

At a Regular Meeting of
the Town Board of the
Town of North Greenbush
held at 7:00 p.m. on June 8th,
2023, at the Town Offices

IN THE MATTER OF THE APPOINTMENT OF
A POLICE OFFICER

WHEREAS interviews were conducted for the hiring of a full time Police Officer to fill a vacant position using the Certification of Eligibles from Rensselaer County Civil Service Exam 66-470; and,

NOW THEREFORE BE IT RESOLVED, that at the recommendation of the Chief, Mr. Alexander Verardi is hereby appointed to the position of Full Time Police Officer, effective June 9th, 2023, and will attend the Zone 5 Regional Law Enforcement Training Academy starting on June 19th, 2023. Mr. Verardi presently resides in the approved geographic residency area.

Councilwoman Hoffman moved, Councilman Rogers seconded, and the Town Board voted as follows:

Councilwoman Merola	<u>AYE</u>
Councilman Rogers	<u>AYE</u>
Councilwoman Hoffman	<u>AYE</u>
Councilman Gordon	<u>AYE</u>
Supervisor Bott	<u>AYE</u>

Resolution 2023-06-40

At a Regular Meeting of
the Town Board of the
Town of North Greenbush
held at 7:00 p.m. on June 8th,
2023 at the Town Offices

IN THE MATTER OF THE APPOINTMENT OF
A POLICE DISPATCHER

WHEREAS interviews were conducted for the hiring of a part time Police Dispatcher to fill a vacant position; and,

NOW THEREFORE BE IT RESOLVED, that at the recommendation of the Chief, Ms. Danielle Koetzner is hereby appointed to the position of Part Time Police Dispatcher per budget.

Councilwoman Merola moved, Councilwoman Hoffman seconded, and the Town Board voted as follows:

Councilwoman Merola	<u>AYE</u>
Councilman Rogers	<u>AYE</u>
Councilwoman Hoffman	<u>AYE</u>
Councilman Gordon	<u>AYE</u>
Supervisor Bott	<u>AYE</u>

RESOLUTION 2023-06-41

At a Regular Meeting of
the Town Board of the
Town of North Greenbush
held at 7:00 p.m. on June 8th,
2023 at the Town Offices

IN THE MATTER OF THE APPOINTMENT OF
A POLICE DISPATCHER

WHEREAS, interviews were conducted for the hiring of a part time Police Dispatcher to fill a vacant position; and,

NOW THEREFORE BE IT RESOLVED, that at the recommendation of the Chief, Mr. Marc Bowman is hereby appointed to the position of Part Time Police Dispatcher per budget.

Councilman Gordon moved, **Supervisor Bott** seconded, and the Town Board voted as follows:

Councilwoman Merola	<u>AYE</u>
Councilman Rogers	<u>AYE</u>
Councilwoman Hoffman	<u>AYE</u>
Councilman Gordon	<u>AYE</u>
Supervisor Bott	<u>AYE</u>

RESOLUTION 2023-06-42

At a Regular Meeting of
the Town Board of the
Town of North Greenbush
held at 7:00 p.m. on June
8th, 2023 at the Town Offices

IN THE MATTER OF AN AGREEMENT WITH THE
TRI CITY VALLEYCATS AND NORTH GREENBUSH
POLICE BENEVOLENT ASSOCIATION

WHEREAS the Town Police Department and the Tri City ValleyCats have negotiated the terms of a security detail for the 2023 season with the Town to be paid a rate of \$42.00 per hour

And,

WHEREAS a Memorandum of Agreement was negotiated with the Town Police Department PBA for officers to be compensated for the detail at a rate of \$42.00 per hour,

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor is hereby authorized to approve the MOU with the PBA.

Councilman Rogers moved, Councilman Gordon seconded, and the Town Board voted as follows:

Councilman Gordon	<u>AYE</u>
Supervisor Bott	<u>AYE</u>
Councilwoman Hoffman	<u>AYE</u>
Councilman Rogers	<u>AYE</u>
Councilwoman Merola	<u>AYE</u>

RESOLUTION 2023-06-43

2023

TRI CITY VALLEYCATS POLICE SERVICES

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is between the Town of North Greenbush, hereinafter referred to as the "Town", and the North Greenbush Police Benevolent Association, hereinafter referred to as the "Union".

