

“Resolution to Set Public Hearing”

**RESOLUTION OF THE TOWN BOARD FOR THE TOWN OF NORTH GREENBUSH IN THE
MATTER OF HOLDING A PUBLIC HEARING TO CONSIDER THE PETITION FOR THE
ESTABLISHMENT OF THE PROPOSED 716 BLOOMINGROVE DRIVE SEWER DISTRICT
EXTENSION OF THE NORTH GREENBUSH CONSOLIDATED SEWER DISTRICT**

At a meeting of the Town Board held at the Town Offices at 2 Douglas Street, Wynantskill, NY 12198, in the Town of North Greenbush, Rensselaer County, New York on **April 11, 2024**.

Present: Joe Bott, Supervisor
Kelly Hoffman, Councilwoman
Jessica Merola, Councilwoman
James Gordon, Councilman
Mary Frances Sabo, Councilwoman

In the matter of Petition of the owner(s) of more than one-half of the assessed valuation of all the taxable real property of the proposed 716 BLOOMINGROVE DRIVE SEWER DISTRICT EXTENSION of North Greenbush Consolidated Sewer District in the Town of North Greenbush, County of Rensselaer, State of New York, and according to the latest completed assessment roll of the said Town for the proposed 716 BLOOMINGROVE DRIVE SEWER DISTRICT EXTENSION of North Greenbush Consolidated Sewer District in the Town of North Greenbush.

WHEREAS, a written request signed and acknowledged by the sole property owners within the proposed 716 BLOOMINGROVE DRIVE SEWER DISTRICT EXTENSION of North Greenbush Consolidated Sewer District in the Town of North Greenbush, has been presented to and filed with the Town Board of the Town of North Greenbush praying that said district extension be established and which is more particularly bounded as described in Exhibit “A” – Legal Description and Map No. 1 – Boundary Map attached hereto to be 716 BLOOMINGROVE DRIVE SEWER DISTRICT EXTENSION of North Greenbush Consolidated Sewer District in the Town of North Greenbush and

WHEREAS, the improvement proposed in said Sewer district extension consists of the construction of a low pressure Sewer Main, manhole and appurtenances as required.

WHEREAS, the overall maximum amount proposed to be expended for the establishment of said Sewer district extension and the construction therein of said Sewer system, including the cost of land and rights in lands, is estimated to be approximately thirty-five thousand, two hundred fifty dollars (\$35,250.00) and

WHEREAS, the cost of the construction of the said proposed Sewer district shall be paid entirely by the developer, as stated in" Exhibit A" as Jacquie & Lori Enterprise, LLC.

WHEREAS, the maximum amount proposed to be expended for said extension by the Town of North Greenbush is ZERO DOLLARS (\$0.00) with the exception of the publication of a legal notice, and

WHEREAS, all expenses occasioned by the establishment and construction of the 716 BLOOMINGROVE DRIVE SEWER DISTRICT EXTENSION of North Greenbush Consolidated Sewer District in the Town of North Greenbush shall be paid by the petitioners.

WHEREAS, said petitioners further agree to pay their fair share of future costs for the 716 BLOOMINGROVE DRIVESEWER DISTRICT EXTENSION of North Greenbush Consolidated Sewer District in the Town of North Greenbush, which will include debt service, Sewer usage costs and the annual operation and maintenance charges paid to the Town of North Greenbush, and which are estimated to be \$260.00. There is currently no debt service.

NOW, on motion of **Supervisor Bott**, seconded by **Councilperson Hoffman**, all members present voting on roll call, which resulted as follows:

AYES:	4
NAYS:	0
ABSENT:	1- Councilperson Gordon

IT IS ORDERED that the Town Board of the Town of North Greenbush shall hold a public hearing to be held at the Town Offices located at 2 Douglas Street, Wynantskill, NY 12198, in the Town of North Greenbush on **May 9, 2024, at 6:45 p.m.**, to consider the said Petition and to hear all persons interested in the subject thereof concerning the same, and for such other action on the part of the Town Board with relation to said Petition as may be required by law, and it is

FURTHER ORDERED, that the Town Clerk give notice of such hearing by publishing, on or before **April 26, 2024**, in the Town's official newspaper, The Record, a certified copy of this Order and by posting a certified copy of this Order on the signboard of the Town of North Greenbush not less than ten or more than twenty days before such hearing.

