

At a Regular Meeting of
the Town Board of the
Town of North Greenbush
held at 7:00 p.m. on May
9th, 2024 at the Town Offices

IN THE MATTER OF APPROVING AN MOA
REGARDING POLICE MANDATORY SHIFTS

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

WHEREAS the PBA requested a change to the current CBA to exclude police officers from being mandated to shifts on their scheduled days off outside of unusual circumstances; and

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

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

RESOLUTION 2024-05-39

At a Regular Meeting of
the Town Board of the
Town of North Greenbush
held at 7:00 p.m. on May
9th, 2024 at the Town Offices

IN THE MATTER OF APPROVING THE
PURCHASE OF A POLICE VEHICLE

WHEREAS The Town of North Greenbush purchases vehicles to be used as both marked and unmarked police units for the Police Department and these units need regular replacement to maintain a healthy fleet; and

WHEREAS it was determined that two marked patrol units and one unmarked administrative unit were in need of replacement, and

WHEREAS a request for proposals was sent to several dealerships and Central Chrysler Dodge Jeep Ram of Raynham provided a quote of \$40,899.92 for each 2024 Dodge Durango Pursuit Vehicle AWD (NYS Contract #PC68927). An estimated \$35,915.67 will be needed to purchase and install required equipment within each vehicle by BearCom and Intelligent Technology Solutions. The total cost for both marked units is \$153,631.17; and

WHEREAS Denooyer Chevrolet provided a quote of \$28,490.00 for a 2024 Chevrolet Trailblazer (Franklin County Contract #12-0908-1) to be used as an unmarked administrative unit, with a trade in value of \$10,500 for the 2017 Chevrolet Impala. The net cost of the vehicle is \$18,187.50. An additional \$5,000 will be needed to purchase and install required equipment within the vehicle by BearCom. The total cost of the unit is \$23,187.50.

NOW, THEREFORE, BE IT RESOLVED that the Town Board does hereby approve the purchase of two 2024 Dodge Durango Pursuit Vehicles from Chrysler Dodge Jeep Ram of Raynham pursuant to the NYS Contract pricing and the installation of required equipment at an estimated total cost of \$153,631. The Town Board does also hereby approve the purchase of one 2024 Chevrolet Trailblazer from Denooyer

Chevrolet pursuant to the Franklin County Contract pricing and the installation of required equipment at an estimated total cost of \$23,187.50.

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

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

RESOLUTION 2024-05-40

At a Regular Meeting of
the Town Board of the
Town of North Greenbush
held at 7:00 p.m. on May
9th, 2024 at the Town Offices

IN THE MATTER OF APPROVING THE
PURCHASE OF A RADAR/ SPEED TRAILER

WHEREAS The Town of North Greenbush purchased a Decatur brand radar trailer in 2010 which has been used to provide a positive impact on traffic safety through the town; and

WHEREAS, the current radar trailer has exceeded its life expectancy, has been accruing large maintenance costs, and uses now-outdated technology; and

WHEREAS quotes were obtained from several manufacturers and the lowest was from Traffic Logix for \$9,986 which was lower than other available options under NYS Contract prices; and

NOW, THEREFORE, BE IT RESOLVED that the Town Board does hereby approve the purchase of one Traffic Logix SafePace Cruiser LT for \$9,986.

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

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

RESOLUTION 2024-05-41

At a Regular Meeting of
the Town Board of the
Town of North Greenbush
held at 7:00 p.m. on May
9th, 2024 at the Town Offices

IN THE MATTER OF APPROVING THE
PURCHASE OF NEW HANDGUNS FOR POLICE

WHEREAS The Town of North Greenbush purchases department issued weapons for the Police Department and these resources need regular replacement to maintain safe operability; and

WHEREAS, the Town currently owns 25 Glock .45 ACP handguns, purchased in 2016, which are now beyond life expectancy and in need of replacement. It was determined to be most operationally effective and cost efficient to transition to 9mm models; and

WHEREAS AMCHAR Wholesale, Inc. has provided a quote for 25- Glock 9mm Gen 5 MOS handguns (NYS Contract #PC68729) in the amount of \$19,666.75 with a trade-in value of \$7,625 for the 25 current weapons. The total net cost of the weapons is \$12,041.75. An additional \$5,975 will be required to purchase new holsters and magazine pouches from Wicked Smart, LLC. The total net cost of the overall transition is \$18,016.75.

NOW, THEREFORE, BE IT RESOLVED that the Town Board does hereby approve the purchase of twenty-five Glock 9mm Gen 5 MOS handguns for \$19,666.75 from AMCHAR Wholesale, Inc. and an additional \$5,975 for accompanying equipment from Wicked Smart, LLC. Additionally, the Town Board does hereby approve the trade in or sale of the current Glock .45 ACP weapons.