WHEREAS, the Town and the Union wish to enter into an agreement with regard to the terms and conditions of employment of Town employees with regard to the provision of the Tri City ValleyCats' security by employees in the Police Sergeant and Police Officer titles and, when necessary due to vacant shifts, by the Police Chief and Police Lieutenant;

WHEREAS, it is expressly understood by the Union and the Town that utilizing Town Police Officer employee titles, as identified above, to provide security for the Tri City ValleyCats will be done so in a manner to avoid the expenditure of regular and overtime personal service monies from the Police Department Budget, except during emergency situations;

NOW THEREFORE, in consideration of the mutual covenants herein, the Town and the Union agree as follows:

1. With regard to the provision of security being provided to the Tri City ValleyCats':
 - a. Tri City ValleyCats' security work will be provided by employees in the Town Police Sergeant, Town Police Officer, and when necessary, Town Police Chief and Town Police Lieutenant titles only.
 - b. Tri City ValleyCats' security work will be compensated at the flat rate of Forty-two dollars (\$42.00) per hour but will receive at a minimum two (2) hours of pay for said work. Security Detail Officers shall receive no other compensations.
 - c. Game cancellations will be communicated to the North Greenbush Police Department at 518-283-5323. Dispatch will then notify the officer who is scheduled. The officer will receive no pay for the detail. If Tri City ValleyCats does not make such notification and the officer arrives for the detail, a minimum of one (1) hour of detail rate will be paid. Cancellations that occur during mid-game will result in the officer receiving either the two (2) hour minimum of detail rate or their actual time worked at detail rate, whichever is greater.
 - d. Bidding of Tri City ValleyCats' security will be done at least Two (2) weeks in advance of the date to be worked.
 - e. Tri City ValleyCats' security work shall be bid out to off-duty police sergeants and off-duty police officers first, on the basis of seniority without regard to title. In the event that the work cannot be filled by off-duty sergeants or police officers, it may be filled by the Lieutenant or Chief of Police or by an on-duty police sergeant or police officer providing this does not affect the minimum staffing level as outlined in the current Union Contract. For clarity in this MOA there are no minimum staffing levels authorized for this security detail.

- f. Those working the Tri City ValleyCats' security will report to police headquarters in order to bring a marked patrol unit with them to the security detail. All departmental policies & procedures and dress codes will be followed while on the security detail.
 - g. Tri City ValleyCats may hold events other than regular and post-season baseball games. These events will be staffed and compensated the same as the baseball games with the exception that Tri City ValleyCats may request more than one officer for the event.
2. Pursuant to the Taylor Law, the Town reserves the right to bring this MOA to the Town Board for ratification and final approval, and the Union reserves the right to bring this MOA to its membership for ratification and final approval.
 3. This MOA shall set no precedent in any further or future matters between the Town and the Union and shall sunset at the end of the Tri City ValleyCats' 2023 season or post-season home games.
 4. Further and exclusively only to the Tri City ValleyCats' Security Detail contained herein, if the Tri City ValleyCats opt out of its agreement with the Town or fails to meet its obligations under that agreement, the Chief of Police, as directed by the Town Board, shall suspend scheduling for this Special Detail.
 5. An agreement with the Town and the Tri City ValleyCats' may renew annually; there is no guarantee of this arrangement or Special Detail opportunity.
 6. Either the Town or the Union may provide the other party with 30-day written notice of their intent to opt out of the agreement. Both parties agree to meet before any opt out is exercised.