RESOLUTION 2024-04-29

At a Regular Meeting of the
Town Board of The Town of North
Greenbush held at 7:00 pm on April
11, 2024, at the Town Offices

IN THE MATTER ADOPTING THE SEQRA DETERMINATION
FOR A LOCAL LAW #2 OF 2024, ENTITLED AMENDMENT TO
THE QUACKENDERRY COMMON PDD LAW

WHEREAS the Town Board duly noticed and conducted a public hearing on proposed Local Law #2 of 2024 on April 11, 2024, at the Town Offices, 2 Douglas Street, Wynantskill, NY; and,

WHEREAS, the Town Board has caused to be prepared an Environmental Assessment Form pursuant to the State Environmental Quality Review Act (SEQRA) and has determined that the Local Law #2 of 2024 will not result in any significant environmental impacts; and,

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby authorizes the preparation and filing of a Negative Declaration

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

Supervisor Bott	<u>AYE</u>
Councilperson Hoffman	<u>AYE</u>
Councilperson Merola	<u>AYE</u>
Councilperson Gordon	<u>ABSENT</u>
Councilperson Sabo	<u>AYE</u>

RESOLUTION 2024-04-30

At a Regular Meeting of
the Town Board of the Town
of North Greenbush held at 7:00
p.m. on April 11, 2024, at the
Town Offices

IN THE MATTER OF ADOPTING LOCAL LAW #2 of 2024, ENTITLED,
“AMENDMENT TO THE QUACKENDERRY COMMON PDD LAW

BE IT RESOLVED, the Town Board of the Town of North Greenbush hereby adopts 2024, the Local Law entitled, “Amendment to the Quackenderry Common PDD Law in the Town of North Greenbush” (**copy attached**) as Local Law # 2 for 2024, 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.

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

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

RESOLUTION 2024-04-31

Amendment to the Quackenderry Common PDD Law

Local Law # 2 of 2024

Section I.

Article XXVI of the Code of the Town of North Greenbush, which was enacted by Local Law Number 8 of 2007 and amended by Local Law 4 of 2012 and Local Law 1 of 2023, is further amended as hereafter set forth. This amendment shall only apply to the hotel portion of the PDD site designated as tax map Parcel 144-10-33.13

1. §197-125(B) refers to an "Exhibit C" which references a hotel project that was abandoned and never materialized. A new site plan has been filed referred to henceforth as "**Amended Exhibit C**" and this section of the local law is as such hereby amended to read:

"Hotel as set forth in the conceptual site plan which is on file with the North Greenbush Town Clerk and is hereby incorporated into this article as **Amended Exhibit "C"**.

2. "**Amended Exhibit C**" refers to a site plan submitted by Dyhaan Inc. (drafted by Advanced Engineering & Surveying, PLLC) to the town planning board on January 22, 2024.
3. Notwithstanding the above, the North Greenbush Planning Board shall have the authority to consider the following issues and requires appropriate action:
 - a. Evaluate the need to either widen the single entrance or provide a second point of access/egress for emergencies or road obstructions.
 - b. Will require more detailed traffic data to evaluate the impact on Van Allen Way and Washington Avenue Extension, which is a county road.
 - c. The number of rooms and parking spaces will work, but there will seem to be insufficient parking if use includes Banquet and /or Large Conference spaces.

Section II.

The Local Laws enumerated in Section I herein are hereby re-enacted and ratified. All exhibits referenced in said Laws are on file in the North Greenbush Town Office. The Local Law supersedes Chapter 197 of the Code of the Town of North Greenbush only to the extent inconsistent therewith.

Section III.

This Local Law shall take effect immediately upon filing with the NYS Department of State.

“Resolution for SEQRA Determination”

RESOLUTION OF THE TOWN BOARD FOR THE TOWN OF NORTH GREENBUSH IN MAKING A SEQRA DETERMINATION FOR THE ESTABLISHMENT OF PROPOSED NORTH ROAD/OAK CREEK WAY EXTENSION OF NORTH GREENBUSH CONSOLIDATED SEWER DISTRICT

At a meeting of the Town Board of the Town of North Greenbush, held at the Town Offices at 2 Douglas Street, Wynantskill, New York 12198 in the Town of North Greenbush, Rensselaer County, New York, on the **11th Day of April 2024.**

Present: Joe Bott, Supervisor
Kelly Hoffman, Councilwoman
Jessica Merola, Councilwoman
James R. Gordon, Councilman
Mary Frances Sabo, Councilwoman

In the matter of the establishment of the proposed North Greenbush/Oak Creek Way extension of North Greenbush Consolidated Sewer District in the Town of North Greenbush, County of Rensselaer, State of New York.

