TOWN OF NEW SCOTLAND
TOWN BOARD MEETING
May 8, 2019 - 7:00 PM
AGENDA

1. Call to Order
   Mr. LaGrange

2. Pledge of Allegiance

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

4. Approval of the Minutes of the Following:
   • April 10, 2019          Regular Town Board Meeting
   • April 25, 2019          Special Town Board Meeting
   Ms. Deschenes

Announcements:
• 5th Annual Kenneth’s Ride Saturday, June 1st Berne Town Park
• Household Hazardous Waste Day Saturday, June 1st Town Highway Garage
• American Legion Memorial Day Parade, May 25th, 10:00am, Voorheesville

4A. Discussion re: planning Board request for authorization to utilize a cluster design in relation to Major Subdivision Sketch Plat Application #638 on Krumkill Road.
   Mr. LaGrange
   Attachment C

   Mr. Greenberg
   Attachment #1

6. Discussion/Action re: Lease Agreement between the Town, Village of Voorheesville, and County of Albany
   Mr. LaGrange
   Attachment #2

7. Krumkill Road FHWA Project:
   • Resolution amending Capital Project HKR resolution
   • Resolution authorizing implementation and funding of federal-aid project and appropriating funds therefore
   • Resolution authorizing Supplemental Agreement No. 1 to contract D035923 for the Krumkill Rd. FHWA Project amending previously adopted Schedule A and Schedule B
   Mr. Guyer
   Attachment #3
   Attachment #3a
   Attachment #3b

8. Highway/Parks:
   • Discussion/Action re: hiring of Eric Vasquez as a permanent, full-time Parks laborer at $16.52 per hour (step 2 of the 2019 Salary/Pay Grade Schedule) effective May 13th
   Mr. Guyer

9. Fire & Ambulance:
   • Resolution authorizing Supervisor to sign the 2019 Advanced Life Support contract with Albany County, not to exceed $281,398.58.
   • Resolution authorizing Supervisor to sign the 2019 EMT-D contract with Albany County, not to exceed $78,815.76 for the Town portion
   • Onesquethaw Volunteer Fire Co. Membership request for Jennie Augar and Nancy Niblock as Auxiliary Members
   Mr. LaGrange
   Attachment #4
   Attachment #4a
   Attachment #4b
10. Discussion/Action re: Community Planning & Environmental Associates Task Order for 2nd Phase of review of Town Zoning, Subdivision, & Land Use Laws  
   Mr. Greenberg  
   Attachment #5

11. Discussion/Action re: staffing in the Department of Public Works  
   Mr. LaGrange

11A. • Resolution temporarily increasing Clerk to the Supervisor Lisa Boehlke hours to 40 hours per week, and no more, through July 10th at which time need will be reviewed.  
   Mr. LaGrange

12. Report and recommendation re: examination/audit of the 2018 Justice Court records  
   • Justice Johnson  Attachment #6  
   • Justice Wukitsch  Attachment #6a  
   Mr. Leinung & Ms. Snyder  
   Attachments 6&6a

13. Discussion re: replacement options for senior outreach vehicle  
   Mr. LaGrange

14. Liaison Reports:

15. Departmental Monthly Reports:  
   • Town Clerk, April 2019  
   • Registrar, April 2019  
   • Justice Johnson,  
   • Justice Wukitsch, March 2019  
   • Building Dept., 2019  
   • Code Enforcement, 2019  
   • Senior Outreach  
   Mr. LaGrange  
   Attachment #7  
   Attachment #7a  
   Attachment #7b  
   Attachment #7c  
   Attachment #7d  
   Attachment #7e  
   Attachment #7f

16. Pay the Bills  
   Mr. LaGrange  
   Attachment #8

17. Approve any Budget Modifications  
   Mr. LaGrange  
   Attachment #9

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

19. Adjourn  
   Mr. LaGrange
5th Annual
Kenneth's Ride

"Get your motor runnin', get out on the highway" - Mars Bonfire

SATURDAY, JUNE 1, 2019
BERNE TOWN PARK

*** Helderberg Trail – State Route 443 between County Route 1 and County Route 9 ***

Door Prizes – Raffles – Photo Booth – Games with Prizes – 50/50

LIVE MUSIC and PIG ROAST

Ride through the Hilltowns with stops at Clapper’s Glass Bar in Schoharie and Jonathon’s Restaurant in Duanesburg before returning to the park for the HUGE Pig Roast

PRE-REGISTRATION
April 15th – May 18th, 2019
$20 per Bike or Car
$30 Bike or Car w/ Passenger

DAY OF EVENT REGISTRATION
9am to 11am
$25 per Bike or Car
$35 Bike or Car w/ Passenger

Kids under 12 are FREE
First 100 Registered receive a t-shirt and other goodies
Checks are payable to: Kenneth’s Army, P.O. Box 105, Knox, NY 12107

CONTACTS
Claire: (518) 368-9812
Dawn: (518) 603-3625

EMCEE
Tim Drawbridge
News10abc

All proceeds benefit a scholarship offered to a Berne-Knox-Westerlo High School student who wishes to pursue a career in Social Service, adopting an underprivileged Berne-Knox-Westerlo student, and other charitable donations to ensure Kenneth’s memory is kept alive.

NOT ONE MORE CHILD! A LITTLE CHILD SHALL LEAD THEM !!!!
TOWN OF NEW SCOTLAND

HOUSEHOLD HAZARDOUS WASTE COLLECTION DAY

Saturday, June 1, 2019 8:00 am – Noon
Town of New Scotland Highway Garage

This program is for Town of New Scotland and Village of Voorheesville Residents Only.

Collection will take place at the Highway Garage located at 2869 New Scotland Rd, Voorheesville, NY 12186.

Acceptable wastes include pesticides, paints, wood preservatives and stains, thinners, solvents, drain cleaners, swimming pool chemicals, automotive fluids, batteries, cleaning products, gasoline, kerosene, acids and bases, hobby chemicals, asbestos (wet and double bagged), CFL and fluorescent light bulbs, mercury thermometers.

Our Household Hazardous Waste program is partially financed with a grant from the NYS Department of Environmental Conservation

Pre-registration coupon is required.
Please call Teresa (New Scotland) to sign up at 765-2681
Or Karen (Village of Voorheesville) at 765-2692

Practice Pollution Prevention
Storm water runoff is rain that falls on roofs, lawns, or paved areas, and is carried away by a system of storm water pipes or culverts and ditches. As it flows over the land surface, it can be contaminated by debris, chemicals, dirt, and other pollutants. This untreated water is then discharged directly into the water bodies we use for swimming, fishing, and drinking water.