TOWN OF NORTH GREENBUSH

NORTH GREENBUSH PBA

Date: _____

Date: _____

5/30/2023

special details / valley cats police services

At a Regular Meeting of
the Town Board of the
Town of North Greenbush
held at 7:00 p.m. on June
8th, 2023 at the Town Offices

IN THE MATTER OF APPROVING AN MOA
REGARDING HEALTH, MEDICAL, AND
DENTAL INSURANCES

WHEREAS a collective bargaining agreement exists between the Town of North Greenbush and the North Greenbush Police Benevolent Association, which is in effect between January 1st, 2022, and December 31st, 2025; and,

WHEREAS all parties negotiated the terms of Article XV as it relates to employee and employee contributions and came to an agreement on a modification to the language of the current contract; and

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached Memorandum of Agreement between the Town of North Greenbush and the North Greenbush Police Benevolent Association.

Supervisor Bott moved, **Councilwoman Hoffman** seconded, and the Town Board voted as follows:

Councilwoman Merola	<u>AYE</u>
Councilman Rogers	<u>AYE</u>
Councilwoman Hoffman	<u>AYE</u>
Councilman Gordon	<u>AYE</u>
Supervisor Bott	<u>AYE</u>

RESOLUTION 2023-06-44

2023

Vision and Dental Insurance Contributions

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is between the Town of North Greenbush, hereinafter referred to as the "Town" and the North Greenbush Police Benevolent Association, hereinafter referred to as the "Union".

WHEREAS, the Town and Union are parties to a Collective Bargaining Agreement (the "CBA") concerning the terms and conditions of employment of Town employees in the titles of full-time police sergeant, full-time and part-time police officer and full-time and part-time dispatchers; and

WHEREAS, said CBA will expire on December 31, 2025; This agreement amends Article XV, Sections A2, A3, E, and F (Health, Medical and Dental Insurance) and will either be negotiated in the successor or incorporated into it as written; and

WHEREAS, the Town and the Union wish to enter into an agreement with regard to the terms and conditions of the Town's and Employee's contributions for Vision and Dental Insurance coverage.

NOW THEREFORE, in consideration of the mutual covenants herein, the Town and Union agree as follows:

Dental Insurance

Active police members will have:

Individual coverage- Premium fully covered by Town

Family coverage- Premium shared by Town and Employee. Employee will pay for 50% of the difference between the Family rate and Individual rate. (Family Rate – Individual Rate / 2 = Employee contribution). Town will pay the remainder.

Police members who have retired prior to January 1st, 2017 will have:

Individual coverage- Premium fully covered by Town

Family coverage- Premium shared by Town and Employee. Employee will pay for 50% of the difference between the Family rate and Individual rate. (Family Rate – Individual Rate / 2 = Employee contribution). Town will pay the remainder.

Police members who have retired on January 1st, 2017 or after will have:

Individual coverage- Premium fully covered by Town

Family coverage- Premium shared by Town and Employee. Employee will pay for 50% of the difference between the Family rate and Individual rate. (Family Rate – Individual Rate / 2 = Employee contribution). Town will pay the remainder.

Vision Insurance

Active police members will have:

Individual coverage- Premium fully covered by the Town

Family coverage- Premium fully covered by the Town

Police members who have retired prior to January 1st, 2017 will have:

Individual coverage- Premium fully covered by the Town

Family coverage- Premium fully covered by the Town

Police members who have retired on January 1st, 2017 or after will have:

Individual coverage- Premium fully covered by the Town

Family coverage- Premium fully covered by the retiree

*If the retiree has a sick time balance pursuant to Article XIV, Sections F(2) and F(6) of the CBA, those funds shall be used to cover the retiree's portion of any contributions.

1. Pursuant to Taylor law, the Town reserves the right to bring this MOA to the Town Board for ratification and final approval, and the Union reserves the right to bring this MOA to its membership for ratification and final approval.
2. This Memorandum of Agreement constitutes the entire understanding between the Town and Union as to the provision of Vision and Dental Insurance contributions.