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

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

RESOLUTION 2024-05-42

At a Regular Meeting of
the Town Board of the
Town of North Greenbush
Held at 7:00 pm on May
9, 2024 at the town offices

IN THE MATTER OF THE APPOINTING
GREGORY SPENCER, UTILITIES LABORER

NOW THEREFORE BE IT RESOLVED, that at the recommendation of the
Director of Town Services, Gregory Spencer is hereby appointed to the position of
Utilities Laborer, payment per budget.

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

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

RESOLUTION 2024-05-43

At a Regular Meeting of
the Town Board of the
Town of North Greenbush
held at 7:00 p.m. on May
9, 2024, at the Town Offices

IN THE MATTER OF AUTHORIZING THE SUPERVISOR TO
SIGN AN AGREEMENT WITH RENSSELAER COUNTY FOR
JOINT HAZARDOUS WASTE COLLECTION

WHEREAS Rensselaer County Resolution Number G/14/24 authorized an agreement with the Town of North Greenbush for Joint Household Hazardous Waste Collection events for town residents; and,

WHEREAS the Town is desirous of providing these important collection services to town residents; and,

NOW THEREFORE, BE IT RESOLVED, the Town Supervisor is authorized to execute the attached Agreement with Rensselaer County for up to 100 town users of the household waste disposal services and authorizes Town funds to pay for these collection services.

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>Absent</u>
Councilman Gordon	<u>AYE</u>
Supervisor Bott	<u>AYE</u>

RESOLUTION 2024-05-44

MEMORANDUM OF AGREEMENT

Regarding

Joint Household Hazardous Waste Collection Events

This Memorandum is made as of January 1, 2024 by and between THE CITY OF TROY, a municipal corporation with offices located at 433 River Street, Troy, NY 12180 (hereinafter referred to as "Troy" or "Partner Municipality"), THE TOWN OF BETHLEHEM, a municipal corporation with offices located at 445 Delaware Avenue, Delmar, NY 12054 (hereinafter referred to as "Bethlehem" or "Partner Municipality"), and RENSSELAER COUNTY, a municipal corporation with offices located at 99 Troy Road, East Greenbush, New York 12061 (hereinafter referred to as "Rensselaer County" or "Partner Municipality") (Troy, Bethlehem, and Rensselaer County shall be collectively referred to as "Parties")

WHEREAS, the Parties recognize a need to provide household hazardous waste ("HHW") collection for their residents, and that HHW collection events offer environmental and economic benefits by allowing residents to safely and properly dispose of materials which otherwise cannot be disposed of through conventional solid waste collection; and

WHEREAS, the Parties recognize that by sharing resources, transferring knowledge, and jointly procuring needed services, they can offer a joint annual program of HHW collection events that will provide expanded I-IHW collection opportunities for their residents; and

WHEREAS, Troy entered into a three year contract with MXI Environmental Services, LLC ("MXI") dated March 1, 2023 (the Contract), a reliable and experienced vendor of hazardous waste management services, including collection and processing of HHW, which Contract, as amended as set forth below being attached hereto as Appendix A with its Attachments A, B, C, and D; and

WHEREAS, On or about May 4, 2023, the Parties and MXI entered into an amendment of the Contract which allowed Bethlehem and the County of Rensselaer to be included in the Contract, extended the Household Hazardous Waste Events to Bethlehem and Rensselaer County, and made other changes to the Contract; and

WHEREAS, the New York State Department of Environmental Conservation (NYSDEC) provides grant funding of up to 50 percent of eligible program costs for municipally-run HI-IW collection programs in order to reduce HHW in the waste stream and to promote safe recycling or disposal of household hazardous materials; and

WHEREAS, Rensselaer County will provide a 25 percent offset for all Rensselaer County participants and will be responsible for vendor payments and coordinate reimbursement for events held in Rensselaer County (with the exception of events held in Troy).