What you can do to help:
- Recycle motor oil with service stations that change oil for their customers.
- Recycle antifreeze by bringing it to a radiator shop.
- Use hazardous substances in the smallest amounts possible.
- Store substances properly. Clean up spills immediately.
- Filter and reuse paint thinner.
- Recycle or properly dispose of household products that contain chemicals, such as insecticides, pesticides, paint, solvents, used motor oil and other fluids.

Don’t pour them onto the ground or into storm drains!
April 17, 2019

Town Board of the Town of New Scotland

RE: Major Subdivision Sketch Plat Application #638

Pursuant to Section 190-61 of the Town of New Scotland Zoning Law, the Town of New Scotland Planning Board requests authorization to utilize a cluster design alternative to conventional zoning in relation to the above Major Subdivision Sketch Plat Application. A Motion was made and unanimously approved by the Town of New Scotland Planning Board to request such authorization at the Planning Board’s regularly scheduled April 2, 2019 meeting.

A copy of the application along with Sketch Plat is attached hereto.

Charles Voss, Chair
Town of New Scotland Planning Board
A Law Amending the Town of New Scotland Zoning Law in relation to municipal solar facilities.

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

SECTION I. BACKGROUND, PURPOSE AND FINDINGS

In July, 2017 the Town of New Scotland enacted Local Law 5 of 2017 (the “Solar Law”), which amended Chapter 190 of the Code of the Town of New Scotland and established special regulations regarding solar collector systems. Among other things, Local Law 5 of 2017 includes regulations for Large-Scale Solar projects and ground mounted solar energy systems.

In August, 2018, the State of New York, through the New York State Energy Research and Development Authority (NYSERDA), announced a policy of encouraging development of solar collector systems on municipal properties, including former landfills and brownfield sites. NYSERDA provided a “toolkit” to municipalities to facilitate development of solar projects on such properties. Since closed landfills cannot be developed for other uses, they are under-utilized properties that are especially well suited for solar collector systems. NYSERDA also provides certain financial incentives for development of solar collector systems on landfills and brownfield sites.

NYSERDA’s program coincides with other legal developments designed to encourage development of solar projects and streamline the approval process. In January, 2019, the regulations applicable to the State Environmental Quality Review Act (SEQRA) were amended. The regulations now provide that solar energy installations involving 25 acres or less on closed landfills and certain “brownfield” sites are “Type II” actions, exempt from the requirement of SEQRA environmental review.

This Local Law is intended to adopt provisions recommended by NYSERDA and streamline the approval process for solar collector systems and solar storage battery facilities sited on closed municipal landfill sites. It is the intent of the Town to encourage development of solar collector systems on municipal properties, maximize potential for solar energy development on closed landfills, and maximize the resources of the Town in relation to under-utilized landfills.
SECTION II. AMENDMENTS

Chapter 190, Section 190-57-A of the Code of the Town of New Scotland entitled “Town of New Scotland Zoning Law,” is hereby amended as follows:

A. Subsection (A), entitled “Definitions,” is hereby amended by addition the following definition:

**Municipal Solar Facility** – A solar collector facility sited on: a) land owned by the Town of New Scotland; and (b) which involves 25 acres or less of physical alteration of a closed landfill.

B. Part II, Subsection (G) is amended by adding the following subsection:

6. Notwithstanding the provisions of Subsection (C)(6) and Subsection (G)(1)-(4) of Section 190-57-A of the Zoning Law, a Municipal Solar Facility which satisfies the criteria for a Type II action under 6 NYCRR § 627.5(14) of the State Environmental Quality Review Act (“SEQRA”):

a. Shall not require a Special Use Permit or Site Plan Approval from the Town Planning Board; and

b. Is exempt from the setback, bulk, area, and front and side yard restrictions set forth in Subsection (G)(4) of the Solar Law.

In lieu of a Special Use Permit, private developers leasing land from the Town of New Scotland for a Municipal Solar Facility shall, prior to construction and installation, (i) apply for and obtain a Building Permit and Unified Solar Permit from the Building Department, (ii) provide proof of New York State Department of Environmental Conservation (NYSDEC) approval of a post-closure modification plan for the closed landfill, and (iii) agree, in writing, to adhere to the approved post-closure monitoring and maintenance operations manual as required by 6 NYCRR Part 360. The Building Inspector shall not issue a permit for a Municipal Solar Facility unless the developer presents a signed lease with the Town for such facility and complies with the application requirements regarding a decommissioning plan, as set forth in Subsection (G)(5) and (H) of the Solar Law.

7. A Solar Storage Battery facility is a permitted use in the RA zoning district provided it is: (A) sited and constructed on a closed landfill owned by the Town of New Scotland, and (B) the Town Board approves a lease for the construction, operation, and
decommissioning of such Solar Storage Battery facility. A Solar Storage Battery facility located on property owned by the Town of New Scotland shall not require a Special Use Permit or Site Plan Approval from the Town Planning Board.

SECTION III. 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 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.

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.

2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer*.)

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____, and was (approved) (not approved) (repassed after disapproval) by the ____________________

* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.
AMENDED Resolution establishing and funding Capital Project HKR

Whereas, the Town of New Scotland is desirous to make corrective maintenance improvements to involve cold in-place recycling with a new wearing surface as a primary treatment. A short, 200 foot section of roadway west of Normanskill Bridge will require reconstruction due to subsurface drainage deficiencies that are causing settlement in this portion of roadway on Krumkill Road,

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

Now therefore be it resolved, that the budget for the capital project (HKR) Krumkill Road is as follows:

Increase Revenues:

(HKR) 4597 Federal Aid/Transportation $296,308.00
(HKR) 3597 State Aid/Transportation $ 55,558.00
(HKR) 5031 Interfund Transfer In $ 18,519.00

Increase Appropriations:

(HKR) 5112.4 Permanent Improvements $370,385.00

Now be it further be it resolved, that the Highway Fund – Town Outside Village (DB) fund the Town’s local share of the project as follows:

Increase Revenues:

(DB) 0909 Fund Balance $ 18,519.00

Increase Appropriations:

(DB) 9901.9 Interfund Transfer Out $ 18,519.00

And be it further resolved, that General Fund Town Outside Village– (B) be authorized to loan to the capital project sufficient cash monies for adequate cash flow at an interest rate of 0.00% per annum
Town of New Scotland, New York  
(Locally Administered Project)  
RESOLUTION NUMBER:__________

Authorizing the implementation, and funding in the first instance 100% of the federal-aid and State "Marchiselli" Program-aid eligible costs, of a transportation federal-aid project, and appropriating funds therefore.

