

At a Regular Meeting of  
the Town Board of the Town  
of North Greenbush held at 7:00  
p.m. on December 12, 2024, at the  
Town Offices

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IN THE MATTER OF APPROVING THE ATTORNEY  
RETAINER AGREEMENT

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*WHEREAS* the Town Board approves the retainer agreement with the legal firm, Roemer Wallens Gold & Mineaux, for the term, January 1, 2025-December 31, 2025.

*NOW THEREFORE BE IT RESOLVED*, the retainer fee is to be paid monthly, at the rate of \$2,450.00 per month.

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

- Councilwoman Hoffman \_\_\_\_\_
- Councilman Gordon \_\_\_\_\_
- Councilwoman Sabo \_\_\_\_\_
- Councilwoman Merola \_\_\_\_\_
- Supervisor Bott \_\_\_\_\_

**RESOLUTION 2024-12-101**

**Roemer Wallens  
Gold & Mineaux LLP**  
Counsellors at Law

September 24, 2024

**PERSONAL & CONFIDENTIAL**

Hon. Joseph H. Bott III, Town Supervisor  
Town of North Greenbush  
Town Hall  
2 Douglas Street  
Wynantskill, New York 12198

**Re: Renewal Retainer Agreement  
Term: January 1, 2025 – December 31, 2027**

Dear Supervisor Bott:

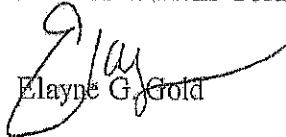
We enclose the proposed Renewal Retainer Agreement between the Town and Roemer Wallens Gold & Mineaux LLP for the above-referenced term. There is a slight increase in the hourly rates; note, however, that the 2025 monthly retainer amount remains the same as the current 2024 level (\$2,450.00/month).

We have enjoyed our longstanding working relationship with the Town and look forward to continuing our good work together.

Should you have any questions or concerns, please call upon me. Thank you.

Very truly yours,

Roemer Wallens Gold & Mineaux LLP

  
Elayne G. Gold

EGG:ejb  
Encs.

cc w/ enc. ~~Michael Chaires, Comptroller~~

## AGREEMENT

Made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the **TOWN OF NORTH GREENBUSH**, by and through its Town Board, with its offices located at 2 Douglas Street, Wynantskill, NY 12198-7561, hereinafter referred to as the "TOWN," and **ROEMER WALLENS GOLD & MINEAUX, LLP**, Labor Relations Attorneys and Consultants, with its principal place of business located at 13 Columbia Circle, Albany, New York 12203, hereinafter referred to as "ROEMER WALLENS GOLD & MINEAUX."

1. The TOWN hereby retains and employs **ROEMER WALLENS GOLD & MINEAUX** as its Labor Relations Attorneys and Consultants to provide to the TOWN the following professional services for the period of time hereinafter designated.

- (a) Comprehensive negotiating services, up to and including impasse procedures and interest arbitration, as exemplified in Exhibit "A" which is attached hereto and made a part hereof for each of the following collective bargaining units in which terms and conditions of employment for the TOWN and its employees are negotiated:
  - i) PBA Unit – Council 82
  - ii) CSEA Unit – Highway Unit
  - iii) UPSEU Unit – General Unit
  
- (b) Consultations and advice regarding the TOWN'S rights and liabilities in connection with:
  - i) Civil Service Law
  - ii) Taylor law
  - iii) Fair Labor Standards Act
  - iv) Public Officers Law
  - v) Freedom of Information Law
  - vi) Unemployment Insurance Law
  - vii) Workers' Compensation Law
  - viii) Human Rights/Discrimination
  - ix) Sexual Harassment Investigations
  - x) Disability Benefits
  - xi) Contract Administration and Enforcement
  - xii) Grievances Filed Against Employer
  - xiii) Employee Discipline Matters
  - xiv) Work Rules
  - xv) Layoff Procedures
  - xvi) General Municipal Law
  - xvii) Americans With Disabilities Act
  - xviii) Family and Medical Leave Act
  - xix) Omnibus Transportation Employee Testing Act of 1991 (CDL Drug Testing)
  - xx) Pregnancy Discrimination Act
  - xxi) Appointment of Non-Unionized Employees and related matters
  - xxii) Civil Rights as it relates to the Employment Relationship
  - xxiii) Such other laws, rules and regulations as may apply to the field of labor

3. The TOWN and ROEMER WALLENS GOLD & MINEAUX agree that those representatives of ROEMER WALLENS GOLD & MINEAUX who perform services pursuant to this Agreement shall be approved in advance by the TOWN.