Town of North Greenbush

North Greenbush PBA

At a Regular Meeting of
the Town Board of the Town
of North Greenbush held at 7:00
p.m. on June 8, 2023, at the Town
Offices

IN THE MATTER OF ADOPTING A LOCAL LAW # 4 OF 2023,
THE NORTH GREENBUSH 4 WAY STOP INTERSECTION AT
LENOX AVENUE AND DODGE STREET

BE IT RESOLVED, the Town Board of the Town of North Greenbush hereby adopts “The North Greenbush 4 Way Stop Intersection Law” (copy attached) as Local Law # 4 for 2023, and it is

FURTHER RESOLVED, that the Town Clerk shall cause notice of the adoption of the Law to be properly posted, published, and filed with the Department of State.

Councilwoman Hoffman moved, Councilwoman Merola seconded, and the Town Board voted as follows:

Supervisor Bott	<u>AYE</u>
Councilman Rogers	<u>AYE</u>
Councilwoman Hoffman	<u>AYE</u>
Councilwoman Merola	<u>AYE</u>
Councilman Gordon	<u>AYE</u>

TOWN OF NORTH GREENBUSH
LOCAL LAW #4 OF 2023

**North Greenbush 4 Way Stop Intersection At Lenox Avenue and Dodge
Street**

- I. Sections 172-12 and 175-31 of the Code of the Town of North Greenbush are hereby amended as follows: The intersection of Lenox Avenue and Dodge Street in the Town of North Greenbush is hereby designated as a 4 way stop intersection and four signs shall be placed accordingly.

- II. This Local Law supersedes and repeals section 175-31 of the Code of the Town of North Greenbush to the extent of the changes made herein.

- III. This Local Law shall take effect immediately upon filing with the Secretary of State.

At the Regular Meeting of
the Town Board of the
Town of North Greenbush
held at 7:00 p.m. on
June 8,2023, at the Town Offices

IN THE MATTER OF THE PERSONNEL REVIEW
CONDUCTED BY THE BOARD

WHEREAS the Board reviewed the compensation of various positions of employment and the duties and responsibilities of those positions. For each position the Board compared current salaries and hourly rates to the duties and responsibilities of the position.

WHEREAS, the Board reviewed the proposed changes to the salaries and hourly rates of these positions to determine if the compensation would now be commensurate with the position.

BE IT RESOLVED, the Board determined the proposed changes to the salaries and hourly rates of the positions reviewed was acceptable. At the recommendation of the Supervisor, the Board approves the proposed changes to the salaries to be effective June 11, 2023.

Councilwoman Merola moved, **Supervisor Bott** seconded, and the Town Board voted as follows:

Councilwoman Hoffman	<u>AYE</u>
Councilwoman Merola	<u>AYE</u>
Councilman Rogers	<u>AYE</u>
Councilman Gordon	<u>AYE</u>
Supervisor Bott	<u>AYE</u>

RESOLUTION 2023-06-46

At a Meeting of the Town
Board of the Town of North
Greenbush, held at 7:00 PM
On June 8, 2023, at the Town Offices

**IN THE MATTER OF APPOINTING SUMMER STAFF
AND BEACH STAFF**

BE IT RESOLVED, the Town Board of the Town of North Greenbush does hereby appoint summer staff to the positions and payment per budget according to the attached list.

Councilman Gordon moved, **Supervisor Bott** seconded, and the Town Board voted as follows:

Supervisor Bott	<u>AYE</u>
Councilwoman Hoffman	<u>AYE</u>
Councilman Rogers	<u>AYE</u>
Councilman Gordon	<u>AYE</u>
Councilwoman Merola	<u>AYE</u>

