/D Services contract with Albany County, not to exceed \$70,002.82**

11. **Possible motion for Executive Session to discuss requested change in status by Town employee** *Mr. LaGrange*

12. **Liaison Reports** *Various Board Members*

13. **Departmental Monthly Reports:**
 - **Town Clerk, June 2016** *Attachment #6*
 - **Registrar, June 2016** *Attachment #6a*
 - **Justice Wukitsch, April & May 2016** *Attachment #6b*
 - **Justice Adkins, 2015 Annual Report** *Attachment #6c*
 - **Justice Adkins, April & May 2016** *Attachment #6d*

14. **Invitation to the Public to Discuss Non-Agenda Items** *Mr. LaGrange*

15. **Pay the Bills** *Mr. LaGrange
Attachment #7*

16. **Approve any Budget Modifications** *Mr. LaGrange
Attachment #8*

17. **Adjourn** *Mr. LaGrange*

TOWN OF NEW SCOTLAND
EMERGENCY MANAGEMENT & BUSINESS CONTINUITY PLAN
FOR
RECORDS MANAGEMENT

Updated July 2016

Plan prepared by:
Alicia A. Jettner,
Consultant in Records Management

Edited by:
Diane Deschenes,
Town Clerk, Records Management Officer

Adopted 7/13/16

CHECKLIST FOR RMO

- _____ NOTIFY FIRE CHIEF (In the event of Fire to Town Hall)
- _____ NOTIFY TOWN SUPERVISOR
- _____ NOTIFY THE PUBLIC SAFETY COMMISSIONER
- _____ DETERMINE IF RECORDS NEED TO BE TRANSPORTED TO
TEMPORARY HOLDING AREA
- _____ NOTIFY HIGHWAY SUPERINTENDENT
- _____ NOTIFY TOWN HISTORIAN
- _____ CONTACT HISTORIAN FOR VOLUNTEER STAFF OR FOR SALVAGE
OPERATIONS AT HIGHWAY GARAGE (if necessary)
- _____ NOTIFY DIRECTOR OF WYMAN OSTERHOUT COMMUNITY CENTER
(Temporary holding area for cold storage in the event of water damage only if
necessary)
- _____ NOTIFY NEW YORK STATE ARCHIVES REGIONAL ADVISORY
OFFICER

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**TOWN OF NEW SCOTLAND
RECORDS MANAGEMENT & BUSINESS CONTINUITY**

I. PURPOSE AND SCOPE

This plan describes the general procedures to be followed from the time an incident (fire or flood or other threat to the Town Hall and its contents) has been determined until the emergency aspects of the incident are terminated and business continuity has been undertaken. It contains only incident response information and so does not include information concerning incident prevention measures. This Records Management Emergency Response and Business Continuity plan does include immediate response for recovery of information to ensure business continuity after the emergency incident.

- Preparedness plans cannot describe operational strategy or tactics which must be determined by the specifics of the situation and which are the responsibility of the Incident Commander.
- The plan recognizes the many agencies and organizations involved in larger scale emergencies and the necessity for cooperative field operations by those agencies. The execution of the plan depends upon the existing mutual aid agreements serving fire, police, public works, highway department, and other emergency services in the area.
- This plan takes into account the necessity for mutual aid and assistance beyond the Town of New Scotland as many working relationships exist between the Town and other agencies.
- This plan contains the following information and procedures: See Table of Contents.
- This plan contains provisions for distribution and periodic updating.

RECORDS MANAGEMENT & BUSINESS CONTINUITY

CONTACT LIST

- Town of New Scotland
Records Management Officer
Diane Deschenes
2029 New Scotland Road
Slingerlands, NY 12159
(w) 518-439- 4865
(h) [REDACTED]
(c) [REDACTED]
- Town of New Scotland
Public Safety Commissioner
Douglas Miller
104 Maple Avenue
Voorheesville, NY 12186
(h) [REDACTED]
- Town of New Scotland
Supervisor
Douglas LaGrange
2029 New Scotland Road
Slingerlands, NY 12159
(w) 518-439-4889
(h) [REDACTED]
(c) [REDACTED]
- Albany County Sheriff
58 Verda Ave
Clarksville, NY 12041
518-765-2351
- New Salem Fire Department
Chief – William Gruss
705 New Salem Road
Voorheesville, N Y 12186
(h) [REDACTED]
Firehouse 518-765-2231
County Dispatch 518-439-1111

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

A Law Amending the Town of New Scotland Zoning Law.