WHEREAS, a Project for Krumkill Road Improvements, Town of New Scotland, Albany County, P.I.N. 1760.30 (the Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80% Federal funds and 20% non-federal funds; and

WHEREAS, the Town of New Scotland desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of Preliminary Engineering work.

NOW, THEREFORE, the Town Board, duly convened does hereby

RESOLVE, that the Town Board hereby approves the above-subject project; and it is hereby further

RESOLVED, that the Town Board hereby authorizes the Town of New Scotland to pay in the first instance 100% of the federal and non-federal share of the cost of Preliminary Engineering work for the Project or portions thereof; and it is further

RESOLVED, that the sum of $28,800.00 (Twenty Eight thousand Eight Hundred dollars and no cents) is hereby appropriated from Highway DB and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that the additional sum of $341,585.00 (Three hundred Forty-One thousand Five hundred Eighty-Five dollars and no cents) is hereby appropriated from Highway DB and made available to cover the cost of participation in the above phases of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the Town Board of the Town of New Scotland shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the New York State Department of Transportation thereof, and it is further

RESOLVED, that the Town Supervisor of the Town of New Scotland be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the Town of New Scotland with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project; and it is further

RESOLVED, this Resolution shall take effect immediately

STATE OF NEW YORK )  
COUNTY OF Albany )  
I, ____________________________, Clerk of the ______________ New York, do hereby certify that I have compared the foregoing copy of the resolution with the original resolution of file in my office and that the same is a true and correct transcript of said original resolution and of the whole thereof as duly adopted by said ________________ at a meeting duly called and held at _____________________________ on ________________ by the required necessary vote of the members to approved the resolution.

WITNESS, my hand and the official seal of the _____________________________ of _____________________________, New York, the ______ day of ________________,20___.

__________________________  
Clerk
SUPPLEMENTAL AGREEMENT No. 1 to D035923 (Comptroller’s Contract No.)

This Supplemental Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and

Town of New Scotland (the Sponsor) Acting by and through the Town Supervisor with its office at 2869 New Scotland Road, Slingerlands, NY 12159.

This amends the existing Agreement between the parties in the following respects only (check applicable categories):

- Amends a previously adopted Schedule A by (check as applicable):
  - amending a project description
  - amending the contract end date
  - amending the scheduled funding by:
    - adding additional funding (check and enter the # phase(s) as applicable):
      - adding phase Construction/CI which covers eligible costs incurred on/after 4/4/2019
  - increasing funding for a project phase(s)
  - adding a pin extension
  - change from Non-Marchiselli to Marchiselli
  - deleting/reducing funding for a project phase(s)
  - other (____)

- Amends a previously adopted Schedule “B” (Phases, Sub-phase/ Tasks, and Allocation of Responsibility)

- Amends a previously adopted Agreement by adding Appendix 2-S – Iran Divestment Act:

- Amends the text of the Agreement as follows (insert text below):
**SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements**

**NYSDOT/State-Local Agreement - Schedule A for PIN 1760.30**

<table>
<thead>
<tr>
<th>OSC Municipal Contract #:</th>
<th>Contract Start Date: 3/27/2018 (mm/dd/yyyy)</th>
<th>Contract End Date: 3/27/2028 (mm/dd/yyyy)</th>
<th>Check, if date changed from the last Schedule A</th>
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<tbody>
<tr>
<td>D035923</td>
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</tbody>
</table>

**Purpose:**
- □ Original Standard Agreement
- ✗ Supplemental Schedule A No. 1

**Agreement Type:**
- ✗ Locally Administered
- Municipality/Sponsor (Contract Payee): Town of New Scotland
- Other Municipality/Sponsor (if applicable):
  - □ State Administered
  - List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.
    - Municipality: % of Cost share
    - Municipality: % of Cost share
    - Municipality: % of Cost share

**Authorized Project Phase(s) to which this Schedule applies:**
- ✗ PE/Design
- □ ROW Incidentals
- □ ROW Acquisition
- ✗ Construction/CI/CS

**Work Type:** HWY REHAB

**County (If different from Municipality):** Albany County

**Marchiselli Eligible**
- Yes □ No

**Project Description:** Krumkill Road Improvements

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**Marchiselli Allocations Approved FOR ALL PHASES**

All totals will calculate automatically.

<table>
<thead>
<tr>
<th>State Fiscal Year(s)</th>
<th>Project Phase</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>PE/Design</td>
<td>ROW (R1 &amp; RA)</td>
</tr>
<tr>
<td>Cumulative total for all prior SFYs</td>
<td>$6,500.00</td>
<td>$0.00</td>
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<tr>
<td>Current SFY</td>
<td>$0.00</td>
<td>$0.00</td>
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</tbody>
</table>

**Authorized Allocations to Date**
- $6,500.00
- $0.00
- $56,000.00
- $62,500.00

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**A. Summary of allocated MARCHISELLI Program Costs FOR ALL PHASES**

For each PIN Fiscal Share below, show current costs on the rows indicated as "Current." Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

<table>
<thead>
<tr>
<th>PIN Fiscal Share</th>
<th>&quot;Current&quot; or &quot;Old&quot; entry indicator</th>
<th>Federal Funding</th>
<th>Total Costs</th>
<th>FEDERAL Participating Share</th>
<th>STATE MARCHISELLI Match</th>
<th>LOCAL Matching Share</th>
<th>LOCAL DEPOSIT AMOUNT (Required only if State Administered)</th>
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</thead>
<tbody>
<tr>
<td>1760.30.121</td>
<td>Current</td>
<td>STP LG URBAN</td>
<td>$28,800.00</td>
<td>$23,040.00</td>
<td>$4,320.00</td>
<td>$1,440.00</td>
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<td>Old</td>
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<td>$273,268.00</td>
<td>$51,238.00</td>
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**TOTAL CURRENT COSTS:**
- $370,386.00
- $296,308.00
- $55,558.00
- $18,519.00
- $0.00
### B. Summary of Other (Including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES

For each PIN Fiscal Share, show current costs on the rows indicated as "Current." Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

<table>
<thead>
<tr>
<th>Other PIN Fiscal Shares</th>
<th>'Current' or 'Old' entry indicator</th>
<th>Funding Source</th>
<th>TOTAL</th>
<th>Other FEDERAL</th>
<th>Other STATE</th>
<th>Other LOCAL</th>
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<tbody>
<tr>
<td>1760.30.121</td>
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</table>

**TOTAL CURRENT COSTS:**  
$ 0.00 | $ 0.00 | $ 0.00 | $ 0.00

### C. Local Deposit(s) from Section A:

- **Additional Local Deposit(s):** $ 0.00
- **Total Local Deposit(s):** $ 0.00

### D. Total Project Costs

All totals will calculate automatically.