- a) Two Thousand Four Hundred Fifty Dollars (\$2,450.00) per month from January 1, 2025 through December 31, 2025.
- b) Two Thousand Five Hundred Dollars (\$2,500.00) per month from January 1, 2026 through December 31, 2026.
- c) Two Thousand Five Hundred Fifty Dollars (\$2,550.00) per month from January 1, 2027 through December 31, 2027.

4. In accordance with our records retention policy, we will maintain all documents, papers and other items relating to our representation of you pursuant to this retainer agreement (the "Records") for a period of four (4) years from the date we cease providing you with legal services hereunder. If you desire to maintain the Records beyond that date, you will need to retain your own copies or request the Records in writing before the end of the four (4) year period. After that time, all of the Records will be destroyed.

5. Arbitration. In the event that a dispute arises between us relating to our fees, you may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.

6. The term of this Agreement shall be from January 1, 2025, through December 31, 2027. The TOWN may terminate this Agreement earlier than December 31, 2027, upon thirty (30) days' written notice from the TOWN to ROEMER WALLENS GOLD & MINEAUX.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

TOWN OF NORTH GREENBUSH

By:

\_\_\_\_\_  
Joseph H. Bott, III, Town Supervisor

ROEMER WALLENS GOLD & MINEAUX LLP

By:

  
\_\_\_\_\_  
Elayne G. Gold, Partner

## EXHIBIT "A" NEGOTIATION SERVICES

### A. Preparation for Negotiations

The need for thorough preparation prior to the commencement of actual bargaining is often overlooked. We believe that preparation is a key element in assuring a successful outcome to the negotiation process.

Preparation includes:

- Reviewing the existing contract and offering advice regarding suggested modifications
- Reviewing the existing work rules and practices
- Reviewing grievances filed and arbitration decisions
- Reviewing the demands presented by both Union and Management in the last negotiations
- Reviewing the history of other benefit changes over the past six years
- Reviewing the most recent settlements in similarly situated jurisdictions
- Meeting with first line supervisors to ascertain their needs - both changes to the existing contract, as well as the needed additions to the contract
- Meeting with senior officials to determine their needs and review the findings resulting from meetings with line supervisors

### B. Preparation of Demands

This phase of the process is flexible and is adapted to the needs of each jurisdiction. Generally, we recommend that Labor Counsel prepare suggested demands and that those demands be reviewed by you and modified to suit your needs.

### C. Selection of Negotiating Team

We recommend that a cross-section of management representatives be appointed to the negotiating team so that the entire negotiating process can be "felt" at all levels of management. Managers appreciate the process to a much greater degree if they know and trust those who were directly involved.

#### **D. Participation in Negotiations**

The negotiations are made much easier by careful planning and research as typified in "A", "B", and "C" above. We will participate fully in all phases of negotiations including renegotiation preparatory sessions, face-to-face meetings at the bargaining table, management caucuses, and, if necessary, the impasse process. We will maintain a detailed record of the negotiations for use in future proceedings.

#### **E. Communications**

Meetings with key management personnel will be scheduled throughout the negotiating process to inform them of progress in the negotiations and to recommend position modifications.

#### **F. Drafting the Contract**

All changes agreed upon in the negotiations process will be reduced to contract language which accurately reflects the agreement and is readily understood by Union and Management representatives, as well as those important persons not present at the bargaining table such as arbitrators.

#### **G. Ratification**

After a tentative agreement has been entered into, it must be presented to and approved by the appropriate Legislative body. We will appear before such body and make all necessary presentations to explain the proposed agreement.

#### **H. Conduct Management Information Sessions**

At the conclusion of negotiations it is extremely important that all changes be identified and explained to supervisors and managers. General information on reasons for the changes or failure to achieve desired changes must be explained so that managers are fully supportive of the new contract.

## **Job Posting for Town Attorney of the Town of North Greenbush**

The Town of North Greenbush is accepting letters of interest and resumes for the position of Town Attorney. The salary is established by the Town Board and based on qualifications and experience.