WHEREAS, a written **Petition** has been presented to and filed with the Town Board of the Town of North Greenbush praying that certain lands situate in the Town of North Greenbush, County of Rensselaer and more particularly bounded and described in **Exhibit “A” – Legal Description** attached to said Petition be established as the proposed North Greenbush/Oak Creek Way extension of North Greenbush Consolidated SEWER District and that certain SEWER system improvements be constructed within the boundaries of the proposed district, and

WHEREAS, a **Public Hearing** was held by the Town Board in the Town of North Greenbush on **11th day of April, 2024** to consider said Petition for the proposed North Road/Oak Creek Way extension of North Greenbush Consolidated SEWER District and to hear all persons interested in the subject thereof, and

WHEREAS, the Town Board, has acted as the **Lead Agency**, within the meaning of the **State Environmental Quality Review Act (SEQRA)** and the regulations promulgated thereunder with respect to the establishment, creation and operation of the proposed North Road/Oak Creek Way extension of

North Greenbush Consolidated Sewer District and the construction and operation of the Sewer system improvements, and

WHEREAS, the Town Building Inspector has prepared a Short Environmental Assessment Form for the establishment of the proposed North Road/Oak Creek Way extension of North Greenbush Consolidated SEWER District and the construction and operation of the SEWER system improvements within the boundaries of the said district, and

WHEREAS, the Town Building Inspector has found no adverse effects associated with the establishment, construction and operation of said the proposed North Road/Oak Creek Way extension of North Greenbush Consolidated Sewer District and has recommended that a Negative Declaration be issued with respect to said establishment, construction and operation; and

WHEREAS, the Short Environmental Assessment Form has been submitted to and analyzed by the Town Board and demonstrates that the establishment, construction and operation of said proposed North Road/Oak Creek Way extension of North Greenbush Consolidated SEWER District will not have a significant effect on the environment.

NOW, THEREFORE, on motion of **Councilperson** _____ seconded by **Councilperson** _____, all members present voting on roll call, which resulted as follows:

AYES:

NAYS:

ABSENT:

IT IS HEREBY RESOLVED by the Town Board of the Town of North Greenbush as follows:

1. The Town Board of the Town of North Greenbush hereby finds and determines that the establishment, construction and operation of the proposed North Road/Oak Creek Way extension of North Greenbush Consolidated SEWER District is an "Unlisted Action" within the meaning of SEQRA.
2. Upon reviewing the information recorded on the Short Environmental Assessment Form and other supporting information, and considering both the magnitude and importance of each impact, it is reasonably determined by the Town Board, as the Lead Agency, that the proposed North Road/Oak Creek Way extension of North Greenbush Consolidated SEWER District will not result in any large and important impacts, and therefore, is one which we will not have a significant impact on the environment and therefore a Negative Declaration will be prepared.

3. The Town Board of the Town of North Greenbush hereby further finds and determines that the identified environmental effects resulting from the establishment of the proposed North Road/Oak Creek Way extension of North Greenbush Consolidated SEWER District and the construction and operation of the SEWER system improvements within said District will not be significant and there are otherwise no significant environmental effects.
4. The Town Board of the Town of North Greenbush hereby approves the form and substance of the Negative Declaration in the form thereof submitted to and reviewed and analyzed by the members of this meeting and attached to this Resolution.
5. The Town Supervisor is hereby authorized and directed to sign the attached Short Environmental Assessment Form.
6. The Town Clerk is hereby authorized and directed to file and deliver a copy of the Negative Declaration and all other documents necessary or desired to effectuate the purposes of this Resolution.

RESOLUTION 2024-04-32

“Establishment of District Resolution”

RESOLUTION OF THE TOWN BOARD FOR THE TOWN OF NORTH GREENBUSH IN THE MATTER OF THE ESTABLISHMENT OF PROPOSED NORTH ROAD/OAK CREEK WAY EXTENSION OF THE NORTH GREENBUSH CONSOLIDATED SEWER DISTRICT

At a meeting of the Town Board of the Town of North Greenbush, held at the Town Offices at 2 Douglas Street, Wynantskill, NY 12198 in the Town of North Greenbush, Rensselaer County, New York, on the **11th day of April 2024**.

Present: Joe Bott, Supervisor
Kelly Hoffman, Councilwoman
Mary Frances Sabo, Councilwoman
Jessica Merola, Councilwoman
James R. Gordon, Councilman

WHEREAS, a written Petition with the necessary map, plan & report attached thereto according to law, dated **March 12, 2024**, signed by the sole property owner(s) within **the proposed North Road/Oak Creek Way Extension of the North Greenbush Consolidated SEWER District**, has been presented to and filed with the Town Board of the Town of North Greenbush requesting the construction of an extension of the municipal system within the boundaries of **the proposed North Road/Oak Creek Way Extension of the North Greenbush Consolidated SEWER District** as more particularly described in said Petition as **Exhibit “A” – Legal Description**, and