<table>
<thead>
<tr>
<th>Total FEDERAL Cost</th>
<th>Total STATE MARCHISELLI Cost</th>
<th>Total OTHER STATE Cost</th>
<th>Total LOCAL Cost</th>
<th>Total ALL SOURCES Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>$298,308.00</td>
<td>$55,558.00</td>
<td>$ 0.00</td>
<td>$18,519.00</td>
<td>$370,385.00</td>
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</table>

### E. Point of Contact for Questions Regarding this Schedule A (Must be completed)

Name: Deborah Lolik  
Phone No: 518-485-9410

See Agreement (or Supplemental Agreement Cover) for required contract signatures.
Footnotes: (See LPR's website for link to sample footnotes)

- This Supplemental Agreement #1 adds the Construction/CI phase of the project. Construction = $316,085.00, C/I = $25,500.00.

- All eligible Marchiselli funding is in place for this project.
 AGREEMENT
for
ADVANCED LIFE SUPPORT SERVICES
between
THE COUNTY OF ALBANY
and
THE TOWN OF NEW SCOTLAND

Contract Authorization:
Resolution No.: 26 of 2019

This is an Agreement made by and between The County of Albany, acting by and through its County Executive, with offices located at 112 State Street, Albany, New York 12207, (hereinafter referred to as the "County"), and the Town of New Scotland, with offices located at 2029 New Scotland Road, Slingerlands, New York 12159 (hereinafter referred to as the "Municipality," the County and Municipality may be referred to individually as a “Party” or collectively as the “Parties”).

WITNESSETH:

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

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

WHEREAS, the Municipality is authorized to participate in an “advanced life support system” contract with the County for the provision of an Advanced Life Support First Response Service to serve the Municipality via ___________of 2019, for the period of January 1, 2019 through December 31, 2019; and

WHEREAS, the County Legislature authorized the County Executive to enter into a one-year agreement with the Municipality regarding the aforesaid service by Resolution No. 26 for 2019, for the period January 1, 2019 through December 31, 2019;

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:

1.1.1 Provide advanced life support (paramedic) services throughout the Municipality, under applicable provisions of the Public Health Law, upon availability, through direct response and mutual (aid) cooperation from providers in the Municipality and adjoining towns, in addition to, and not in competition with, municipal, full-time volunteer, or private agencies providing first response or ambulance services. The paramedics operating in this capacity shall comply with the Paramedic Work Activities and Requirements, attached hereto as Schedule A.

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

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

1.1.4 Five (5) paramedic cars will be made available days, four (4) paramedic cars will be made available nights, seven (7) days per week. However, in the event any cars are out of service and/or unavailable to respond, ALS support will be provided through mutual aid.

1.2 Subject to the conditions described in Section 1.1.4, two (2) advanced life support paramedics and two (2) mobile units (hereinafter “cars”) will be available to service municipality at all times, twenty-four (24) hours per day, seven (7) days per week. The Municipality and County, in their discretion and pursuant to ancillary agreement(s) with transporting agencies, may choose to deploy and utilize the County paramedics to staff ambulances. Such ambulance staffing option will only
occur after the development of a paramedic staffing utilization policy approved by the medical director of any affected transporting agency. Nothing contained herein shall in any manner detract from the authority of the County paramedic to render advanced life support care pursuant to this Article. In the event that all paramedics and/or cars are out of service and/or unavailable to respond, then advanced life support first response service will be provided through mutual aid by another qualified ALS Agency.

1.3 It is the understanding by and between the County and the Municipality that the primary responsibility of the Basic Life Support ambulance crew and the ALS providers from the County is the care, treatment, and transportation of the sick or injured individual receiving services. In no circumstance shall the care, treatment, and transportation of the patient be influenced or modified by demands made by any police agency or other authority, except within the discretion of the relevant ambulance crew and/or the ALS crew administering aid, which discretion shall be effected guardedly and in the best interests of the care of the patient first and foremost.

ARTICLE 2. FEES

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

The total fees and expenses due from the Municipality for services rendered during the contract period shall not exceed the sum of TWO HUNDRED EIGHTY-ONE THOUSAND, THREE HUNDRED NINETY-EIGHT AND 58/100 ($281,398.58) DOLLARS (US CURRENCY). Payment of fees shall be made by the Municipality to the County, upon biannual billing by the County, in June and December. Such billing shall represent approximately six months expenses and costs for services provided.

The County agrees to submit its intended budgets to the Municipality prior to September 15th of each year, identifying estimated expenses and costs for the ALS Program, including start-up costs and services rendered for the contract period, if any, to include a statement of maximum fee to be charged to the Municipality for all services rendered and anticipated.

ARTICLE 3. AVAILABLE DATA

All technical or other data relative to the services provided under this Agreement, if any, shall be shared between the Parties as necessary without expense.
ARTICLE 4. COOPERATION

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

ARTICLE 5. ACCOUNTING RECORDS

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

ARTICLE 6. ASSIGNMENT

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

ARTICLE 7. OWNERSHIP OF MATERIALS

All rights, title, and ownership in and to all written materials prepared under the provision of services associated with this Agreement shall be in the County including the right of republication.

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

ARTICLE 8. INDEPENDENT CONTRACTOR

The County, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistently with such status, that it will neither hold itself out as, nor claim to be an agent, employee, or other such representative of the Municipality by reason hereof, and that it will not, by reason
hereof, make for itself, its representatives, or employees, any claim, demand, or application to or for any right or privilege applicable to an agent, employee, or other such representative of the Municipality, including, but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage, or Retirement membership or credit.

ARTICLE 9. INDEMNIFICATION

The Parties shall defend, indemnify, and save harmless the each other, their 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 each respective Party's negligent or intentional acts or omissions or for the acts or omissions of their employees and agents, to the extent of the their 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 ($1,000,000.00) dollars person, THREE MILLION ($3,000,000.00) dollars per occurrence, to provide coverage for County officers, employees, agents, and equipment for general liability, professional liability, automobile liability, and medical malpractice insurance. The County will also provide Worker's Compensation and Disability insurance as required by law. All such insurance coverage shall name the Municipality as an additional insured and the County agrees to provide evidence of such coverage to the Municipality prior to providing any services under this Agreement.