NOW, THEREFORE, Troy, Bethlehem, and Rensselaer County agree as follows:

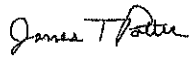
1. The Parties will jointly and collaboratively host a program of HHW collection events (the "Program"). The Program will consist of a series of events at locations in each municipality. At each event, a pre-determined number of residents from each municipality ("attendees") will be able to bring specified HHW materials for collection. A summary of the 2024 Program is included in Attachment D to the Troy-MXI contract.
2. MXI will provide the HHW collection and disposal services at the events and the Parties will use the contract Troy has in place with MXI, attached hereto as Appendix A. Bethlehem and Rensselaer County will enter into separate contracts with MXI using the "piggyback" provisions written into the RFP that resulted in the Troy-MXI contract.
3. The Parties agree to host three (3) events in Rensselaer County, one (1) in Bethlehem, and to partner on other events as identified in the Program. The Parties further agree that they may modify the Program, from time to time, as needs and abilities change.
4. Troy and Bethlehem will each be responsible for the vendor payments for their own events. Each Partner Municipality will be responsible for a percentage of final invoices based on its proportionate share of the actual number of event attendees. The Host Municipality shall keep track of the number of attendees who actually participate in an event and where each attendee is from. Troy will coordinate reimbursement for each event that it hosts. Bethlehem will coordinate reimbursement for each event that it hosts. Rensselaer County will coordinate reimbursement for all events held within Rensselaer County except for those held in Troy. Each Partner Municipality shall provide payment within a reasonable amount of time after being notified by the Host Municipality as to its proportionate share of event costs.
5. For items to be disposed of by the Host Municipality (and not the vendor), the Parties agree that any profits gained from disposal of these materials collected during the event are to be credited to the Host Municipality to be put toward the final invoice(s) for the event(s) it hosts.
6. The Parties agree that events are to be conducted in accordance with New York State and New York State Department of Environmental Conservation (NYSDEC) guidelines for grant funding reimbursement of HHW event costs (currently the NYSDEC HI--IW State Assistance program). Depending upon NYSDEC requirements and guidance, the remittance to NYSDEC for HHW grant reimbursement will be the joint responsibility of the Parties. Troy, Bethlehem, and Rensselaer County shall jointly submit a request to NYSDEC with Troy acting as lead agency. If grant money is received, the recipient shall promptly distribute it to the other Partner Municipalities in proportion to the number of event attendees from each municipality at the event for which the reimbursement was given.
7. MXI will accept Materials from attendees at each event as listed in the Materials List in Attachment B to the Troy-MXI contract. Materials specifically excluded and unable to be collected at any event are listed in Attachment A to the Troy-MXI contract.

8. The quantity of HHW material each attendee shall be permitted to bring to an event will be limited to 30 gallons OR 200 lbs. per registered attendee participant. The Host Municipality is responsible for making determinations on the day of the event relative to HHW quantity. If HHW material brought to an event is above the allowed quantity, the attendee will be treated as a business attendee. Business attendees must make an appointment with MXI for disposal outside of event hours. Business attendees will receive a separate invoice for their materials.
9. Participation in an event by an attendee requires advance registration. Attendees must preregister in order to attend an event and must identify their municipality of residency. Proof of residency in a form to be determined by and acceptable to each Partner Municipality must be provided in order to register. Registrants will be assigned a time slot and must show proof of registration on the day of the event in order to drop off HHW materials. The Parties may establish and use waiting lists in their discretion.
10. Attendee Registration will be managed jointly and a central registration system will be established and maintained by the Parties. Each municipality will provide one point of contact for Attendee Registration management purposes.
11. The Parties will be individually responsible for promoting events included in the Program and educating attendees regarding acceptable materials. Promotion and education activities should be consistent with vendor contract requirements. The Parties may jointly develop promotional materials. Each Host Municipality will be responsible for providing a suitable site for the event(s) it will host. The Host Municipality is responsible for preparing a Site Safety Plan. The Host Municipality should share the Site Safety Plan with its event partners in advance of each event. The site and Site Safety Plan should meet NYSDEC grant funding requirements. An example Site Safety Plan is included as Attachment C to the Troy-MXI contract.
12. The Host Municipality and the other Partner Municipalities will provide a base level of staffing, site preparation and breakdown, and logistical support in accordance with the Event Staffing and Site Support Schedule to be included as Appendix B, and as further may be required by the Site Safety Plan for each event. Staffing will be in accordance with each Partner Municipality's labor requirements.
13. This Memorandum of Agreement begins on the Effective Date and ends on **December 31, 2024.**
14. The Parties do hereby covenant and agree to defend, indemnify and hold each other harmless from and against any and all liability, loss, damages, claims or actions (including costs and attorney fees) for bodily injury and/or property damage, to the extent permissible by law, arising out of the indemnitor's negligence or other culpable conduct and/or arising out of or connected with the hazardous waste collected from the indemnitor's residents or the waste collected as a result of tickets issued by the indemnitor.