The Town Attorney is appointed by the Town Board (Board) and represents the Town, the Board and Town Departments with respect to certain legal affairs of the Town. This representation includes the Supervisor, Board, elected officials with respect to the prosecution and/or defense of all actions and proceedings brought against the Town. The Town Attorney responsibilities also include but are not limited to the following:

- Conducts legal research on behalf of the Supervisor, Board and Department heads, providing legal opinions to the Board.
- Drafts proposed legislation, local laws, ordinances, regulations, and policies for the Town and reviewing legislative proposals submitted by outside agencies, individuals, and special interest groups which may impact the Town.
- Examination and approval of title to all real property acquired by the Town and preparation of documents regarding the purchase and sale of Town property; conducting real property closings as necessary for the Town.
- Preparation and review of agreements, leases and easements affecting Town-owned property.
- Preparation and/or review of all contracts between Town departments and vendors. Initiate and defense of actions and proceedings on behalf of the Town.
- Prosecution of foreclosure proceedings brought against the Town.
- Review and approval of bids, specifications and purchasing procedures.
- Investigation of all claims against the Town and coordination of defense of claims with outside counsel retained as required.
- Defends Town against Tax Certiorari lawsuits.
- Prepares amendments to the Town Code.
- Advises with respect to Special Districts such as: Water District, Sewer District and Ambulance District.
- Reviews personnel matters and personnel contracts.
- Reviews bonding documents in collaboration with bond counsel.
- Reviews and advises the Board on intermunicipal agreements with various New York State and County entities.

**REQUIRED KNOWLEDGE, SKILLS, ABILITIES AND ATTRIBUTES:** Thorough knowledge of the law as it pertains to towns in the State of New York; Ability to read, write, speak, understand and communicate sufficiently to perform the essential tasks of the position; High degree of integrity; Good judgment, tact, courtesy, accuracy and dependability; Experience with Human Resources and Payroll processes.

**PREFERRED EDUCATION, TRAINING AND EXPERIENCE:** Admission to the Bar of the State of New York; Experienced applicants preferred; This is a "public officer" position, and the appointee must meet the requirements specified in NYS Public Officers Law.

Interested applicants should send a resume and/or letter of interest outlining background and qualifications with references as soon as possible to: Comptroller, Town of North Greenbush, 2 Douglas Street, Wynantskill, NY 12198 or via email at [mchaires@northgreenbush.org](mailto:mchaires@northgreenbush.org).

At a Regular Meeting of  
the Town Board of the Town  
of North Greenbush held at 7:00  
p.m. on December 12, 2024, at the  
Town Offices

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IN THE MATTER OF APPROVING A LEASE  
AGREEMENT WITH RENSSELAER COUNTY FOR  
RENTAL OF ROOMS IN THE TOWN HALL FOR 2025

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**BE IT RESOLVED**; the Town Board of the Town of North Greenbush does hereby authorize the Town Supervisor to execute the attached lease agreement with Rensselaer County for the rental of two rooms in Town Hall for 2025.

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

Supervisor Bott	_____
Councilwoman Hoffman	_____
Councilwoman Merola	_____
Councilman Gordon	_____
Councilwoman Sabo	_____

**RESOLUTION 2024-12-102**



## **LEASE AGREEMENT**

**THIS AGREEMENT** (“Agreement”) entered into as of this 12th day of December 2024, by and between the Town of North Greenbush, with its offices at 2 Douglas Street, Wynantskill, NY 12198 (“Landlord”) and County of Rensselaer, with an office at 99 Troy Road, East Greenbush, NY 12061 (“Tenant”). Landlord and Tenant may be hereinafter referred to as the “Parties”.

**WHEREAS** the parties have reached an agreement for the lease by landlord to Tenant of certain premises described in Section 1.1 of this Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties have agreed as follows:

### **ARTICLE I – LEASE**

1.1.1 Leased Premises – Subject to the terms and conditions herein set forth, Tenant hereby rents from Landlord and Landlord hereby leases and grants to Tenant two classrooms in a building commonly known as the Town Offices of the Town of North Greenbush, located at 2 Douglas Street, Wynantskill, New York, together with the undersigned right to use, in common with the Landlord and other tenants, parking spaces, toilets, hallways, recreation areas, meeting rooms, and other areas of a like or similar nature.