ARTICLE 11. TERM AND TERMINATION

The services provided for in this Agreement shall commence on January 1, 2019 and continue in effect until December 31, 2019 or unless otherwise terminated as set forth below.

The Parties shall have the right at any time to terminate, without cause, the services required, by ninety (90) days prior written notice, certified mail return receipt requested. In the event of termination, the County shall be entitled to compensation for all work heretofore 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.
ARTICLE 13. NON-DISCRIMINATION

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

ARTICLE 14. NON-APPROPRIATION

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

ARTICLE 15. APPLICABLE LAW

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

ARTICLE 16. NOTICE

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

TOWN

Town Clerk
Town of New Scotland
2029 New Scotland Road
Slingerlands, NY 12054

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 the County or
the Town 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)

18.1 In order to comply with the U.S. Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Town and County collectively referred to as "Municipalities," their employees, administrators and agents (hereinafter the "Municipality" shall be interpreted to mean Municipality, its employees, administrators, and agents) shall not use or disclose protected health information (PHI) other than as permitted or required by this Agreement or law. Municipalities shall use all appropriate safeguards to prevent use or disclosure of PHI at all times. Municipalities 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.

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

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

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

18.5 The County reserves all rights to terminate this Agreement upon knowledge of a material breach by Municipality of the requirements of this Article.

18.6 Each Party agrees to amend this Agreement as necessary to reflect any obligations of a Party under the administrative simplification provisions of HIPAA and any rules or regulations authorized or mandated by HIPAA. The Parties shall make good faith, best efforts to agree upon and have such amendments incorporated into an addendum to this Agreement, or, as appropriate, to enter into a business associate agreement, trading partner agreement, chain of trust partner agreement and/or any other agreement required on or before the compliance date specified by an applicable administrative simplification provision or provisions under HIPAA.
IN WITNESS WHEREOF, this Agreement has been executed by the County, acting by and through an authorized official, and the Municipality, by and through an act of a duly authorized officer, effective the day and year last below written.

COUNTY OF ALBANY

DATED:______________

BY:__________________

Daniel P. McCoy
County Executive

or

Philip Calderone
Deputy County Executive

TOWN OF NEW SCOTLAND

DATED:______________

BY:__________________

_____________________________________
Supervisor

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

On the ____ day of ____________, 2019, 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
SCHEDULE A

PARAMEDIC WORK ACTIVITIES AND REQUIREMENTS

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

TYPICAL WORK ACTIVITIES:

- Operates specially equipped vehicle to respond to medical emergencies and provide advanced life support services to stabilize persons with life threatening problems resulting from trauma or other medical emergencies;

- Provides medical emergency service to accident or other emergency victims such as extrication, applying splints and immobilization, administration of oxygen, suctioning, insertion of airways, homeostasis, cardiopulmonary resuscitation, emergency childbirth, electrocardiogram monitoring, injections, anti-shock suit, defibrillation, etc.;

- Monitors and transmits vital signs of pulse, blood pressure, and respiration and transmits biomedical information via telemetry such as electrocardiogram;

- Performs direct medical actions on persons requiring advanced emergency services at monitoring physician's direction such as defibrillation;

- Administers oral, intra-muscular, and intra-venous medications as directed by monitoring physician via two-way radio with the emergency vehicle;

- Applies rescue techniques and knowledge to effect the safety of persons trapped in vehicles, stranded, marooned, or endangered by unusual circumstances;

- Assists in development and implementation or an operational plan for major catastrophes, and material or man-made disasters in order to respond to medical emergencies;

- Keeps records of emergency calls, patient treatment, and problems encountered and solutions rendered in the course of duty;

- Maintains equipment on specially equipped medical emergency vehicles in appropriate operating condition;

- Participates in emergency medical training of other police, ambulance personnel, and members of the community and coordinates emergency medical services on site.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:

- Thorough knowledge of emergency medical conditions, techniques, and procedures;
- Good social and general intelligence;
- Good powers of observation;
- Ability to operate bio-medical telemetry and two-way radio equipment;
- Ability to perform calmly and efficiently in crisis situations;
• Ability to maintain records and prepare reports;
• Ability to understand and follow oral and written instructions;
• Ability to understand written laws and apply them to specific situations;
• Excellent moral character;
• Neatness of appearance;
• Physical condition commensurate with the demands of the position.

MINIMUM QUALIFICATIONS:

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

SPECIAL REQUIREMENTS:

Eligible candidates should be trained in Medicated Facilitated Intubation (MFI) through a regionally approved MFI course, or be willing to become trained, without compensation, in MFI before completing their probationary period.
AGREEMENT
For
EMT-D SERVICES
Between
THE COUNTY OF ALBANY,
THE TOWN OF NEW SCOTLAND,
And THE VILLAGE OF VOORHEESVILLE

Contract Authorization:
Resolution No.: 27 of 2019

This is an Agreement made by and between The County of Albany, acting by and through its County Executive, with offices located at 112 State Street, Albany, New York 12207 (hereinafter referred to as the "County"), the Town of New Scotland, with offices located at 2029 New Scotland Road, Slingerlands, New York 12159 (hereinafter referred to as the "Town"), and the Village of Voorheesville, whose principal offices are located at 29 Voorheesville Avenue, Voorheesville, New York 12186 (hereinafter the "Village"). The Village, the County and the Town may be referred to individually as a "Party" or collectively as the "Parties."

WITNESSETH:

WHEREAS, the County provides emergency medical technician 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 Town and the Village have expressed a desire to participate in the County program through such an agreement; and

WHEREAS, the Town Supervisor has been authorized by the Town to enter into a one- year agreement with the County regarding the provision of the aforesaid emergency medical technician services by __________________ of 2019, for the period of January 1, 2019 through December 31, 2019; and

WHEREAS, the Village Mayor has been authorized by the Village into a one-year agreement with the County regarding the provision of the aforesaid emergency medical technician services by __________________ of 2019, for the period of January 1, 2019 through December 31, 2019; and

WHEREAS, the County Legislature authorized the County Executive to enter into a one-year agreement with the Parties regarding the aforesaid Service by Resolution No. 27 of 2019, for the period January 1, 2019 through December 31, 2019;

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 Town and the Village 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 Town and the Village as it may be legally described.

b. County will provide EMT-D services to the Town and the Village as needed on an agreed-upon basis between all parties. A description of work activities, necessary skills, and qualifications for Emergency Medical Technicians (EMT's) 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 Parties 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, Town, Village, and Ambulance Service employees, all individuals volunteering or employed as supplemental emergency medical personnel partnering with County employees, must meet the standards of the Albany County Sheriff's Department's Physical Ability Test (attached hereto as Exhibit B). Individuals volunteering or employed as Supplemental Emergency Medical Personnel must be evaluated at any of the County Sheriff's Offices, and must receive a certificate of compliance with Exhibit B before being allowed to collaborate on calls with County Employees.