15. This agreement is contingent upon Bethlehem and Rensselaer County entering into a "piggyback" contract with MXI, providing Bethlehem and Rensselaer County with the same protections afforded to Troy in its contract with MXI, including but not limited to a provision requiring MXI to include Bethlehem and Rensselaer County as additional insureds on a primary and non-contributing basis on all insurance coverages provided to Troy
16. This Agreement is contingent upon MXI providing to Troy, Bethlehem, and Rensselaer County insurance coverage in the amounts required by the Troy-MXI contract, including without any limitation general liability coverage of not less than One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) general aggregate, Umbrella Excess liability coverage of no less than Five Million Dollars (\$5,000,000), Site Pollution insurance for any location where collection is occurring and the drop off location, and Non-Owned Disposal Coverage for where the waste is being disposed.

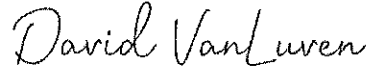
Record of Signing (1-2)

jpotter@townofbethlehem.org
James T Potter



Signed on 2024-03-28 20:11:36 GMT

Town of Bethlehem
David VanLuven
Town Supervisor



Signed on 2024-03-29 14:52:57 GMT

City of Troy
Dana Salazar
Corporation Counsel




Signed on 2024-04-02 19:36:57 GMT

City of Troy
Carmella R. Mantello
Mayor



Signed on 2024-04-02 19:55:05 GMT

Carl J. Kempf III
APPROVED AS TO FORM
Rensselaer County Attorney



Signed on 2024-04-08 21:45:47 GMT

Rensselaer County
Marc D'Amore
Senior Program Associate - Bureau of Bu...



Signed on 2024-04-29 20:59:14 GMT

Record of Signing (2-2)

Rensselaer County
Steven McLaughlin
County Executive

Steven McLaughlin

Signed on 2024-04-30 13:12:54 GMT

At a Meeting of the Town Board of the
Town of North Greenbush, held on May
9, 2024, at 7:00 P.M. at the Town Offices

**In the Matter of the Authorization of the execution of an
“Out of District Water User Agreement” for Business Development Holdings LLC, located
at California Avenue, Rensselaer, New York 12144, with the Town of North Greenbush
Consolidated Water District, formerly known as Water District 5A**

WHEREAS, that **Business Development Holding LLC**, is the owner of record of real property at **California Avenue, Rensselaer, New York 12144** in the Town of North Greenbush, New York; and

WHEREAS, that the property located at **California Avenue, Rensselaer, New York 12144** is not located within any water district; and

WHEREAS, there exists within the Town of North Greenbush a certain water district formerly known as Water District No. 5A; and

WHEREAS, that such property does not have adequate water supply from an existing well and a connection to municipal water can be achieved at a reasonable expense to the property owners and the cost of a new well with unknown water supply and quality may be excessive; and

WHEREAS, that the property owners desire to enter into an agreement with the Town of North Greenbush whereby they can be considered an “Out of District Water User” and be connected to The North Greenbush Consolidated Water District, formally known as Water District No. 5A; and

WHEREAS, the Town Board has considered the situation and desires to make suitable and potable water available to these Town residents; and

NOW THEREFORE, IT IS HEREBY RESOLVED BY THE TOWN BOARD OF THE TOWN OF NORTH GREENBUSH, RENSSELAER COUNTY, NEW YORK, that the Town Supervisor is hereby authorized to enter into an agreement with **Business Development Holding LLC**, located at **California Avenue, Rensselaer, New York 12144** for the provision of municipal water to them from formally known Water District No. 5A, which is now The Town of North Greenbush Consolidated Water District, upon terms and conditions as set forth in the attached “Out of District Water User Agreement”

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

Joseph Bott III, Supervisor	<u>AYE</u>
Kelly Hoffman, Councilwoman	<u>AYE</u>
Jessica Merola, Councilwoman	<u>Absent</u>
Jim Gordon, Councilman	<u>AYE</u>
Mary Frances Sabo, Councilwoman	<u>AYE</u>

RESOLUTION 2024-05-45

Town of North Greenbush, New York Out Of District Water User Agreement

This Agreement is entered into between Town of North Greenbush, a municipal corporation of the State of New York, hereinafter referred to as the "Town", and **Business Development Holding LLC**, hereinafter referred to as the "Customer".

RECITALS

1. The Town operates and maintains a domestic water supply within its boundaries which can serve the property of the Customer; and
2. Customer desires to install a water service lateral and appurtenances at its own cost to serve the Customer's property; and
3. The water service lateral and appurtenances shall be owned and operated by the Customer; and
4. The Customer has requested the Town to allow a water service lateral and appurtenances to be constructed in accordance with the terms of this Agreement and the Town's Code.