### **ARTICLE II – SERVICES TO BE PROVIDED BY LANDLORD**

2.1 Landlord at their sole cost and expense shall provide the following to the Leased Premises: structural maintenance of the Leased Premises; heat; air conditioning, if any; plumbing; water; maintenance of the Leased Premises; cleaning services as provided in Section 2.2 and such other cleaning, maintenance and custodial services normally performed for Landlord’s common areas.

### **ARTICLE III– LEASE TERM; PAYMENTS; RENEWAL**

3.1 Lease Term. The term of this lease shall commence on January 1, 2025 and shall terminate on December 31, 2025, the (“Lease Term”).

3.2 Rental Payments. In consideration of the covenants and obligations herein undertaken by Landlord, Tenant shall pay to Landlord rent in the sum of \$3,900.00 for two rooms in quarterly payments of \$975.00, a sum not to exceed \$3,900.00,

## **ARTICLE IV – USE OF LEASED PREMISES**

4.1 Tenant shall use and occupy the Leased Premises during the Lease Term and any Renewal Term for Public Safety Programs and public safety education purposes.

## **ARTICLE V – TENANT’S OBLIGATIONS**

5.1 Maintenance and Repairs. The tenant shall take good care of the Leased Premises. At the end or other expiration of the Lease Term or any Renewal Term, Tenant shall deliver up the Leased Premises in good order and condition, damages by the elements and reasonable wear and tear excepted. Tenant shall make no alteration or changes in the Leased Premises unless it has first received written consent from Landlord. Such consent shall not be unreasonably withheld. Notwithstanding anything contained herein, the parties agree that Tenant shall be under no obligation to make structural repairs to the Leased Premises or the Building or correct structural defects, and that all such repairs or corrections shall be performed by Landlord.

5.2 Compliance with Laws. Tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and local governments and of any and all their departments and bureaus applicable to the Leased Premises, for the correction, prevention, and abatement or nuisances or other grievances in, upon, or connected with the Leased Premises during the Lease Term and any Renewal Term; and shall also promptly comply with and execute all applicable rules, orders and regulations of the New York Board of Fire Underwriters, or any other similar body.

5.3 Assignment/Subletting. Tenant, its successors, representatives, heirs, executors or administrators shall not assign this AGREEMENT, or underlet or underlease the Leased Premises or any part hereof, or make any alterations on the Lease Premises, without Landlord’s prior written consent; or occupy, or permit or suffer the same to be occupied for any business or purpose deemed disreputable or extra-hazardous on account of fire, under the penalty of damages and forfeiture, and in the event of a breach thereof, the Lease Term shall immediately cease and terminate at the option of the Landlord as if it were the expiration of the original Lease Term.

5.4 Tenant’s Default. If the Leased Premises, or any part thereof shall be abandoned during the Lease Term, or if any default be made in the payment of any Rental Payment or any part thereof, or any default be made in the performance of any of Tenant’s covenants herein contained, Landlord or Landlord’s representatives may re-enter the Leased Premises by summary proceedings and remove all persons therefrom, without being liable to prosecution therefor. Landlord may rent the Leased Premises on behalf of Tenant, reserving the right to rent the Leased Premises for a longer period of time than fixed in the original lease with releasing Tenant from any liability, applying any moneys collected to the payment of the Annual Rent and all other charges due and to grow due to Landlord, any surplus to be paid to tenant.

5.5 Signs. Tenant shall neither place, or cause to be allowed to be placed, any sign or signs of any kind whatsoever at, in or about the entrance to the Leased Premises or any other part of the same, except in or at such place or places as may be indicated by manner to execute this Lease. Each party has had the opportunity to employ legal counsel and seek advice from such counsel with respect to the Lease, its obligations, terms, and implications, and has sought and received such counsel and advice. Neither this Lease, nor any term or provision of this Lease shall be construed against either Landlord or Tenant, or their respective counsel.

IN WITNESS WHEREOF, Landlord and Tenant have caused the AGREEMENT to be executed as of the day and year first above written.