RESOLUTION 2023-06-47

SUMMER STAFF

Name	Position	
Miner, McKenzie	Activities Director	PREVIOUSLY APPROVED BY BOARD
Benoit, Emily	Assistant Director	
Jaworski, Sophia	Assistant Director	
MacGregor, Olivia	Assistant Director	
Scheeran, Emma	Assistant Director	
Robert, Sean	Camp Director	PREVIOUSLY APPROVED BY BOARD
Aiossa, Elizabeth	Camp Staff	
Austin, Anna	Camp Staff	
Beams, Elizabeth	Camp Staff	
Bogucki, Kaitlin	Camp Staff	
Davies, Julia	Camp Staff	
DeCelle, Mia	Camp Staff	
Fitzpatrick, Abigail	Camp Staff	
Geise, Isaodora	Camp Staff	
Gorman, Andrew	Camp Staff	
Gumlaw, Gabriella	Camp Staff	
Jewell, Carynne	Camp Staff	
Jones, Brandon	Camp Staff	
Leahey, Peyton	Camp Staff	
Marte, Isabella	Camp Staff	
Meyer, Kori	Camp Staff	
Minich, Sophia	Camp Staff	
Morelli, David	Camp Staff	
Nardacci, Brett	Camp Staff	
Nardacci, Ethan	Camp Staff	
O'Brien, Raegan	Camp Staff	
O'Connor, Maxwell	Camp Staff	
Petitti, Vincent	Camp Staff	
Reo, Alivia	Camp Staff	
Rockwell, Alex	Camp Staff	
Simons, Kayla	Camp Staff	
Thompson, Cora	Camp Staff	
Trombley, Joseph	Camp Staff	
Wormuth, Michael	Camp Staff	
DeJulio, Matthew	Gatekeeper	
Gorman, Curtis	Gatekeeper	
Graber, Madeline	Gatekeeper	
Karam, Joseph	Gatekeeper	
Lanesey, Angela	Gatekeeper	
Lucier, Hailie	Gatekeeper	

Marlowe, Aiden	Gatekeeper
Mullin, Rosemary	Gatekeeper
Reiter, Daniel	Gatekeeper
Crosier, Maryssa	Gatekeeper/Scheduler
Adamo, Gabriella	Lifeguard
Adamo, Guiliana	Lifeguard
Bradley, Kayla	Lifeguard
Bullough, Honorah	Lifeguard
Hauser, Michael	Lifeguard
Malone, Machara	Lifeguard
Manny, Brian	Lifeguard
Manny, Kyle	Lifeguard
Marte, Maxwell	Lifeguard
Moak, Chayce	Lifeguard
O'Brien, Riley	Lifeguard
Zusy, Anna	Lifeguard
Adamo, Joseph	Lifeguard-Asst Waterfront
Brown, Emily	Lifeguard-Asst Waterfront
Martuscello, Dani	Medical Director
Palladino, Rachel	Medical Director
Moore, Paul	Waterfront Director

PREVIOUSLY APPROVED BY BOARD

At a Regular Meeting of
the Town Board of the Town
of North Greenbush held at 7:00
P.M. on June 8, 2023, at the Town
Offices

IN THE MATTER OF APPROVING THE
PURCHASE OF 4 AED

WHEREAS the Town Board of the Town of North Greenbush needs to replace 2 AED at town hall and purchase 2 additional for added locations within the town. Attached is a copy of said request with Quote

NOW THEREFORE BE IT RESOLVED, the Town Board does hereby approve the purchase of 4 AED from KMS Medical for \$7,472.00 for the following locations, Town Hall, Town Court, Town Beach, and Highway Garage

Councilperson Rogers moved, **Councilperson Merola** seconded, and the Town Board voted as follows:

Supervisor Bott	<u>AYE</u>
Councilwoman Hoffman	<u>AYE</u>
Councilman Rogers	<u>AYE</u>
Councilwoman Merola	<u>AYE</u>
Councilman Gordon	<u>AYE</u>

RESOLUTION 2023-06-48

REPLACE CURRENT AED AT TOWN HALL AND BEACH

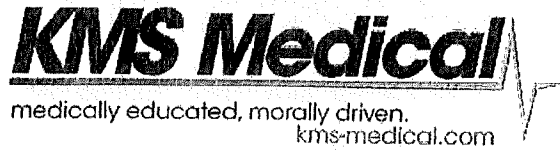
The two current AEDs are well past their life expectancy and should be replaced. In light of current events in relation to the news and the benefits of having this life-saving equipment available. I recommend the purchase of two additional AED's. One would be placed at the highway garage and the other placed outside of the court rooms. All town personnel should be trained in the use of the AED.