WHEREAS, the Town Board duly adopted on **March 14, 2024** a resolution reciting in general terms the filing of said Petition, the boundaries of **the proposed North Road/Oak Creek Way Extension of the North Greenbush Consolidated SEWER District**, the improvements proposed, and that the petitioners shall pay all the expenses involved in the construction of **the proposed North Road/Oak Creek Way Extension of the North Greenbush Consolidated SEWER District**, and specifying that the Town Board shall meet at the Town offices located at 2 Douglas Street, Wynantskill, NY 12198, in the Town of North Greenbush, Rensselaer, NY on the **11th day of April, 2024** and to hold a public hearing to consider said Petition and to hear all persons interested in the subject thereof, concerning the same, and

WHEREAS, a certified copy of said Resolution was duly published and posted according to law, and the Town Board did, at the time and place specified in said Resolution, duly meet and consider the matter of the establishment of the boundaries of **the proposed North Road/Oak Creek Way Extension of the North Greenbush Consolidated SEWER District** and the construction of an extension of the municipal system therein, and heard all persons interested in the subject thereof who appeared at such time and place, concerning the same, and

WHEREAS, the overall maximum amount to be expended for the establishment of said **proposed North Road/Oak Creek Way Extension of the North Greenbush Consolidated SEWER District** and the construction herein of said SEWER system, including the cost and rights in land, by the Town of North Greenbush is ZERO DOLLARS (\$0.00), and

WHEREAS, the improvements proposed in said **proposed North Road/Oak Creek Way Extension of the North Greenbush Consolidated Sewer District** consist of the construction of the extension of the municipal SEWER system with main and lateral lines with all of the equipment and apparatus required for such system, and

WHEREAS, the Town Board has given due deliberation to the public hearing and the testimony and allegations presented and has determined to grant the prayer of said Petition and

WHEREAS, the Petition and description aforesaid have been filed with the **Town Clerk** pursuant to Section 192 of the Town Law.

BE IT RESOLVED, by the Town Board of the Town of North Greenbush that it be hereby is FOUND AND DETERMINED that the said Petition dated **March 12, 2024**, for the establishment of the boundaries of **the proposed North Road/Oak Creek Way Extension of the North Greenbush Consolidated SEWER District** and the construction of the extension of the municipal SEWER system therein the Town of North Greenbush, Rensselaer County, New York is signed, approved and acknowledged, as required by law, and is otherwise sufficient and complies with the provisions of Section 191 of the Town Law of the State of New York, and such other sections of said Law as are applicable thereto; and that annexed hereto and entitled as **Exhibit "A"** – Legal Description of the boundaries of the proposed North Road/Oak Creek Way Extension of the North Greenbush Consolidated SEWER District as finally determined, and it is further

FOUND AND DETERMINED by the Town of North Greenbush that it is in the public interest to grant the whole relief sought by said Petition, and that all of the property, property owners and interested persons within said **the proposed North Road/Oak Creek Way Extension of the North Greenbush Consolidated SEWER District** are benefited thereby, and that no property owners or interested persons benefited thereby have been excluded therefrom, and it is further

RESOLVED, that **the proposed North Road/Oak Creek Way Extension of the North Greenbush Consolidated SEWER District** prayed for in said Petition be established in said Town of North Greenbush, as described in **Exhibit "A"** – Legal Description and annexed hereto, to be known as **the proposed North Road/Oak**

Creek Way Extension of the North Greenbush Consolidated SEWER District and to include all the property described therein, and it is further

RESOLVED, that the construction of the improvements in said **proposed North Road/Oak Creek Way Extension of the North Greenbush Consolidated SEWER District** shall be in accordance with the plans and specifications as prepared by Stephen T. Dean, PE.

RESOLVED, upon completion, **proposed North Road/Oak Creek Way Extension of the North Greenbush Consolidated SEWER District** facilities shall be operated and maintained by the Town of North Greenbush Utilities Department in the future with the exception of individual house SEWER laterals, the force main SEWER laterals and grinder pumps if any; said individual house SEWER laterals, force main laterals and grinder pumps shall be maintained by the property owners.