ARTICLE 2. FEES

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

2.2 The total fees and expenses due from the Town and the Village for services rendered during the contract period shall not exceed the sum of ONE HUNDRED NINETY-SEVEN THOUSAND, EIGHT HUNDRED AND EIGHTY-EIGHT AND 40/100 ($197,888.40) DOLLARS (US CURRENCY). Payment of fees shall be made by the Town and the Village to the County upon billing in December of 2019.
2.3 The County shall submit one bill to the Town for payment. A separate bill/invoice will not be sent to the Village. As between the Town and the Village, the cost of the services shall be allocated between the Town and the Village according to the following provisions:

(a) The total costs for the County-provided EMT services for the areas formerly served by the Voorheesville Area Ambulance Services, Inc. ("VAAS") (i.e., the Village and the New Salem Fire District) is $129,206.32: (i) the Town shall be responsible for the payment of $78,815.86 of that cost; and (ii) the Village is responsible for payment of $50,390.46 of that cost. The allocations are based on a traditional formula, pursuant to which the Town is responsible for the payment of sixty-one percent (61%) of the cost of VAAS services; and the Village is responsible for payment of thirty-nine percent (39%) of the cost.

(b) The cost of the Town-wide expense of the ambulance services provided by the Sheriff under this contract is $68,682.08. The Town shall be responsible for payment of the entire cost of this service, with the cost allocated to the Town’s 5M fund, with Village and Town residents (within New Salem Fire District) responsible for payment of the cost through their tax bills.

(c) The allocations of costs set forth above is related to historical practices among the Town/Village and VAAS, and are based on past cost history, plus increases imposed by the County. VAAS is in the process of dissolving and/or being merged with another volunteer ambulance services provider.

2.4 The County agrees to submit its preliminary budget for the following year to the Town and the Village prior to August 15th, 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 Town and Village 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 Town and the Village upon request. The records shall be accessible to the Town and the Village 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 Town and the Village.

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, and that it will neither hold itself out as, nor claim to be an agent, employee, or other such representative of the Town or the Village by reason hereof, and that it will not, by reason hereof, make for itself, its representatives, or its employees, any claim, demand, or application to or for any right or privilege applicable to an agent, employee, or other such representative of the Town or the Village, including, but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage, or retirement membership or credit.

ARTICLE 9. INDEMNIFICATION

The Parties shall defend, indemnify, and save harmless the each other, their 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, its or their respective negligent or intentional acts or omissions or for the acts or omissions of their respective officials, employees, and agents, to the extent of their respective responsibility for such claims, damages, losses, and expenses.

ARTICLE 10. INSURANCE

The County agrees to procure and maintain without additional expense to the Town and Village 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 Town and Village as an additional insureds and the County agrees to provide evidence of such coverage to the Town and Village prior to providing any services.
ARTICLE 11. TERM AND TERMINATION

The services provided for in this Agreement shall commence on January 1, 2019 and continue in effect until December 31, 2019 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 Town and the Village 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 Town and the Village of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

ARTICLE 15. APPLICABLE LAW

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

ARTICLE 16. NOTICE

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

DISTRICT                                      COUNTY

Town Clerk                                      Albany County Sheriff
Town of New Scotland                            Albany County Courthouse
2029 New Scotland Road                         16 Eagle Street
Slingerlands, NY 12054                          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 any 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 Town, the Village, their employees, administrators, and agents (hereinafter the “District”) 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 Town and Village, 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

VILLAGE OF VOORHEESVILLE

DATED:______________

BY:__________________
Robert Conway
Mayor

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

On the _______day of ____________, 2019, 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
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; Maintains and completes 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 AMBULANCE 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.
Exhibit 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 failing 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 SEMPC must raise one end of the backboard in up to three movements:

i. The first movement will require the SEMPC to 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.
Town of New Scotland  
2029 New Scotland Rd.  
Slingerlands, NY 12159  

Attention: Diane Deschenes- Town Clerk  

April 22, 2019  

Onesquehaw Volunteer Fire Company, Inc. has accepted application for membership from the following individual(s) who reside within Onesquehaw’s fire district:  

Jennie Augar, 2447 Delaware Tpke, Voorheesville, NY (Auxiliary Member)  

Nancy P. Niblock, 199 Lower Flat Rock Rd, Feura Bush, NY (Auxiliary Member)  

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

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

Respectfully,  

Jessica Latham  
Membership Secretary  
Onesquehaw Volunteer Fire Company, Inc.  
518-300-9272
Task Order for Nan Stolzenburg AICP (Community Planning & Environmental Associates)

Project: Update Zoning, Subdivision and Other Land Use Related Laws to be Consistent with Updated Comprehensive Plan

April 30, 2019

This scope of work is updated from the original one developed for the Board from September 2018.

Task 1: Land Use Regulation Audit, as per table, below. Completed.

1. Using the checklist and recommendations from the Audit, attend one meeting with the Town Board to identify the direction and topics from the Audit the Board wants to give attention to. Completed.

Task 2: Provide Updated Draft Subdivision and Zoning Language to Address Specific Recommended Changes.

1. Compile all amendments made to the Zoning Law over the past years into one unified document. This document will then become the version that will be used to make specific language recommendations in subsequent tasks, below. Completed.

2. Based on the Town request to address process, clarity, organization, definition, and other non-policy-related changes to the zoning and subdivision in this first round (as per meeting outlined in Step 1, above), draft the specific sections of zoning and subdivision to implement those priorities. This will be followed by the following tasks to bring this to completion:

3. Work with Town Board as they review the draft language. Meet six times with Board or Board representatives to go over the draft language.

4. Edit as needed based on discussions. An updated draft law for zoning and for subdivision will be developed after these meetings and submitted to Board.
   a. Note - The number of meetings and time needed here for Town Board review and editing is somewhat unknown. Sometimes it takes many more meetings for the board to reach consensus on language. If I have the Board’s decisions on changes they want to see for the document, I don’t necessarily need to be in attendance at extra meetings. I can be ‘on call’ as needed to help with options and writing.