**LANDLORD**

**TENANT**

**TOWN OF NORTH GREENBUSH**

**RENSSELAER COUNTY BUREAU OF  
PUBLIC SAFETY**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

At a regular Meeting of  
the Town Board of the  
Town of North Greenbush  
held at 7:00 PM on December  
12, 2024, at the Town Offices

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IN THE MATTER OF REFERRING A PLANNED  
DEVELOPMENT DISTRICT AMENDMENT  
REQUEST TO THE PLANNING BOARD FOR  
LOCAL LAW # 1 OF 2020

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**BE IT RESOLVED** the Town Board of North Greenbush has received a request from Bartlett, Pontiff, Stewart & Rhodes, P.C. for an amendment to the Local Law No.1 of 2020 for 50 North Greenbush Road Planned Development District and refers by request to the Planning Board for a report and recommendation

**Councilperson** \_\_\_\_\_ moved, **Councilperson** seconded, and the Town Board voted as follows:

Supervisor Bott	_____
Councilwoman Hoffmann	_____
Councilwoman Sabo	_____
Councilwoman Merola	_____
Councilman Gordon	_____

**RESOLUTION 2024-12-103**

At a Regular Meeting of  
the Town Board of the  
Town of North Greenbush  
held at 7:00 p.m. on December  
12<sup>th</sup>, 2024 at the Town Offices

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IN THE MATTER OF THE APPOINTMENT OF  
A POLICE CAPTAIN

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WHEREAS, interviews were conducted for the hiring of a full-time Police Captain to fill a vacant position; and,

NOW THEREFORE BE IT RESOLVED, that at the recommendation of the Chief, Mr. Raymond White is hereby appointed to the position of part-time Police Captain effective December 13<sup>th</sup>, 2024, at a rate of \$45.67 per hour, and full-time Police Captain effective January 5<sup>th</sup>, 2024, at a salary of \$95,000 per year.

Councilman \_\_\_\_\_ moved, Councilman  
seconded and the Town Board voted as follows:

Councilwoman Sabo	_____
Councilman Gordon	_____
Councilwoman Hoffman	_____
Supervisor Bott	_____
Councilwoman Merola	_____

**RESOLUTION 2024-12-104**

At a Regular Meeting of  
the Town Board of the  
Town of North Greenbush  
held at 7:00 p.m. on December  
12<sup>th</sup>, 2024 at the Town Offices

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IN THE MATTER OF THE SALE OF CERTAIN  
TOWN PROPERTY

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WHEREAS, the Town Police Department, Town Hall, and Town Highway  
Department have certain surplus Town Property, and,

WHEREAS, the Town Board deems it necessary to sell this property,

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby authorizes  
the Police Department to sell the surplus items listed on the attached pages:

Councilman \_\_\_\_\_ moved, Councilman  
seconded and the Town Board voted as follows:

Councilwoman Sabo \_\_\_\_\_

Councilwoman Merola \_\_\_\_\_

Councilwoman Hoffman \_\_\_\_\_

Councilman Gordon \_\_\_\_\_

Supervisor Bott \_\_\_\_\_

**RESOLUTION 2024-12-105**

**Resolution 2024-12-105 List**

Surplus Assets

November 27, 2024

**Auction 1 (Police Dept Assets)**

**LOT 1** – Dewalt Sawzaw w/ 18v battery, Dewalt Corded Drill with hard case, 7 ¼” Chicago Circular Saw (corded)

**LOT 2** – Dewalt Sawzaw (no battery), Dewalt Impact Drill w/battery, Dewalt Hand Planer (corded), Stanley Tool kit w/ hard case

**LOT 3** – (2) two Makita XWT12 Impact Drill (no battery), 6 1/2” Makita Circular Saw, Husky Ratchet Set w/ hard case

**LOT 4** – G-Air Blower Fan Model VP-25 115v, Bostitch F21PL 21” Plastic Collated Framing Nailer, (2) two Ryobi Sawzaw w/ (1) one 18v battery

**LOT 5** – 7 ¼” Craftsman Circular Saw (corded) w/ hard case, Black & Decker Corded Drill, Black & Decker Hedge Trimmer (no battery)

**LOT 6** – Craftsman Drill and Flashlight w/ (2) two 19.2v batteries and (1) one Charging Bank w/ hard case, Dewalt Jigsaw (no battery) w/ hard case, Husky Ratchet Set w/ hard case, Milwaukee whole bit set w/ hard case

**LOT 7** – ACDelco Tool & Socket set w/ hard case, Dewalt Deep Pro Organizer w/ various Electrical Supplies, Toolbox containing Misc. Hand Tools.