RESOLVED, that the extension prayed for in said Petition, to wit: **the proposed North Road/Oak Creek Way Extension of the North Greenbush Consolidated SEWER/WATER District**, is granted by the Town Board of the Town of North Greenbush, as described in said Petition, upon the condition that all costs associated with said extension be paid by the Petitioner 490 North Road, 506 North Road and 4 Oak Creek Way; that the Consultant Engineer, the New York State Department of Health and the Rensselaer County Department of Health approve the map and plan prior to the construction; that the Petitioner obtain any necessary easements and that such easements be granted to the Town of North Greenbush if required, and that upon completion of such construction, all sanitary SEWER lines and appurtenances be dedicated to the Town of North Greenbush if required, and it is further

RESOLVED, that the **Town Clerk** of the Town of North Greenbush is hereby authorized and directed to cause a certified copy of this Resolution to be duly recorded in the **Office of the Clerk of Rensselaer County** in which the Town of North Greenbush is located, within ten (10) days after the adoption of this Resolution, and it is further

RESOLVED, that within ten (10) days after the adoption of this Resolution, the **Town Clerk** be and she hereby is authorized and directed to file a certified copy of this Resolution, in duplicate, in the Office of the State Department of Audit and Control, at Albany, NY

NOW, THEREFORE, on motion of **Councilperson** _____, seconded by **Councilperson** _____, all members present voting on roll call which resulted as follows:

AYES

NAYS:

ABSENT:

RESOLUTION 2024-04-33

Exhibit "A"

Town of North Greenbush
Rensselaer County, New York

NORTH ROAD/OAK CREEK WAY EXTENSION OF THE
NORTH GREENBUSH CONSOLIDATED SEWER DISTRICT

Legal Description

March 2024

All that certain piece or parcel of land, lying and being in the Town of North Greenbush, County of Rensselaer, State of New York, more particularly bounded and described as follows:

Parcel ID#: 490 North Road, Tax ID 123.-5-4.2

506 North Road, Tax ID 123.-5-4.12

4 Oak Creek Way, Tax ID 123.-5-2.127

CERTIFICATION OF RESOLUTION

I, **JANICE KERWIN**, Town Clerk of the Town of North Greenbush, in the County of Rensselaer, New York, **HEREBY CERTIFY** that the foregoing annexed Resolution of the Town Board of said Town of North Greenbush adopted **April 11, 2024**, has been compared by me with the original **resolution** as officially recorded in my office in the Minute Book of said Town Board and is a true, complete and correct copy thereof and the whole of said Resolution.

IN WITNESS WHEREOF, I have unto set my hand and affixed the corporate seal of said Town of North Greenbush, this **11th** day of April 2024.

JANICE KERWIN

Town Clerk

At a Regular Meeting of
the Town Board of the
Town of North Greenbush
held at 7:00 p.m. on April
11th, 2024 at the Town Offices

**IN THE MATTER OF APPROVING A STOP DWI
AGREEMENT FOR FISCAL YEAR 2023-2024**

WHEREAS, the Rensselaer County STOP DWI Coordinator has proposed an FY 2023-2024 agreement to the Town of North Greenbush for local law enforcement purposes; and

WHEREAS, the Town Board desires to accept this Agreement; and

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached agreement between the Town and Rensselaer County.

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

Supervisor Bott	<u>AYE</u>
Councilwoman Hoffman	<u>ABSTAIN</u>
Councilwoman Sabo	<u>AYE</u>
Councilman Gordon	<u>ABSENT</u>
Councilwoman Merola	<u>AYE</u>

RESOLUTION 2024-04-34

STOP-DWI ENFORCEMENT AGREEMENT

This Agreement ("Agreement") is made by and between Rensselaer County, acting on behalf of its STOP DWI Department, located at 99 Troy Road, East Greenbush, New York 12061, hereinafter called the "County" and North Greenbush Police Department located at 133 Bloomingrove Drive, Troy, New York 12180, hereinafter called the "Participant". County and Participant are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WHEREAS, County wishes to establish and administer, and Participant wishes to participate in, a special countermeasure enforcement program for enforcing existing Driving While Intoxicated "DWI" laws and decreasing the number of alcohol related motor vehicle accidents; and

WHEREAS, the program will strive to increase public awareness of the dangers of impaired driving by maintaining a high visibility in the law enforcement area, increase enforcement to deter the motoring public from driving while impaired, and enforce alcohol laws as they relate to minors; and

NOW, THEREFORE, the Parties hereby agree as follows:

1. Participant, through its Police Department, will implement Special DWI patrols for traffic safety STOP-DWI measures within the municipal boundaries of Participant. The individuals chosen for the patrols must satisfy the following qualifications:
 - a. The officers must have completed basic training (Municipal Police Training Council School); and
 - b. The officers must have experience on road patrols, in particular apprehending and charging an impaired driver.
2. Participant, through its Police Chief, will designate a representative to file all activities/expense reports with the County within 15 days of each detail on forms that will be provided by the County.
3. The officers selected for the Special DWI patrols must be assigned by Participant to road patrols for vehicle and traffic violations and drunk driving offenses only. Emergency situations may be answered only to provide initial back-up. In no instance (other than outlined above) shall a Participant STOP-DWI funded officer be used to supplement manpower losses incurred by the Participant. If an officer is ordered to fulfill such a request, County may immediately discontinue program funding under this Agreement.
4. Participant may only use STOP-DWI Enforcement funding under this Agreement for DWI patrols and underage drinking enforcement for the term of this Agreement. If during the term of this Agreement Participant incurs total expenses less than the not-to-exceed amount in Section 5, then County is not required to pay the unused funding amount to Participant.
5. County will reimburse Participant for expenses actually incurred by Participant in providing services under this Agreement, but in no event is County required to reimburse Participant more than **\$3,000.00**. After receipt of all reports required under Section 3 and any other information and documentation reasonably requested by County, County will reimburse Participant in a lump sum payment prior to the termination of this Agreement, provided, however, that Participant expressly acknowledges and agrees that this Agreement is executory to the extent third party funding is relied upon by County for the payment of any goods, labor or services to be furnished by the Participant under the terms and provisions of this Agreement, and that in the event such funding shall not be received by the County, this Agreement may be terminated by County upon reasonable prior written notice to Participant and County shall not be responsible for any reimbursement to Participant.
6. The County may evaluate the Participant STOP-DWI Enforcement program on a continuing basis during the term of this Agreement. The evaluations may, at the discretion of the County STOP-DWI Director, assess,

among other things, the effectiveness of the program and the Participant agrees to make modifications to its program if requested by County.

7. Either Party may terminate this Agreement, provided that the Party terminating this Agreement gives thirty (30) days written notice of termination to the other Party, which shall be served upon the other Party by first class mail.

8. This agreement may be modified or amended only in writing and duly executed by both Parties. Any modification or amendment shall be attached to and become part of this Agreement. All notices concerning this Agreement shall be delivered in writing to the Parties.

9. In the event either Party to this agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be County of Rensselaer, New York.

10. Participant acknowledges and agrees that the services to be provided pursuant to the terms of this Agreement are provided as an independent contractor and not as an agent or as employees of the County Accordingly, Participant agrees to indemnify and hold harmless and defend County and its agents, officers and employees, from and against any and all claims or causes of action, including reasonable attorneys' fees and expenses incurred by County in connection with any such claims or causes of action, which may arise as a consequence of any act or omission on the part of Participant, its agents or employees which occurs during the performance of the services to be provided hereunder. Participant further agrees (a) to maintain during the term of this Agreement such Workers' Compensation and Disability Insurance coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to County and naming County as additional insured on a primary and non-contributory basis, and (b) to provide to County proof of all such insurance coverage at the time of the signature of this Agreement by Participant.

11. The term of this Agreement begins on **January 1, 2024** and ends on **December 31, 2024**.

12. **Non-Discrimination:** The Participant agrees that in carrying out its activities under the terms of the Agreement that it shall abide by the applicable provisions of the Human Rights Law of the State of New York, as set forth in Sections 290-301 of the Executive Law of the State of New York.

13. **Federal, State and Local Law and Regulations Compliance:** The Participant agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders.

14. **Disclosure:** The Participant certifies, to the best of its knowledge and belief, that:

A. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Participant, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant loan, or cooperative Agreement.

B. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this

transaction imposed by Section 1352, Title 31, and United States Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than \$10,000 and not more than \$100,000 for each such failure.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties.

At a Regular Meeting of
the Town Board of the
Town of North Greenbush
held at 7:00 p.m. on April
11th, 2024 at the Town Offices

IN THE MATTER OF APPROVING A STOP DWI HIGH VISIBILITY
ENGAGEMENT CAMPAIGN (HVEC) AGREEMENT

WHEREAS, This Agreement, made by and between Rensselaer County,
acting on behalf of its STOP DWI Department (County), and North
Greenbush Police Department (Participant).; and

WHEREAS, the Parties are interested in enforcing DWI laws to decrease the
number alcohol related motor vehicle accidents through special
countermeasure enforcement programs; and

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby
authorized to execute the attached agreement between the North Greenbush
Police Department and Rensselaer County.

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

Supervisor Bott	<u>AYE</u>
Councilwoman Hoffman	<u>ABSTAIN</u>
Councilwoman Sabo	<u>AYE</u>
Councilman Gordon	<u>ABSENT</u>
Councilwoman Merola	<u>AYE</u>

RESOLUTION 2024-04-35

STOP-DWI HIGH VISIBILITY ENGAGEMENT CAMPAIGN (HVEC) AGREEMENT

THIS AGREEMENT (“Agreement”) made by and between Rensselaer County, acting on behalf of its STOP DWI Department, located 99 Troy Road, East Greenbush, New York 12061, hereinafter called the “County”, and North Greenbush Police Department located at 133 Blooming Grove Drive, North Greenbush, New York 12180 hereinafter called the “Participant”. County and Participant are sometimes referred to in this Agreement individually as a “Party” and collectively as the “Parties”.