5. Assist with adoption process including SEQR materials (Full EAF), resolutions, and one meeting with the Town Board to review those materials.

6. Attend one public hearing.

7. Make final edits as may be needed as a result of the public hearing. Submit final documents to Town Board for adoption.

Future Task: Subsequent steps for future task orders include a second round of recommended edits to address other more policy-oriented recommendations included in the Audit (from Task 1).
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<th>Task</th>
<th>Budget (As per April 29 Proposal)</th>
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<td>1. Conduct Land Use Regulation Audit</td>
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<td>2. Zoning and Subdivision Updates</td>
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<tr>
<td>1. Compile all amendments into one unified zoning document</td>
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<tr>
<td>2. Draft the specific sections to address process, administration,</td>
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<td>clarity, definition, and other similar changes as per the audit</td>
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<td>3. Work with Town Board, including 6 meetings with Board</td>
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<td>4. Edit as needed from Board decisions</td>
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<td>5. Assist with adoption process</td>
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<td>6. Attend public hearing</td>
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<td>7. Make final edits</td>
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<td>One Month</td>
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Fees: as per Table 1 of April 29, 2018 Proposal, the fee is estimated to be as per Table 1, with additional meetings at hourly fee of $110 per hour. Monthly invoices will reflect actual time spent on the above tasks. The Town will be invoiced only for time and materials spent on the project.
Town of New Scotland, New York
Audit Report of the Town of New Scotland Justice Johnson’s Court

On April 23, 2019 we, the Audit and Finance Committee, reviewed aspects of the financial records for the year 2018 for the Town of New Scotland Justice Johnson’s court. The attached checklist was used based on the State Comptroller’s handbook. Primarily, the checklist reviews the procedures of the court to ensure that money collected was properly handled from receipt to deposit and is remitted to the Town or returned to the defendant in the case of bail. Court case receipts, Office of the Comptroller reports, credit card slips, bank statements, etc., provided by the clerk for Justice Johnson, were used in this process. We reviewed the bail money accounting in similar fashion. We found no accounting discrepancies in any facet of Justice Johnson’s financial records.

Tested for Justice Johnson:

Selected from the receipt book then matched receipt #13028 to the bank deposit receipt for $1,275.00 dated 1/25/18.

We reviewed the 2018 end of year bank statements for any inconsistencies and found none.

The Audit and Finance Committee recommends no further review of Justice Johnson’s court records for the year 2018.

It is our recommendation that the New Scotland Town Board resolve to accept these audit results for 2018 financial records for Justice Johnson.

Respectfully Submitted,

Town of New Scotland Audit and Finance Committee
Town of New Scotland, New York
Audit Report of the Town of New Scotland Justice Wukitsch’s Court

On April 23, 2019 we, the Audit and Finance Committee, reviewed aspects of the financial records for the year 2018 for the Town of New Scotland Justice Wukitsch’s court. The attached checklist was used based on the State Comptroller’s handbook. Primarily, the checklist reviews the procedures of the court to ensure that money collected was properly handled from receipt to deposit and is remitted to the Town or returned to the defendant in the case of bail. Court case receipts, Office of the Comptroller reports, credit card slips, bank statements, etc., provided by the clerk for Justice Wukitsch, were used in this process. We reviewed the bail money accounting in similar fashion. We found no accounting discrepancies in any facet of Justice Wukitsch’s financial records.

Tested for Justice Wukitsch:

Selected from the receipt book then matched receipt #13172 to the bank deposit receipt for $1,384.00 dated 3/1/18.

We reviewed the 2018 end of year bank statements for any inconsistencies and found none.

During our work we did not note any aspect of the process that would help strengthen internal control.

The Audit and Finance Committee recommends no further review of the Justice Wukitsch’s court records for the year 2018.

It is our recommendation that the New Scotland Town Board resolve to accept the audit results for 2018 financial records for Judge David Wukitsch.

Respectfully Submitted,

Town of New Scotland Audit and Finance Committee
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<td>WH2144 Water Meter Purchase</td>
<td>WH2144 Water Meter Purchase</td>
<td>WH2144</td>
<td>2</td>
<td>1,240.00</td>
</tr>
<tr>
<td>WKWO350 Kensington Woods Water Usage</td>
<td>WKWO350 Kensington Woods Water Usage</td>
<td>WKWO350</td>
<td>1</td>
<td>384.86</td>
</tr>
<tr>
<td>WN0350 Water Usage</td>
<td>WN0350 Water Usage</td>
<td>WN0350</td>
<td>5</td>
<td>1,402.48</td>
</tr>
<tr>
<td>WNS Water Usage</td>
<td>WNS Water District Usage</td>
<td>WNS0350</td>
<td>3</td>
<td>2,182.88</td>
</tr>
<tr>
<td>WS Water Usage</td>
<td>WS0350 Water Usage</td>
<td>WS0350</td>
<td>3</td>
<td>2,432.86</td>
</tr>
</tbody>
</table>

Sub-Total: $1,379.75

Sub-Total: $1,500.00

Sub-Total: $200.00

Sub-Total: $1,397.89

Sub-Total: $475.00

Sub-Total: $2,185.28

Sub-Total: $145.00

Sub-Total: $2,099.04

Sub-Total: $2,099.04

Sub-Total: $538.87

Sub-Total: $3,714.71

Sub-Total: $1,240.00

Sub-Total: $384.86

Sub-Total: $1,402.48

Sub-Total: $2,182.88

Sub-Total: $2,432.86
<table>
<thead>
<tr>
<th>Account Description</th>
<th>Fee Description</th>
<th>Account#</th>
<th>Qty</th>
<th>Local Share</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amount paid to:</td>
<td>NYS Ag. &amp; Markets for spay/neuter program</td>
<td></td>
<td>193.00</td>
<td></td>
</tr>
<tr>
<td>Amount paid to:</td>
<td>NYS Environmental Conservation</td>
<td></td>
<td>749.71</td>
<td></td>
</tr>
<tr>
<td>Amount paid to:</td>
<td>State Health Dept. For Marriage Licenses</td>
<td></td>
<td>90.00</td>
<td></td>
</tr>
<tr>
<td>Total Local Shares Remitted:</td>
<td></td>
<td></td>
<td></td>
<td>$112,233.06</td>
</tr>
<tr>
<td>Total State, County &amp; Local Revenues:</td>
<td></td>
<td></td>
<td></td>
<td>$113,265.77</td>
</tr>
<tr>
<td>Total Non-Local Revenues:</td>
<td></td>
<td></td>
<td></td>
<td>$1,032.71</td>
</tr>
</tbody>
</table>

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. Deschene, 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.