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

SECTION I. BACKGROUND, PURPOSE AND FINDINGS

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

SECTION II. AUTHORITY

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

SECTION III. AMENDMENTS

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

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

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

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

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

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

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

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

(11) Horses, less than seven acres.

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

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

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

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

(15) Horses, less than seven acres.

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

(14) Farming activity, personal

F. Section 190-17, entitled “COM Commercial,” of the Town of New Scotland Zoning Law is hereby amended by:

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

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

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

(16) Horses, less than seven acres.

G. Section 190-18, entitled “IND Industrial,” of the Town of New Scotland Zoning Law is hereby amended by:

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

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

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

(9) Horses, less than seven acres.

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

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

(1) streams, ponds, lakes and water bodies;

(2) private streets; and

(3) if a residence is located on the parcel or lot, one acre shall be excluded for each residential dwelling.

(4) Areas of lands with a slope greater than 17%

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

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

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

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

FARMING, AGRICULTURE OR NURSERY – A parcel of land of at least seven acres, used for cultivation, pasture or other customary agricultural or nursery purpose(s),

including the display and sale of products raised on land owned or controlled by said party, providing that 50% or more of the products sold by said party are produced by said party, and the raising of stock and poultry except hogs and pigs.

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

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

SECTION IV. VALIDITY

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

SECTION V. REPEAL OF OTHER LAWS

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

SECTION VI. EFFECTIVE DATE

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

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

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

RESOLUTION NO. ____ OF 2016

**RESOLUTION ADOPTING NEGATIVE DECLARATION PURSUANT TO
NEW YORK STATE ENVIRONMENTAL QUALITY REVIEW ACT (6 NYCRR § 617.7)**

Proposed Action: Adoption of proposed Local Law C of 2016, to amend various provisions of Chapter 190 of the Town of New Scotland Zoning Law: (1) to make the Zoning Law consistent with the seven (7) acre threshold in Articles 25AA and 25AAA of the New York State Agriculture and Markets Law; and (2) to change the threshold for regulation (pursuant to a special use permit) of farming activities in certain districts from five (5) acres to seven (7) acres.

SEQRA Classification: Type I

Lead Agency: Town Board of the Town of New Scotland, New York.

WHEREAS, a public hearing was held at the Town Hall regarding the proposed law;

WHEREAS, consistent with 6 NYCRR § 617.7, the Town Board thoroughly considered the reasonably foreseeable potential environmental effects resulting from the proposed law; and

WHEREAS, the Town Board considered a full environmental assessment form (“EAF”), carefully considered the criteria set forth in 6 NYCRR 617.7, and identified the relevant areas of environmental concern; and

WHEREAS, the Town Board has considered all the questions in the environmental assessment form, and has determined that the EAF identified and addressed all areas of concern and none of the potential environmental impacts associated with the law are significant.

NOW, THEREFORE, BE IT RESOLVED, that based upon its review of the EAF and comments received during public meetings and hearings; the comments of the Town Planning Board and the County of Albany Planning Board; the Town Board’s independent analysis of the proposed law; and evaluation of the criteria for determining significance found at 6 NYCRR Part 617.7, the Town Board hereby finds that the law will not have a significant impact on the environment; and,

BE IT FURTHER RESOLVED, that this determination of significance shall be considered a Negative Declaration made pursuant to Article 8 of the Environmental Conservation Laws and the Town hereby determines that the requirements of the regulations promulgated under SEQRA at 6 NYCRR § 617.7 have been met; and it is

FURTHER RESOLVED, that the Town Board hereby determines that the law will not result in significant adverse environmental effects, and that no environmental impact statement or further SEQRA consideration is required; and it is

FURTHER RESOLVED, that the facts and reasons supporting this determination are as follows:

- A. **Community Character.** The Town is a “right to farm” community. The law continues to allow farming but changes the threshold for small farms from 5 acres to 7 acres.
- B. **Visual Impacts.** There will be no significant visual impacts from the law. Instead, the law allows farming to occur.
- C. **Cultural Resources.** The law is consistent with the Zoning Law and the Comprehensive Plan, and will not adversely impact cultural resources.
- D. **Land Use.** The law permits small farms subject to certain regulations and restrictions.
- E. **Geology, Soil and Topography.** The law allows farming to occur subject to all other land use restrictions and regulations. Accordingly, there is no adverse impact on soils, topography or geology.
- F. **Water Resources.** The law will not affect the water supply capacity of the Town.
- G. **Air Resources.** The law will have no adverse impact on air quality.
- H. **Ecology.** The law will have no adverse impact on endangered, threatened or species of special concern, or wildlife, endangered or rare plants, significant wildlife habitats, or unique natural communities. No impacts to such species, habitats or communities are anticipated. No significant impacts to wildlife, vegetation or wetlands are anticipated.
- I. **Transportation.** The law will not have an adverse impact on transportation.
- J. **Other Potential Impacts.**
 - 1. **Agricultural Land Resources.** The law will have no significant impact on such resources.
 - 2. **Historical and Archaeological Resources.** The law will have no adverse impacts on these resources, and may help preserve the rural character of the community.

3. Open Space and Recreation. The law will not affect the quality or quantity of existing or future open spaces or recreational opportunities.
4. Critical Environmental Areas. There will be no impact on such resources.
5. Energy. The law will not result in any significant increase on energy demand.
6. Public Health. The law will have no adverse impact on public health or safety.
7. Growth. It is not anticipated that the law will create a demand for additional growth in the community.
8. Economic. The law will not impact short term construction jobs or permanent jobs.
9. Solid Waste. The law will not result in solid waste production.
10. Other. Available environmental data did not reveal any other environmentally sensitive matters or issues that have not been addressed, or areas requiring further study.

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

A roll call vote was taken on Resolution No. __ as follows:

Supervisor LaGrange	_____
Member Hennessy	_____
Member Snyder	_____
Member Greenberg	_____
Member Ten Eyck	_____

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

617.20
Appendix B
Short Environmental Assessment Form

Instructions for Completing

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

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

Part 1 - Project and Sponsor Information			
Name of Action or Project: Adoption of Zoning Amendments to Chapter 190 of the Town of New Scotland Zoning Law			
Project Location (describe, and attach a location map): Town of New Scotland			
Brief Description of Proposed Action: Adoption of Zoning Amendments to Chapter 190, Sections 190-11, 190-12, 190-13, 190-14, 190-15, 190-17, 190-18, 190-29, 190-99. These sections are proposed to be amended so that the Zoning Law regulations correlate to the seven (7) acre threshold used in Article 25AA of the New York Agriculture and Markets Law, and the determination of whether a special use permit is needed for farming activity in certain districts based on a seven (7) acre minimum/threshold.			
Name of Applicant or Sponsor: Town of New Scotland		Telephone: (518) 439-4869 E-Mail: dlagrange@townofnewscotland.com	
Address: 2029 New Scotland Road			
City/PO: Slingerlands		State: NY	Zip Code: 12159
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
3.a. Total acreage of the site of the proposed action? _____ acres			
b. Total acreage to be physically disturbed? _____ acres			
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres			
4. Check all land uses that occur on, adjoining and near the proposed action. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> Parkland			

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

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

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

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

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

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

PRINT



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

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

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

**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 your 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 stairs 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 bod 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.