AGREEMENT

To carry out the purposes of this agreement and in consideration of the benefits to be received by each party it is agreed as follows:

1. Real Property Description. The "Property" for which domestic water supply is requested and to which this Agreement applies, is located in the Town of North Greenbush, and is legally described as follows:

Tax Map Parcel Number: 144.34-3-1

Street Address: Carolina Ave Rensselaer N.Y. 12144

By executing this Agreement, Customer represents and warrants that Customer is the owner of record of the above-described Property. If such representation of ownership is invalid, this Agreement shall be rescinded. Customer agrees that the Town may require Customer to furnish a title report for the Property at Customer's expense.

2. Customer Connection Fee. At the time the Customer executes and delivers this signed Agreement to the Town, the Customer shall pay all associated charges as set forth in this Agreement, including any amendments thereto. The Customer Connection Fee presently required is as follows:

- A. One time tapping fee of \$500.00 per connection
- B. One time water permit and inspection fee of \$100.00 per connection
- C. One time purchase of a water meter and appurtenances of \$525.00
- D. Total for connection and meter of \$1125.00

3. Customer Water District Operation Service Fee. At the time the Customer executes and delivers this signed Agreement to the Town, the Customer agrees to pay the Customer Water District Operation Service Fee per unit as set forth in this Agreement, including any amendments thereto. The Customer Water District Operation Service Fee required is as follows:

- A. Annual debt service fee for Water District No. 5A
- B. Annual operation and maintenance fee for Water District No. 5A
- C. Actual water usage charge per 1,000 gallons for Water District No. 5A

4. Payment of Fees. The Customer Connection Fee shall be paid to the Town, prior to the Town's execution of the Agreement, as the fee is for the Town's expenses in performing its obligations under this Agreement, including, but not limited to, all construction inspection, legal, billing and administrative expenses.

5. Debt Service Fees. The Customer Water District Operation Service Fee incurred by Customer under this Agreement shall be construed as charges against the Property. In the event of non-payment of the charges and fees by Customer, as stated herein, the charges and fees shall constitute a lien against the Property and the Town may foreclose said lien in the manner authorized by law. The portion of the Customer Water District Operation Service Fee related to the annual debt service fee shall be paid in full for the year in which this Agreement is executed and shall not be pro-rated. This first year annual debt service fee shall be paid at the time the Customer executes and delivers this signed Agreement to the Town. Subsequent annual debt service fees shall be billed annually with the Property's real property tax bill each January.

6. Easements. The Customer shall grant all Easements across the Property if necessary for the installation of the water main and water service lateral and appurtenances in a form acceptable to the Town. In the event an easement is required over property other than the Property described above, the Customer shall provide an easement, in a form acceptable to the Town, together with title report or other sufficient proof of ownership of such easement, to the Town prior to commencement of work. Customer shall obtain a written release from any property owner across whose property construction is performed pursuant to the grant of an easement, sufficient to indicate that the site restoration on the easement is satisfactory and complete.

7. Permits. The Customer shall be responsible for obtaining all necessary permits for the installation of the water service lateral and appurtenances. The Customer shall at all time be in compliance with the Town of North Greenbush Utilities Department's Water Code.

8. Hold Harmless. The Customer agrees to save and hold the Town its personnel and officials harmless from all costs, expenses, losses and damages, including costs of defense, incurred as a result of any acts or omissions of the Town's personnel relating to the performance of this Agreement. The Town shall not be liable for any claims, liabilities, demands or actions resulting from the failure of the water main and water service lateral and appurtenances installed unless such failure arises out of the negligent performance of this Agreement by the Town.

9. Benefits. This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons. The

duty of the Town to provide services under the provisions of this Agreement is a duty owed to the public generally, and by entering into this Agreement the Town does not incur a special duty to the Customer.

10. **Litigation.** In the event of litigation concerning the terms of or performance under this Agreement, the prevailing party, in addition to costs, shall be entitled to reasonable attorney's fees as determined by the court.

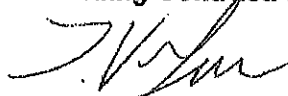
11. **Assignment.** This Agreement shall be binding upon the heirs, assigns, and successors in interest to the Customer.

12. **Governing Law.** The laws of the State of New York shall govern the interpretation and enforcement of this Agreement.

13. **Future Water District Establishment.** The Customer shall be advised that if the Town of North Greenbush legally establishes a future water district to serve the subject Property, then this Agreement shall become null and void and the Customer shall agree to pay the related charges for the future water district.

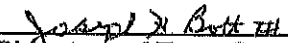
14. **Effective Term.** This agreement shall become effective upon the execution by both the Customer and the Town.

15. **Binding Contract.** I understand that executing this Agreement is a binding contract.