[Signatures]

Supervisor  Date  Town Clerk  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 April 2019 in connection with my office, excepting only such Fees and Moneys the application and payment of which are otherwise provided for by law.

<table>
<thead>
<tr>
<th>DATE</th>
<th>PAID BY</th>
<th>NATURE OF PAYMENT</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>4/10</td>
<td>Euler, Judi</td>
<td>death certificate (5)</td>
<td>$50.00</td>
</tr>
<tr>
<td>4/11</td>
<td>Kerr, Elizabeth</td>
<td>death certificate (3)</td>
<td>$30.00</td>
</tr>
<tr>
<td>4/23</td>
<td>Myers F.N.</td>
<td>death certificate (3)</td>
<td>$30.00</td>
</tr>
<tr>
<td>4/23</td>
<td>Sonnidge F.N.</td>
<td>death certificate (3)</td>
<td>$30.00</td>
</tr>
<tr>
<td>4/30</td>
<td>Rilly, A.M. F.N.</td>
<td>death certificate (1)</td>
<td>$10.00</td>
</tr>
</tbody>
</table>

TOTAL $220.00

STATE OF NEW YORK

COUNTY OF Albany

TOWN OF New Scotland

Patricia Barber

I, being duly sworn, says I am the Supervisor of such Town; that the foregoing is a full and true statement of all Fees and Moneys received by me 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 May 2019.

RECEIPT OF SUPERVISOR

Total amount Fees Remitted to the Supervisor $220.00

RECEIVED PAYMENT

Dated 5-1-2019

Supervisor
April 04, 2019

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

Dear Members of the Town Board:

Per your request, the following is a summary of the cases that I handled for the month of March 2019:

   Started Cases – 67  
   Closed Cases - 60

Money collected - $6,970.00

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

Sincerely,

David J. Wukitsch
Town Justice
Town of New Scotland Senior Outreach Report to the Board

2019 has certainly started out with a bang. We were made aware of a few families that have been struggling to survive the winter weather and another family that has been dealing with the dilapidation of their home. Seventeen applications were completed and submitted for HEAP which is help with home heating costs.

Since January, I have been working with Albany County Rural Housing and Albany Community Action Partnership Weatherization Assistance in obtaining grants for a family whose home is in total upheaval. The foundation of their home is utterly crumbling away. I am happy to report that the grant funding has recently been approved and work will begin soon. Volunteer Day has assigned a number of individuals scheduled to begin removal of trees, brush and other debris so work can begin. Contact with both Senator Breslin’s and Amadore’s offices as well as County Executive Danny McCoy’s offices proved to be very interesting in the early stages of this matter.

May 4th and 5th are the dates for the Community Service Days. I have attended several meetings with this group and they are very adapt with the type of services to be provided to persons in need. We have several seniors who have requested help.

The Hyundai was used for 7 trips, all medical, for a total of 240 miles. Volunteer Time of 15.50 hours with a total of $10.00 donations for 9 seniors.

The Nissan was used for 36 trips, mostly medical, for a total of 1212 miles. Volunteer Time of 66.75 hours with a total donation of $130.00 for 50 seniors.

Bus #1 was used for 9 trips with 695 miles. Volunteer Time of 43.75 hours with a total donation of $469.00 for 88 seniors.

Bus #2 was used for 16 trips with 1234 miles. Volunteer Time of 88 hours with a total donation of $989.75 from 173 seniors.

| Trips   | 68  |
|--------------------------|
| Mileage | 3,381 |
| Volunteer Hours | 214 |
| Donations | $1,598.75 (does not include Access) |
| Senior Riders | 320 |
## Pay the Bills
### May 8, 2019

<table>
<thead>
<tr>
<th>Abstract #</th>
<th>Vouchers</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>20190535-20190607</td>
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<td>$74,671.78</td>
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### Prepays

<table>
<thead>
<tr>
<th>Abstract#</th>
<th>Vouchers</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>2143</td>
<td>20190502</td>
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<tr>
<td>2144</td>
<td>20190503</td>
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<tr>
<td>2145</td>
<td>20190504</td>
<td>$23.76</td>
</tr>
<tr>
<td>2146</td>
<td>20190505</td>
<td>$356.22</td>
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<tr>
<td>2147</td>
<td>20190506</td>
<td>$25.74</td>
</tr>
<tr>
<td>2148</td>
<td>20190507</td>
<td>$55.42</td>
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<td>2149</td>
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<tr>
<td>2155</td>
<td>20190514</td>
<td>$403.71</td>
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<tr>
<td>2156</td>
<td>20190515</td>
<td>$56.61</td>
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<td>2157</td>
<td>20190516</td>
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<td>20190518</td>
<td>$23.20</td>
</tr>
<tr>
<td>2160</td>
<td>20190519</td>
<td>$167.14</td>
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<tr>
<td>2161</td>
<td>20190520-20190524</td>
<td>$16,353.66</td>
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<tr>
<td>2162</td>
<td>20190525-20190528</td>
<td>$827.07</td>
</tr>
<tr>
<td>04/24/2019</td>
<td>20190529-20190531</td>
<td>$871.93</td>
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<tr>
<td>04/25/2019</td>
<td>20190532-20190534</td>
<td>$35,090.24</td>
</tr>
</tbody>
</table>
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:

<table>
<thead>
<tr>
<th>FROM</th>
<th>CODE</th>
<th>TO</th>
<th>CODE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contingency</td>
<td>B1990.4</td>
<td>Zoning/Contr.</td>
<td>B8010.4</td>
<td>$3.66</td>
</tr>
<tr>
<td>Atty Fees/contr.</td>
<td>DB1420.4</td>
<td>BAN/Interest</td>
<td>DB9730.7</td>
<td>$121.11</td>
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<tr>
<td>Service Charges</td>
<td>SKW2122</td>
<td>Sewer Equipment</td>
<td>SWK8197.2</td>
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</tr>
<tr>
<td>Metered Water Rents</td>
<td>WFW2140</td>
<td>Attorney fee/contr.</td>
<td>WF1420.4</td>
<td>$337.71</td>
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<tr>
<td>Atty fees/contr.</td>
<td>WH1420.4</td>
<td>Interfund Loan Int.</td>
<td>WH9795.7</td>
<td>$100.00</td>
</tr>
</tbody>
</table>

The Town Board hereby resolves, pursuant to authority in Town Law, section 112, to amend the Town’s 2019 budget as stated above.