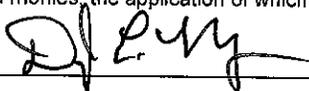
- b. Purpose of Evaluation: This event challenges your aerobic capacity, upper body muscular strength, lower body muscular strength, balance, grip strength, and anaerobic endurance. This event is designed to simulate half of a loaded stretcher.
- c. Event: THE SEMPC must pick up a 120lb curl barbell 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
A1550 Dog Redemption	A1550 Dog Redemption	A1550	6	150.00
			Sub-Total:	\$150.00
A2001R Pavilion Deposits	A2001R Pavilion Deposits	A2001R	5	425.00
			Sub-Total:	\$425.00
A2130 Transfer Station	A2130 Transfer Station	A2130	8	1,360.00
			Sub-Total:	\$1,360.00
A2610 Justice Court Fees	A2610 Justice Court Fees	A2610	2	19,424.00
			Sub-Total:	\$19,424.00
A2705 Senior Van Rides	A2705 Senior Van Rides	A2705	17	496.00
			Sub-Total:	\$496.00
A2709 Retiree Ins. H Reilly	A2709 Retiree Ins. H Reilly	A2709	1	107.92
			Sub-Total:	\$107.92
B1560 Safety Inspection Fees	B1560 Building Permits	B1560	23	3,663.00
			Sub-Total:	\$3,663.00
B1601 Public Health Fees	B1601 Death Certificate Copies	B1601	2	130.00
			Sub-Total:	\$130.00
B2110 Zoning	B2110 Zoning	B2110	1	75.00
			Sub-Total:	\$75.00
B2130 Bins	B2130 Bins	B2130	1	40.00
			Sub-Total:	\$40.00
B2709 Retiree Ins. Cantlin	B2709 Retiree Ins. Cantlin	B2709	1	107.92
			Sub-Total:	\$107.92
Clerk Fees	A1255 Marriage Transcript	A1255	2	20.00
			Sub-Total:	\$20.00
Conservation	Conservation	A1255	11	16.08
			Sub-Total:	\$16.08
DB2560 Right of Way Permit	DB2560 Right of Way Permit	DB2560	4	600.00
			Sub-Total:	\$600.00
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 Senior Veh Fuel Reimb.	DB2801 Senior Veh Fuel Reimb.	DB2801	1	521.61
			Sub-Total:	\$521.61
Dog Licensing	Female, Spayed	A2544	56	252.00
Dog Licensing	Female, Unspayed	A2544	7	87.50

Account Description	Fee Description	Account#	Qty	Local Share
Dog Licensing	Male, Neutered	A2544	49	220.50
Dog Licensing	Male, Unneutered	A2544	7	87.50
Sub-Total:				\$647.50
Kavanaugh, S.	A2709 Kavanaugh, S. Health/Dental	A2709	2	1,062.32
Sub-Total:				\$1,062.32
Marriage Lic.	MARRIAGE LICENSE FEE	A1255	6	105.00
Sub-Total:				\$105.00
Other Public Safety Dept.	B1589 Other Public Safety Dept.	B1589	1	350.00
Sub-Total:				\$350.00
Other Revenue	Transfer Station Permit	A2130	4	40.00
Sub-Total:				\$40.00
Retiree G. Klopfer	DB 2709 Retiree G. Klopfer	DB 2709	1	41.82
Sub-Total:				\$41.82
TD2089 Park Land Reserves	TD2089 Park Land Reserves	TD2089	5	5,300.00
Sub-Total:				\$5,300.00
WC0350 Water Usage	WC0350 Water Usage	WC0350	1	241.22
Sub-Total:				\$241.22
WC2144 Water Meter Purchase	WC2144 Water Meter Purchase	WC2144	1	225.00
Sub-Total:				\$225.00
WCC Water Meter Purchase	WCC2144 Water Meter Purchase	WCC2144	2	450.00
Sub-Total:				\$450.00
WF Water Usage	WF0350 Water Usage	WF0350	1	145.80
Sub-Total:				\$145.80
WH0350 Water Usage	WH0350 Water Usage	WH0350	1	211.31
Sub-Total:				\$211.31
WNS Water Usage	WNS Water District Usage	WNS0350	1	232.50
Sub-Total:				\$232.50
Total Local Shares Remitted:				\$36,966.49
Amount paid to:	NYS Ag. & Markets for spay/neuter program			147.00
Amount paid to:	NYS Environmental Conservation			578.92
Amount paid to:	State Health Dept. For Marriage Licenses			135.00
Total State, County & Local Revenues:		\$37,827.41	Total Non-Local Revenues:	
			\$860.92	

To the Supervisor:

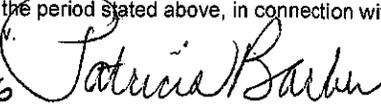
Pursuant to Section 27, Sub 1, of the Town Law, I hereby certify that the foregoing is a full and true statement of all fees and monies received by me, Diane R. Deschenes, Town Clerk, Town of New Scotland during the period stated above, in connection with my office, excepting only such fees and monies,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