Signature of Property Owner Date: 4, 26, 24

Signature of Property Owner Date: 1 1



Signature of Town Supervisor: Date: 5 1 9 124

**RESOLUTION OF THE TOWN BOARD
IN THE MATTER OF HOLDING A PUBLIC HEARING TO
CONSIDER LOCAL LAW #3 of 2024**

At a meeting of the Town Board held at the Town Office at 2 Douglas Street, Wynantskill, New York 12198 in the Town of North Greenbush, Rensselaer County, New York on May 9, 2024.

Present:	Joseph Bott	Supervisor
	Kelly Hoffman	Councilwoman
	Jim Gordon	Councilman
	Mary Frances Sabo	Councilwoman
Absent:	Jessica Merola,	Councilwoman

WHEREAS the Town Board of the Town of North Greenbush is interested in adopting a Local Law to amend the Tech Valley Residential Community Planned Development District, and

WHEREAS it is necessary to hold a public hearing on this proposal.

Now therefore, on motion of **Councilperson Gordon** seconded, by **Councilperson Sabo** all members present voting on roll call, which resulted as follows:

AYES:	4
NAYS:	0
ABSENT:	1

IT IS ORDERED, that the Town Board of the Town of North Greenbush shall hold a public hearing to be held at the Town Office located at 2 Douglas Street, Wynantskill, New York 12198, in the Town of North Greenbush on **June 13, 2024 @ 6:50 P.M.**, consider a Local Law entitled "**Amendment No. 3 Tech Valley Residential Community Planned Development District**" 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 Local Law 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 **May 29, 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

**RESOLUTION OF THE TOWN BOARD
IN THE MATTER OF HOLDING A PUBLIC HEARING TO
CONSIDER LOCAL LAW #3 of 2024**

Town of North Greenbush and on the Town website not less than ten or more than twenty days before such hearing, and it is

FURTHER ORDERED, this proposal is hereby referred to the **Town Planning Board** for review and recommendation, and it is

FURTHER ORDERED, that this Local Law be referred to the Rensselaer County's Department of Economic Development and Planning in accordance with the New York State Article 12B of the General Municipal Law Section 239, and written notice thereof shall be sent to all entities entitled thereto pursuant to section 197-69 of the North Greenbush Town Code.

RESOLUTION 2024-05-46

"Amendment No. 3 Tech Valley Residential Community Planned Development District".

Local Law #3 of 2024

Section 1. Title

This Local Law shall be known as the "Amendment No. 3 Tech Valley Residential Community Planned Development District".

Section 2. Legislative Findings and Purpose

The North Greenbush Town Board hereby finds and determines that it is in the best interest of the residents of the Town of North Greenbush to Amend and Modify Local Law No. 7 of 2017 filed on January 11, 2018, by this Amendment No. 3 Tech Valley Residential Community Planned Development District of the Town of North Greenbush only as stated herein so as to specify on all future structures to be built in the subject PDD that the setbacks from the municipal right of way, as set forth on the attachment hereto, shall be at least 15 feet and not more than 30 feet from such right of way. All other provisions of Local Law No. 7 of 2017 continue in full force and effect.

The purpose of this local law is to have all future structures in the PDD located in a more favorable position so as to enhance structural stability, thereby protecting the public health and safety, as well as the environment, in the Town of North Greenbush.

Section 3. Enactment

The Town of North Greenbush hereby adopts the Amendment and Modification to the subject PDD as heretofore stated herein, and as set forth on the attachment to this Local Law. All other provisions of Local Law No. 7 of 2017 continue in full force and effect.

Section 4. State Environmental Quality Review Act compliance

This Town Board of the Town determines that the adoption of this Local Law constitutes a "Type II action" as said term is defined in the State Environmental Quality Review Act ("SEQRA"), and that no further action with respect to same is required under SEQRA.

Section 5. Severability

If any clause, sentence, paragraph, section, subdivision or other part of this Local Law or its applications shall be adjudged by a Court of competent

"Amendment No. 3 Tech Valley Residential Community Planned Development District".

Local Law #3 of 2024

jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or otherwise invalidate the remainder of this Local Law, which shall remain in full force and effect except as limited by such order or judgment.

Section 6. Effective Date

This Local Law shall take effect immediately upon filing in the Office of the New York State Secretary of State.

Resolution for SEQR Determination”

RESOLUTION OF THE TOWN BOARD FOR THE TOWN OF NORTH GREENBUSH IN MAKING A SEQRA DETERMINATION FOR THE ESTABLISHMENT OF PROPOSED 716 BLOOMINGROVE DRIVE SEWER DISTRICT 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 May 9, 2024

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

Absent: Jessica Merola, Councilwoman

In the matter of the establishment 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.