WHEREAS, the Parties are interested in enforcing DWI laws and in decreasing number of alcohol related motor vehicle accidents through special countermeasure enforcement programs; and

WHEREAS, this goal can be accomplished by increasing public awareness of the dangers of impaired driving by maintaining a high visibility in the law enforcement area, by increasing enforcement to deter the motoring public from driving while impaired, and by enforcing alcohol laws as they relate to minors; and

NOW, THEREFORE, the Parties hereby agree as follows:

1. Participant, through its Police Department, will implement Special DWI patrols for traffic safety STOPDWI measures within the municipal boundaries of Participant. The individuals chosen for the patrols must satisfy the following qualifications:

- a. The officers must have completed basic training (Municipal Police Training Council School); and
- b. The officers must have experience on road patrols, in particular apprehending and charging an impaired driver.

2. The Special DWI patrols will coincide with the NYS recognized DWI HVEC dates as follows:

Halloween 2023	10/27/23 – 11/01/23
Thanksgiving 2023	11/22/23 – 11/26/23
Holiday 2023 – 2024	12/13/23 – 01/01/24
Superbowl 2024	02/09/24 – 02/11/24
St Patrick’s Day 2024	03/15/24 – 03/17/24
420 Drug Day	04/19/24 – 04/21/24
Memorial Day 2024	05/24/24 – 05/27/24
June 100 Days of Summer	06/06/24 – 06/09/24
	06/13/24 – 06/16/24
	06/20/24 – 06/23/24
	06/27/24 – 06/30/24
July 4 2024	07/03/24 – 07/07/24
July 100 Day of Summer	07/11/24 – 07/14/24
	07/18/24 – 07/21/24
	07/25/24 – 07/28/24
August 100 Days of Summer	08/01/24 – 08/04/24,
	08/08/24 – 08/11/24
End of Summer 2024	08/14/24 – 09/02/24

3. Participant, through its Police Chief, will designate a representative to file all activities/expense reports with the County STOP-DWI Director within 15 days of each detail on forms that will be provided by the County.
4. The officers selected for the Special DWI patrols must be assigned by Participant to road patrols for vehicle and traffic violations and drunk driving offenses only. Emergency situations may be answered only to provide initial back-up. In no instance (other than outlined above) shall a Participant STOP-DWI funded officer be used to supplement manpower losses incurred by the Participant. If an officer is ordered to fulfill such a request, County may immediately discontinue program funding under this Agreement.
5. The Participant may only use STOP-DWI HVEC funding under this Agreement for the crackdown dates listed in Section 2. Should a positive balance exist at the termination of this Agreement those funds will be forfeited and expired.
6. County will reimburse Participant for expenses actually incurred by Participant in providing services under this Agreement, but in no event is County required to reimburse Participant more than \$1,500.00. After receipt of all reports required under Section 3 and any other information and documentation reasonably requested by County, County will reimburse Participant in a lump sum payment prior to the termination of this Agreement, provided, however, that Participant expressly acknowledges and agrees that this Agreement is executory to the extent third party funding is relied upon by County for the payment of any goods, labor or services to be furnished by the Participant under the terms and provisions of this Agreement, and that in the event such funding shall not be received by the County, this Agreement may be terminated by County upon reasonable prior written notice to Participant and County shall not be responsible for any reimbursement to Participant.
7. The County STOP-DWI Director may evaluate the Participant STOP-DWI Enforcement program on a continuing basis during the term of this Agreement. The evaluations may, at the discretion of the County STOP-DWI Director, assess, among other things, the effectiveness of the program and the Participant agrees to make modifications to its program if requested by County.
8. Either Party may terminate this Agreement, provided that the Party terminating this Agreement gives thirty (30) days written notice of termination to the other Party, which shall be served upon the other Party by first class mail.
9. This agreement may be modified or amended only in writing and duly executed by both Parties. Any modification or amendment shall be attached to and become part of this Agreement. All notices concerning this Agreement shall be delivered in writing to the Parties.
10. In the event either Party to this agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be County of Rensselaer, New York.
11. Participant acknowledges and agrees that the services to be provided pursuant to the terms of this Agreement are provided as an independent contractor and not as an agent or as employees of the County. Accordingly, Participant agrees to indemnify and hold harmless and defend County and its agents, officers and employees, from and against any and all claims or causes of action, including reasonable attorneys' fees and expenses incurred by County in connection with any such claims or causes of action, which may arise as a consequence of any act or omission on the part of Participant, its agents or employees which occurs during the performance of the services to be provided hereunder. Participant further agrees (a) to maintain during the term of this Agreement such Workers' Compensation and Disability Insurance coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to County and naming County as additional

insured on a primary and non-contributory basis, and (b) to provide to County proof of all such insurance coverage at the time of the signature of this Agreement by Participant.