**LOT 8** – Code 3 Lightbar, Signal Master Yellow Stick

**LOT 9** – Whelan Lightbar, Signal Master Yellow Stick

**LOT 10** – Code 3 Lightbar, Signal Master Yellow Stick

**LOT 11** – Code 3 Lightbar, Signal Master Yellow Stick

**LOT 12** – (2) two Vehicle Interior Weapon Mounts, (2) two Vehicle Armrest/Printer Mount (printer not included)

**LOT 13** – Setina Push Bumper w/ Whelan Lights

**LOT 14** – File Holder

**LOT 15** – (2) two 4ft Bookshelves

**LOT 16** – Milwaukee M18 Electric Push Mower w/ (2) Red Lithium High Output HD 12.0 batteries, Stihl FS 45 Weed Eater

**LOT 17** – Milwaukee M18 Electric Push Mower w/ (2) Red Lithium High Output HD 12.0 batteries

**LOT 18** – Chaos Freestyle Bicycle

**LOT 19** – Schwinn Bicycle

**Resolution 2024-12-105 List**

- LOT 20** – Ancheer Bicycle
- LOT 21** – Schwinn Ranger Bicycle
- LOT 22** – Granite Peak Roadmaster Bicycle
- LOT 23** – Mtn Trailz eZip Bicycle (no seat, no battery)
- LOT 24** – Pacific 8500 24 speed Bicycle
- LOT 25** – West Coast Chopper Bicycle
- LOT 26** – Harper Critical Bicycle
- LOT 27** – Next bicycle
- LOT 28** – Setina Prisoner Partition/Cage fits 2011-2015 Ford Explorer
- LOT 29** – (1) one Goodyear Wrangler P245/70/R17 Tire (new)
- LOT 30** – (1) one Goodyear Wrangler P265/70/R17 Tire (new)
- LOT 31** – (1) one Goodyear Ultra Grip P235/55/R17 Tire (new)
- LOT 32** – (4) four Goodyear Ultra Grip P225/60/R16 Winter Tire (new)

**Auction 2** *(Police Dept, Highway Dept, and Utilities Dept Assets)*

- LOT 1** – 2004 Dodge; 2500 pick-up, Last 4 of VIN # ; 167,114 miles (Highway Dept)
- LOT 2** – 2017 Ford; Explorer UT, Last 4 of VIN #7774; 116,551 miles (Police Dept)
- LOT 3** – Cub Cadet Hydrostatic Lawn Tractor LTX 1042 (Highway Dept)
- LOT 4** – 1988 International Harvester Dump Truck w/ Plow, Last 4 of VIN #2652; 13,314 miles (Highway Dept)
- LOT 5** – 2015 Ford; Explorer UT, Last 4 of VIN #8566; 107,704 miles (Police Dept)
- LOT 6** – 1997 Ford; F700 Dump Truck 7.0 Liter, Last 4 of VIN #5779; mileage unknown (Highway Dept)
- LOT 7** – 1989 Tarco Tarrant Leaf Vacuum; Model TTL-4 (Highway Dept)
- LOT 8** – 1976 Tarco Leaf Vacuum; Model F245 (Highway Dept)
- LOT 9** – 2011 Decatur Speed/Radar Trailer (Police Dept)



At a regular Meeting of the Town Board of Town of North Greenbush held at 7:00 PM on December 12, 2024, at the Town Offices

IN THE MATTER OF ACCEPTING DEDICATION OF ROADWAYS AND SEWER INFRASTRUCTURE IN THE MEADOWS DEVELOPMENT

**WHEREAS** RA Momentum LLC. have offered Roadways and two Sewer Pump Stations to the Town of North Greenbush for dedication in the Meadows Development, and

**WHEREAS** construction of the roads and sewer infrastructure was monitored by the Town's Consultant Engineers and reviewed by the Town Engineer, and

**WHEREAS** the Town Attorney has reviewed the deeds and title work submitted in connections with this proposal, and

**WHEREAS** the Town Board hereby determines that the public interest will be best served by the acceptance of the said roadways and sewer improvements as hereafter set forth,