The following quotes is for the purchase of 4 new AEDs for the lowest price available:

1. \$7776.00 AEDBRANDS.COM
2. \$7956.00 AED.COM
3. \$7472.00 KMJ MEDIAL

KMS Medical Products, LLC

12 Nortons Race
Honeoye Falls, NY 14472 US
(585) 402-5291
kevin@kms-medical.com



Quote

ADDRESS	SHIP TO	SHIP VIA	FEDEX	QUOTE	2472
Town Of North Greenbush	Town Of North Greenbush			DATE	05/24/2023

SALES REP
Kevin Smith 585-402-5291

ACTIVITY	QTY	RATE	AMOUNT
Philips HeartStart FRx 861304- Includes: AED, Battery, FRx Pads X 1, User Manual, Philips 8 Year Warranty	4	2,099.00	8,396.00
Carry Case-FRx FRx Standard Carry Case- C01	4	147.00	588.00
FRx Infant/Child Key 989803139311	4	111.00	444.00
CPR/AED Rescue Kit- Red CPR/AED Rescue Kit-FRK-RD	4	18.00	72.00
AEDUS-CB2-S- AED Wall Cabinet with Alarm -Small (Square) AEDUS-CB2-S-AED Wall Cabinet with Alarm -Small (Square)	4	99.00	396.00
AED Wall Sign- 3D AED-3DWS- AED Wall Sign	4	0.00	0.00

SUBTOTAL	9,896.00
DISCOUNT 25%	-2,474.00
TAX	0.00
SHIPPING	50.00
<hr/>	
TOTAL	\$7,472.00

Accepted By

Accepted Date

THANK YOU FOR YOUR BUSINESS!

At a Meeting of
the Town Board of the Town
of North Greenbush held at 7:00
p.m. on June 8, 2023, at the Town
Offices

IN THE MATTER OF APPOINTMENT OF A
PART TIME COURT OFFICER

BE IT RESOLVED, the Town Board of the Town of North Greenbush does hereby appoint Jodi Loss to the position of Part Time Court Officer to be paid per budget.

Supervisor Bott moved, **Councilman Rogers** seconded, and the Town Board voted as follows:

Supervisor Bott	<u>AYE</u>
Councilman Rogers	<u>AYE</u>
Councilwoman Hoffman	<u>AYE</u>
Councilwoman Merola	<u>AYE</u>
Councilman Gordon	<u>AYE</u>

RESOLUTION 2023-06-49

At a Meeting of the Town
Board of the Town of North
Greenbush, held at 7:00 PM
on June 8, 2023, at the
Town Offices

**IN THE MATTER OF APPOINTING CHARLES DENUÉ,
LABORER, PER BUDGET**

BE IT RESOLVED, the Town Board of the Town of North Greenbush does hereby appoint Charles Denué, to the position of Laborer, payment per budget.

Councilperson Hoffman moved, **Supervisor Bott** seconded, and the Town Board voted as follows:

Supervisor Bott	<u>AYE</u>
Councilwoman Hoffman	<u>AYE</u>
Councilman Rogers	<u>AYE</u>
Councilwoman Merola	<u>AYE</u>
Councilman Gordon	<u>AYE</u>

RESOLUTION 2023-06-50

At a Regular Meeting of
the Town Board of the Town of
North Greenbush held at 7:00
p.m. on June 8, 2023, at the
Town Offices

IN THE MATTER OF EXPENDING HIGHWAY
MONIES PURSUANT TO SECTION 284 OF
HIGHWAY LAW

WHEREAS, pursuant to the provisions of Section 284 of the Highway Law, the North Greenbush Town Board agrees that monies levied and collected for the repair and improvement of highways, and monies received from the state for the repair and improvement of highways contained within the current adopted budget, including Consolidated Local Highway Improvement Assistance Program (CHIPs) monies, shall be expended for the general repairs of town highways, including sluices, culverts and bridges, or the renewal thereof; and,

NOW THEREFORE, BE IT RESOLVED, that the Town Board duly agrees that the Highway Superintendent shall complete the attached projects to the extent practicable and possible subject to the following:

1. The Highway Superintendent shall request at least three bids for all components of the projects, including materials and contractors;
2. Sealed bids will be solicited if required by law;
3. The lowest responsible bid will be accepted, and State and County Contracts (if permissible) shall be considered in seeking the lowest price;
4. All bids will be reviewed and approved by the Town Comptroller prior to awarding a bid;
5. All Contractor signed contracts, with accompanying Insurance and Indemnification Agreements (Exhibit #1), will be reviewed by the Town Supervisor and Town Attorney prior to signing by the Town Highway Superintendent; and
6. The Town Highway Superintendent or designee will review required safety and health procedures with town employees and the safety and health responsibilities of the contractor prior to the start of any work on the job site.

BE IT FURTHER RESOLVED, the Town Board and the Highway Superintendent shall execute a certified copy of this resolution in duplicate, and said certified copy, so signed, shall constitute written agreement between the parties.

Supervisor Bott moved, **Councilman Rogers** seconded, and the Town Board voted as follows:

Councilwoman Hoffman	<u>AYE</u>
Councilman Rogers	<u>AYE</u>
Councilwoman Merola	<u>AYE</u>
Councilman Gordon	<u>AYE</u>
Supervisor Bott	<u>AYE</u>

RESOLUTION 2023-06-51

TOWN OF NORTH GREENBUSH

Exhibit #1 - Insurance and Indemnification Agreement for Paving Projects

The Contractor named below shall purchase and maintain in full force and effect insurance policies with the limits of insurance provided in the contract documents or the following insurance coverage's, whichever is greater. The insurance should be from an insurer that has an A.M. Best Rating of "A" or better.

1. Commercial General Liability with limits not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$1,000,000 and \$2,000,000 products-completed operations aggregate. Such insurance shall cover liability arising from premises, operations, independent contractors, product-completed operations, personal and advertising injury and liability assumed under an insured contract. There shall be no endorsement or modification of the Commercial GL form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors.
2. Business Automobile Liability with a limit of not less than \$1,000,000 each accident, including owned, non-owned, leased and hired vehicles.
3. Statutory Workers Compensation and employers liability coverage for all employees, including corporate officers and sole proprietors.
4. Umbrella/Excess Liability with a limit of not less than \$1,000,000 per occurrence/aggregate (unless higher limits are required by the Owner).

The "Town of North Greenbush" is to be included as an additional insured on a primary, non-contributory basis (using CG 2010 11/85 or its equivalent) for item 1, including products-completed operations coverage for 3 years, and for items 2 and 4.

Contractor agrees to require any and all subcontractors hired to perform work on the project to obtain insurance coverage as provided above. All such insurance coverage shall name the "Town of North Greenbush" as an Additional Insured on a primary, Non-contributory basis on form CG 2010 11/85 or its equivalent.

All policies required by this paragraph shall include a waiver of subrogation in favor of the Town of North Greenbush.

All policies and certificates of insurance shall expressly provide that the Town of North Greenbush must receive 30 days written notice in the event of material alteration, cancellation or nonrenewal of coverage, including subcontractors' insurance.

Indemnification Agreement

INDEMNIFICATION AGREEMENT ("Agreement") dated as of the ____ day of _____, 20__, (the "Effective Date") by and between **the Town of North Greenbush** with a principal business address at 2 Douglas Street, Wynantskill, NY 12198 (the "Owner") and _____ with a principal business address at _____ (the "Contractor"), attached to and forming a part of the contract between Owner and the Contractor with respect to the project and/or site located at _____. In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Owner and Contractor agree as follows:

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless Owner and each of its officers, directors, shareholders, employees and agents from and against any and all claims, actions, damages, losses and expenses, including but not limited to attorneys' fees, for any actual or alleged injury to any person or persons, including death, or damage to or destruction of property arising out of any act or omission on the part of the Contractor, its employees, agents or subcontractors in connection with any work or services performed on behalf of the Owner.

In the event any provision of this Agreement is held to be unenforceable or voidable by a court of competent jurisdiction, the enforceability of the remaining provisions shall not be affected and, in lieu of such unenforceable or voidable provision, there shall be added automatically provisions as similar in terms as may be enforceable under applicable law. **IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the Effective Date.