Supervisor

7-6-2016

Date



Town Clerk

7/1/16

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 June 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
6/03	Durant F.H.	Death certificates (10)	\$ 100.00
6/07	Reilly & Sons F.H.	Death certificates (3)	\$ 30.00
TOTAL			\$ 130.00

STATE OF NEW YORK

COUNTY OF Albany

TOWN OF New Scotland

Patricia Barber
 the Registrar

, being duly sworn, says that he 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 day of

Patricia Barber

RECEIPT OF SUPERVISOR

Total amount Fees Remitted to the Supervisor \$ 130.00

RECEIVED PAYMENT

Dated 7-5-2016

D. P. My

Supervisor

ATTACHMENT #6a

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



May 23, 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 April 2016:

Started Cases -- 94
Closed Cases - 54

Money collected - \$ 5,369.19

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

Sincerely,

A handwritten signature in black ink that reads 'David J. Wukitsch'.

David J. Wukitsch
Town Justice

ATTACHMENT #6b

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



June 7, 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 May 2016:

Started Cases – 85
Closed Cases - 96

Money collected - \$ 9,894.00

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

Sincerely,

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

David J. Wukitsch
Town Justice

January 16, 2016

RECEIVED

MAY 26 2016

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

SUPERVISOR

Dear Supervisor LaGrange and Members of the Town Board:

In order to keep the Board apprised of my activities as Town Justice, the report below represents my activity for the calendar year 2015.

During the year I disposed of 939 cases and collected \$81,852 in fines, surcharges and fees.

The matters disposed included:

- 822 Cases under the Vehicle and Traffic Law (including DWI's)
- 80 Cases under the Penal Law
- 7 Civil Cases
- 11 Cases under Parks and Recreation Law
- 2 Cases under Alcohol and Beverage Control Law
- 7 Cases under Environmental and Conservation Law
- 1 Case under Criminal Procedure Law
- 3 Cases under Local Law
- 3 Cases under Agriculture and Market Law
- 1 Case under Public Health Law
- 2 Cases under Village Law

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

Sincerely,



Margaret Adkins
Town Justice

ATTACHMENT #6C

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



May 9, 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 April 2016 shows below:

Started Cases: 98

Closed Cases: 91

Money Collected: \$5921.00

Sincerely,

A handwritten signature in cursive script that reads 'Margaret Adkins'.

Margaret Adkins
Town Justice

ATTACHMENT #6d

TOWN OF NEW SCOTLAND

2029 NEW SCOTLAND ROAD
SLINGERLANDS, NEW YORK 12159

Phone: (518) 475-0493

Fax: (518) 439-9135

MARGARET I. ADKINS
TOWN JUSTICE



RECEIVED

JUN 27 2016

SUPERVISOR

June 8, 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 ~~April~~ 2016 shows below:

May

Started Cases: 98

Closed Cases: 106

Money Collected: \$9530.00

Sincerely,

Margaret I. Adkins

Margaret Adkins
Town Justice



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 July 13, 2016

Pay the Bills		
Abstract #	Vouchers	Amount
	20160756-20160857	\$259,321.35
Prepays or three signatures		
	Vouchers	Amount
1271	20160742-20160746	\$2,466.17
1272	20160747-20160749	\$2,609.80
1273	20160750-20160751	\$683.29
1274	20160752-20160753	\$33,899.69
1275	20160754	\$1,200.00
1276	20160755	\$948.44
See attached abstracts for additional details.		

ATTACHMENT #7

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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
 July 13, 2016
 2016 BUDGET MODIFICATIONS

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

FROM	CODE	TO	CODE	AMOUNT
Fund Balance	A0909	Buildings/Equip.	A1620.2	\$6,200.00
To appropriate money from fund balance to Building/equipment for condenser and air handler at Town Hall.				
Fund Balance	DB0909	Attorney fees/contr.	DB1420.4	\$1,253.51
To appropriate money from Fund Balance to Attorney fees/contractual for amount over budget for BAN renewals.				

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