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 716 BLOOMINGROVE DRIVE SEWER DISTRICT 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 **9th day of May 2024** to consider said Petition for the proposed 716 BLOOMINGROVE DRIVE SEWER DISTRICT 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 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 716 BLOOMINGROVE DRIVE SEWER DISTRICT 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 716 BLOOMINGROVE DRIVE SEWER DISTRICT 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 716 BLOOMINGROVE DRIVE SEWER DISTRICT EXTENSION of North Greenbush Consolidated SEWER District will not have a significant effect on the environment.

NOW, THEREFORE, 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

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 716 BLOOMINGROVE DRIVE SEWER DISTRICT 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 716 BLOOMINGROVE DRIVE SEWER DISTRICT 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 716 BLOOMINGROVE DRIVE SEWER DISTRICT 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 2024-05-47

“Establishment of District Resolution”

RESOLUTION OF THE TOWN BOARD FOR THE TOWN OF NORTH GREENBUSH IN THE MATTER OF THE ESTABLISHMENT OF PROPOSED 716 BLOOMINGROVE DRIVE SEWER DISTRICT 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 9th day of **May 2024**.

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

Absent: Jessica Merola, Councilwoman

WHEREAS, a written Petition with the necessary map, plan & report attached thereto according to law, dated April 2024, signed by home owners, sole property owner(s) within **the proposed 716 BLOOMINGROVE DRIVE SEWER DISTRICT 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 716 BLOOMINGROVE DRIVE SEWER DISTRICT 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 **April 11, 2024**, resolution reciting in general terms the filing of said Petition, the boundaries of **the proposed 716 BLOOMINGROVE DRIVE SEWER DISTRICT 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 716 BLOOMINGROVE DRIVE SEWER DISTRICT 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 9th day of **May 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 716 BLOOMINGROVE DRIVE SEWER DISTRICT 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 716 BLOOMINGROVE DRIVE SEWER DISTRICT 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 **716 BLOOMINGROVE DRIVE SEWER DISTRICT EXTENSION of the North Greenbush Consolidated SEWER District** consist of the construction of the extension of the municipal SEWER system with a low pressure sewer and 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.

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

AYES: 4

NAYS: 0

Absent: 1

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 **April, 2024**, for the establishment of the boundaries of **the proposed 716 BLOOMINGROVE DRIVE SEWER DISTRICT 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 **716 BLOOMINGROVE DRIVE SEWER DISTRICT 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 716 BLOOMINGROVE DRIVE SEWER DISTRICT 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 716 BLOOMINGROVE DRIVE SEWER DISTRICT 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 716 BLOOMINGROVE DRIVE SEWER DISTRICT 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 716 BLOOMINGROVE DRIVE SEWER DISTRICT EXTENSION of the North Greenbush Consolidated SEWER District** shall be in accordance with the plans and specifications as prepared by Hart Engineering.

RESOLVED, upon completion, **proposed 716 BLOOMINGROVE DRIVE SEWER DISTRICT 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 and grinder pumps, the sewer laterals and grinder pumps shall be maintained by the property owners.

RESOLVED, that the extension prayed for in said Petition, to wit: **the proposed 716 BLOOMINGROVE DRIVE SEWER DISTRICT EXTENSION of the North Greenbush Consolidated SEWER 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 Petitioners; 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.

RESOLUTION 2024-05-48

At a Meeting of the Town Board of
the Town of North Greenbush held
at 7:00 p.m. on May 9, 2024, at the
Town Offices

IN THE MATTER OF APPOINTMENTS FOR THE
COMPREHENSIVE HOUSING COMMITTEE

WHEREAS The Town Board of the Town of North Greenbush wishes to appoint members to the Laberge Housing Comprehensive Committee. The Town Board has established the committee to identify, plan and implement housing plans within the Town of North Greenbush; and

BE IT RESOLVED that the Town Board appoints the following members to the Committee.

- Mark Lacivita
- Richard French
- Greg DeGuilio
- Mike Masone
- Carol Jenks

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

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

RESOLUTION 2024-05-49

At a Regular Meeting of
the Town Board of the
Town of North Greenbush
held at 7:00 p.m. on May 9th,
2024 at the Town Offices

IN THE MATTER OF THE EMERGENCY PURCHASE OF A
HAZARDOUS MATERIAL SURVEY

WHEREAS there had been a significant mold growth identified at the town hall, specifically in the gymnasium, board room, library bathrooms and hallway and professional mold remediation services removed the mold, however, there was asbestos identified in the board meeting room. To determine the extent of the hazardous material throughout the town hall, the Board approves the emergency purchase of the necessary goods and services required to assess this hazard to protect employees, residents and participants engaged in activities within the town hall according to applicable New York State regulations.