Town of North Greenbush

Contractor

Town of North Greenbush

Contractor: _____

By: _____

By: _____

Title: _____

Title: _____

PLEASE NOTIFY YOUR INSURANCE COMPANY OF THE ABOVE.

ROAD REPAIR LIST 2023

PAVING ESTIMATE COST & MATERIALS

STREET	LENGTH	WIDTH	THICK	TONS	IN HOUSE COST
MERRY HILL ROAD	920	21	1.5	236	\$13,216.00
CAROL PLACE	940	20	1.5	230	\$12,880.00
CRESCENT TERRACE	1295	20	1.5	316	\$17,696.00
GARDNER ROAD	1350	21	1.5	346	\$19,376.00
ARBOR DRIVE	630	20	1.5	146	\$8,176.00
					\$71,344.00

STREET	LENGTH	WIDTH	THICK	TONS	IN HOUSE
ARIES VIEW	1135	28	1.5	388	\$21,728.00
TANSY COURT	1270	28	2	434	\$24,304.00
INDIAN PIPE DRIVE	750	28	2	256	\$14,336.00
INDIAN PIPE DRIVE	1350	28	2	462	\$25,872.00
KENT PLACE	1250	30	2.15	458	\$35,648.00
KENT PLACE	1850	30	2.25	678	\$37,968.00
					\$159,856.00

CONTRACT

\$34,920.00
\$39,060.00
\$23,040.00
\$41,580.00
\$41,220.00
\$61,020.00
\$240,840.00

Total in house estimate **\$231,200.00**

Total in house (merry hill, carol, crescent, gardner, arbor) plus Contract **\$312,184.00**

PAVER PATCH

STREET	LENGTH	WIDTH	THICK	TONS	COST
WILLOW LANE	450	14	2	77	\$428.27
BELLAMEAD STREET	1145	21	1.5	293	\$16,408.00
					\$16,836.27

PATCHING

- ORCHARD TERRACE
- EAST AVENUE
- WOODBURY HILL ROAD
- CRESTWOOD LANE
- PHEASANT LANE
- AAVALORD BLVD
- RENSHAW ROAD (whiteview)
- MARION AVENUE
- ARDEN LANE (whiteview)
- STREAMVIEW LANE
- BAKER AVENUE

At a Regular Meeting of
the Town Board of the
Town of North
Greenbush held at 7:00
p.m. on June 8, 2023 at
the Town Offices

**IN THE MATTER AN EMERGENCY PURCHASE
OF THE DUMP TRUCK FOR THE HIGHWAY
DEPARTMENT**

WHEREAS, the Town Highway Department is in immediate need of replacing the 1998 International Dump Paystar 5000, which is operable, however, due to the deteriorated condition, parts replacement and repair will exceed reasonable costs. The truck is used for snow removal, hauling materials such as asphalt and brush.

WHEREAS, in accordance with Town Procurement Policy, the Highway Superintendent and Comptroller recommend the purchase of 2023 Navistar HV 613, under the provision that authorizes emergency purchases, from H. L. Gage Sales, Inc. Albany, NY 12205 at an estimated cost of \$298,436 plus destination charges; and warranties as determined necessary.

NOW THEREFORE BE IT RESOLVED, the Town Board hereby authorizes the purchase of the 2023 Navistar HV 613 from H.L. Gage Sales, Inc. Albany, NY 12205 through the Town of North Greenbush Procurement Policy at an estimated cost of \$298,436 and authorizes the Comptroller to make necessary budget adjustments to the Highway Equipment Funds for this purchase.

Supervisor Bott moved **Councilman Rogers** seconded, and the Town Board voted as follows:

Councilwoman Hoffman	<u>AYE</u>
Councilman Gordon	<u>AYE</u>
Councilman Rogers	<u>AYE</u>
Councilwoman Merola	<u>AYE</u>
Supervisor Bott	<u>AYE</u>

RESOLUTION 2023-06-52