**NOW THEREFORE IT IS HEREBY RESOLVED** that the Town of North Greenbush hereby approves the proposal described above upon the following terms and conditions:

- 1.) The Town accepts the dedications of Brianna Boulevard, Anthony Street, Giovanna Court and Casale Court. The Phase 1 Pump Station and the Phase 2 Pump Station, RA Momentum, LLC. shall provide the town with executed deeds and other documents necessary for recordation, together with all recoding fees. Also, Title Policy in favor of the Town in the amount of \$35,000.00 shall be provided as well.
- 2.) RA Momentum LLC. shall provide cash or an Irrevocable Letter of Credit in the amount of \$75,000.00 and secure completion of the work outlined in paragraph 3 of the attached letter drafted by Eric Westfall, PE dated December 9, 2024. In addition, RA Momentum LLC. shall provide an Executed Security Agreement which requires them to complete the work outlined or which enables the Town to access funds to complete the work if they fail to do so.
- 3.) Comply with the Town's Phase 1 and Phase 2, a Sanitary Punch List letter, dated December 9, 2024.

**AND IT IS FURTHER,**

**RESOLVED** that this transaction will be deemed complete after the Town has received all the items required by the resolution and the same have been reviewed and approved by the Town

Attorney and Town Engineer. The town will not be maintaining the roadways until this transaction is completed.

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

- Supervisor Bott \_\_\_\_\_
- Councilwoman Hoffmann \_\_\_\_\_
- Councilwoman Sabo \_\_\_\_\_
- Councilwoman Merola \_\_\_\_\_
- Councilman Gordon \_\_\_\_\_

**RESOLUTION 2024-12-106**



*The Town of North Greenbush*

2 DOUGLAS STREET  
WYNANTSKILL, NY 12198  
WWW.TOWNOFNG.COM  
(518) 283-2714

December 09, 2024

Tech Industries, LLC  
20 Heather Ridge Road  
Troy, New York 12180

**Attn:** Mr. Anthony Casale, Project Manager

**Re:** The Meadows Phase 1 and Phase 2A Sanitary Sewer Dedication Summary Letter – Rev 3  
North Greenbush Building Department Project Number 19-1021

Mr. Casale,

Pursuant to our recent conversations, the Town of North Greenbush (Town) understands that Tech Industries, LLC (Tech) has requested that the Town take over the Phase 1 and Phase 2A Sanitary Sewer Pump Stations associated with The Meadows project. The Pump Stations are located approximately as follows:

- Phase 1 Pump Station: Brianna Boulevard, Approximate Station 13+00, South side of road.
- Phase 2A Pump Station: Casale Court, Approximate Station 7+50, West side of road.

In addition to information previously provided by Tech, the Town requires the following items before acceptance of the Phase 1 Sanitary Sewer Pump Station:

- A Warranty for the Phase 1 and Phase 2A Sanitary Sewer Pump Station pumps for two years from the Town's acceptance of the Phase 1 and Phase 2A Pump Stations.
- The purchase of a portable wheeled 1-Ton lift/crane for the service removal of the Pump Station pumps. This item shall be coordinated with the Town Utilities Supervisor. In lieu of purchasing the portable lift, the Town shall accept a payment of \$800 which shall be used to purchase a portable lift of its choosing.
- Compliance with the requirements of The Meadows Phase 1 and Phase 2A Roadway Dedication Summary Letter – Rev 3, dated 12/09/24.

Once these items have been provided, the Town will submit the attached Letter of Acceptance to the Town Board for the Phase 1 and Phase 2A Pump Stations.

If you have any questions or would like to discuss this item in greater detail, please do not hesitate to contact me.