12. The term of this Agreement begins on **October 1, 2023** and ends on **September 30, 2024**.

13. The Participant agrees that in carrying out its activities under the terms of the Agreement that it shall abide by the applicable provisions of the Human Rights Law of the State of New York, as set forth in Sections 290-301 of the Executive Law of the State of New York.

14. The Participant agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders.

15. The Participant certifies, to the best of its knowledge and belief, that:

A. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Participant, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant loan, or cooperative Agreement.

B. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than \$10,000 and not more than \$100,000 for each such failure.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties.

**At a Regular Meeting of
the Town Board of the Town of North
Greenbush held at 7:00 p.m. on April
11, 2024, 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.

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

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

RESOLUTION 2024-04-36

HIGHWAY DEPARTMENT

TOWN OF NORTH GREENBUSH

MICHAEL MARTINEZ

Highway SuperIntendent

ROAD PAVING PROJECTS 2024

STREET NAME	L X W feet	TONS	IN-HOUSE ESTIMATE	ESTIMATE CONTRACT
CRESCENT TERRACE	1300 X 20	289	\$16,241.80	
CRESCENT TERRACE EXT	280 X 20	137	\$7,699.40	
RIDGEWOOD DRIVE	965 X 30	354	\$19,894.80	\$35,046.00
WOODBURY HILL ROAD	1265 X 30	464	\$26,076.80	\$45,936.00
VALLEY VIEW BLVD	3460 X 30	1268	\$71,260.60	\$138,507.00
NICHOLAS AVENUE	565 X 16	111	\$6,238.20	
LOOMIS ROAD	550 X 18	121	\$6,880.20	
SHEPHERDS NEEDLE	525 X 30	193	\$10,846.60	\$18,335.00
INDIAN PIPE DRIVE	2545 X 30	933	\$52,434.60	\$92,367.00
TOTAL		3870	\$217,573.00	\$330,191.00

COMBINATION IN-HOUSE & CONTRACT

CRESCENT TERRACE	\$16,241.80	
CRESCENT TERRACE EXT	\$7,699.40	
RIDGEWOOD DRIVE	\$35,046.00	**
WOODBURY HILL ROAD	\$45,936.00	**
VALLEY VIEW BLVD	\$138,507.00	**
NICHOLAS AVENUE	\$6,238.20	
LOOMIS ROAD	\$6,880.20	
SHEPHERDS NEEDLE	\$18,335.00	**
INDIAN PIPE DRIVE	\$92,367.00	**
TOTAL		\$367,250.60

COST OPTION

CRESCENT TERRACE	\$16,241.80	
CRESCENT TERRACE EXT	\$7,699.40	
RIDGEWOOD DRIVE	\$35,046.00	**
WOODBURY HILL ROAD	\$45,936.00	**
VALLEY VIEW BLVD	\$138,507.00	**
NICHOLAS AVENUE	\$6,238.20	
LOOMIS ROAD	\$6,880.20	
SHEPHERDS NEEDLE	\$18,335.00	**
INDIAN PIPE paver patch 200 tons	\$11,240.00	
TOTAL		\$286,123.60

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.

At a Regular Meeting of
the Town Board of the
Town of North Greenbush
held at 7:00 p.m. on April
11, 2024 at the Town Offices

IN THE MATTER OF APPROVING AN MOA
REGARDING POLICE OFFICER SIGNING
BONUSES

WHEREAS, The Town of North Greenbush and North Greenbush Police Benevolent Association are parties to a collective bargaining agreement that will expire December 31st, 2025; and

WHEREAS, the Town has proposed a memorandum of agreement with the PBA to offer a signing bonus to certain police officer lateral transfer candidates in order to fill current vacancies; 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.

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

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

RESOLUTION 2024-04-37

At a Regular Meeting of
the Town Board of the
Town of North Greenbush
held at 7:00 p.m. on April
11th, 2024 at the Town Offices

IN THE MATTER OF THE APPOINTMENT
OF A FULL TIME LABORER

WHEREAS, interviews will be conducted for the hiring of a Full Time Laborer to fill a vacant position; and,

NOW THEREFORE BE IT RESOLVED, that at the recommendation of the Director of Town Services, the position of Full Time Laborer is to be filled per budget and the hiring process will begin immediately.

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

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

RESOLUTION 2024-04-38