WHEREAS, in order to reduce hazard risks to the town employees, community and visitors to the town hall, it is necessary to solicit the professional services for the identification and assessment of the condition, location and quantity of the suspect-asbestos containing materials the hazardous material at an estimated total cost of \$11,500.00; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby authorizes the Director of Town Services to sign an agreement for these services with CHA. The Town Board authorizes the Town Comptroller to approve payments and make budget adjustments as necessary; and

BE IT FURTHER RESOLVED

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

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

RESOLUTION 2024-05-50

SCOPE OF SERVICES

HAZARDOUS MATERIAL SURVEY

A. Asbestos-Containing Material Survey

All work performed will comply with applicable federal and state regulations.

1. CHA will provide two New York State Department of Labor (NYS DOL) certified asbestos building inspectors, who will be responsible for the identification and assessment of the condition, location and quantity of suspect asbestos-containing materials relative to North Greenbush Town Hall located at 2 Douglas St, Wynantskill, NY
2. CHA will perform a survey of all accessible interior and exterior portions of the subject building including roof levels.
3. The inspectors will review any and all available as-built drawings for the subject building as well as any previously completed asbestos inspections.
4. The inspectors will record and collect bulk samples of identified suspect asbestos-containing material following the protocols referenced in 40 CFR Part 763.86 Subpart E (AHERA) and transmit the samples under proper chain of custody protocols, to a ELAP-licensed laboratory for analysis.

B. Lead-Based Paint Survey

1. CHA will perform a survey for lead-based paint (LBP) associated with the subject building. Representative paint chip samples of suspect LBP will be collected at random locations and analyzed by Flame Atomic Absorption (FAA) method. The survey will assess the presence of LBP throughout the building to facilitate the proper handling and management of painted materials during upcoming renovation work. Not all painted surfaces may be sampled during this survey and additional sample collection and/or lead-based paint inspection may be recommended based on the findings of this hazardous material survey.

C. Universal / Hazardous Waste Inventory

1. CHA will perform a visual inspection for fluorescent light tubes, PCB-containing light ballasts, mercury switches, large batteries, etc. within the subject building that may be impacted by the building renovations and demolition.

D. Hazardous Material Survey Report

1. CHA will prepare a Hazardous Materials Survey Report which will be completed within 10 working days of receipt of all sample results. Samples will be run on a standard five-day turnaround.

Assumptions

1. CHA will be provided copies of past hazardous materials surveys and abatement reports that have been completed for the subject building as well as all available record drawings and as-built plans, if available.
2. The LBP survey is intended to provide information on the presence of lead-containing paint and/or lead-based paint for the purposes of proper management during the building renovation. The LBP survey is not intended to provide a lead paint risk assessment or determination of risk or exposure for the subject building.
3. The estimated number of asbestos and lead-based paint samples collected will be as follows and will be run on a five day deliverables schedule.

Polarized Light Microscopy (PLM)	46
PLM - Non-Friable Organically Bound (NOB)	55
Transmission Electron Microscopy (TEM) NOB	50
Flame Atomic Absorption (FAA) lead	8

4. Areas not shown on mechanical and/or structural drawings, such as concealed pipe chases and tunnels, may exist and could contain suspect ACM.
5. CHA will apply temporary roof patches to all roof core locations however the Owner is responsible for applying permanent, warrantied patches.
6. Hazardous material abatement project design services (plans and technical specifications) are not included in this proposal but can be provided under a separate extra work authorization based on the findings of the hazardous material survey completed per this proposal.

II. SCHEDULE

The scope of work outlined above will commence within fifteen (15) working days of the receipt of executed contract documents or other written notice to proceed. The field work will be completed in two working days and all samples collected will be run on a five-day turnaround time. The Hazardous Materials Survey Report will be completed within ten working days of receipt of final sample results. Expedited services are available upon request for an additional fee.

III. FEE

Hazardous Material Survey

Fieldwork, Sample Collection, Report and ReviewSubtotal: \$ 7,194.00

Estimated Laboratory Samples and Reimbursable Expenses

46 PLM samples @ \$8.00	\$ 368.00
55 PLM NOB samples @ \$20.00.....	\$ 1,100.00
50 TEM NOB samples (to confirm negative PLM NOBs) @ \$35.00	\$ 1,750.00
8 Paint Chip (Pb) samples @ \$11.00	<u>\$ 88.00</u>
\	Laboratory Analysis Subtotal: \$3,306.00

Total Estimated Hazmat Study Cost: \$ 10,500.00	
PM	<u>\$1,000.00</u>
Total Cost	<u>\$11,500.00</u>

Note: Additional sample collection necessary to complete the survey will be performed at the unit rates shown above.