Regards,

Eric Westfall, P.E.  
North Greenbush Town Engineer  
Office: (518) 283-2714 x14  
Cell: (518) 491-6824  
EWestfall@northgreenbush.org

**Cc:** Town Board Chairman Joseph Bott III  
Town Board Attorney Fred Kirwin  
Utilities Supervisor Keith Hankle  
Edwin Droz, Laberge Group  
Building Department





December 09, 2024

RA Momentum, LLC  
1 Madison Street, Suite 300  
Troy, New York 12180

**Attn:** Mr. Anthony Casale, Project Manager

**Re:** The Meadows Phase 1 and Phase 2A Roadway Dedication Summary Letter – Rev 3  
North Greenbush Building Department Project Number 19-1021

Mr. Casale,

Pursuant to our previous conversations and correspondence, the Town of North Greenbush (Town) understands that Tech Industries, LLC (Tech) has requested that the Town take over the roadways associated with Phase 1 and Phase 2A of The Meadows project. Specifically, those roadways include:

- Brianna Boulevard
- Anthony Street
- Giovanna Court
- Casale Court

Based upon a previously-generated punch-list letter; subsequent work performed on site; inspections conducted by the Town of North Greenbush as well as The Laberge Group; record drawings; legal documentation provided to the Town; and discussions at the Town Building Department offices on November 13, 2024, the Town will consider taking over the above referenced roadway sections based on the following provisions:

1. Title insurance is provided for the properties being taken over by the Town.
2. Funds associated with recording fees are provided to the Town.
3. Cash or an irrevocable letter of credit in the amount of \$75,000 is provided to the Town. Details of the financial surety shall be coordinated with the Town Attorney and are based on the following work items:
  - a. Brianna Boulevard, Station 14+50: Installation of a catch basin and pipe to tie into an existing catch basin, milling a portion of the roadway, and repaving to restore roadway to facilitate drainage at low spot in road. Estimated Value: \$15,000.
  - b. Briana Boulevard, Station 9+00 (western intersection with Anthony Street): Milling and pavement rework. Estimated Value: \$5,000.
  - c. Giovanna Court, Station 3+50: Rework of low spot and poor drainage near driveway. Estimated Value: \$10,000.
  - d. Roads Delineated Above: Mill and repave areas around approximately 8 manhole or catch basin frames where pavement is deteriorated. Estimated Value: \$15,000.
  - e. Roads Delineated Above: Mill and repair minor areas of pavement distress at 8 locations. Estimated Value: \$15,000

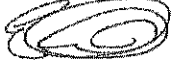
It is anticipated that this work will be completed in the spring of 2025. A contingency of \$15,000 has been added to the itemized list above to account for any additional areas of distress that may develop during the upcoming winter season.



4. A Security Agreement for the road dedication is provided to the satisfaction of the Town Attorney.

If you have any questions or would like to discuss this item in greater detail, please do not hesitate to contact me.

Regards,



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Eric Westfall, P.E.  
North Greenbush Town Engineer  
Office: (518) 283-2714 x14  
Cell: (518) 491-6824  
EWestfall@northgreenbush.org

Cc: Town Board Chairman Joseph Bott III  
Town Board Attorney Fred Kirwin  
Town Highway Superintendent Michael Matinez  
Edwin Droz, Laberge Group  
Building Department

At a Regular Meeting of the  
Town Board of the Town of  
North Greenbush held at  
7:00 p.m. on December 12,  
2024, at the Town Offices

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IN THE MATTER OF THE STANDARD WORKDAY AND  
REPORTING FOR EMPLOYEES

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**BE IT RESOLVED**, that the Town of North Greenbush hereby establishes the attached as STANDARD WORKDAYS FOR EMPLOYEES and will report such to the New York State and Local Retirement System based on the Record of Activities submitted by these employees to the Town Comptroller.

**BE IT FURTHER RESOLVED**, the Standard Workday and Reporting for Employees shall be certified by the Town Clerk for filing with the New York State and Local Retirement System.

**Councilperson**  
voted as follows:

moved, **Councilperson**

seconded, and the Town Board

Councilwoman Hoffman	_____
Councilwoman Sabo	_____
Councilman Gordon	_____
Councilwoman Merola	_____
Supervisor Bott	_____

**RESOLUTION 2024-12-107**

Received Date

**Standard Work Day Resolution  
 for Employees\***

Please type or print clearly  
 in blue or black ink

Employer Location Code

3 0 6 7 1

See Instructions for completing form on reverse side

**RS 2418**

(Rev.05/22)

BE IT RESOLVED, that the Town of North Greenbush, Location code 30671, hereby establishes the following as standard work days for its employees and will report days worked to the New York State and Local Employees' Retirement System based on the time keeping system or the record of activities maintained and submitted by these members to the clerk of this body:

Title	Standard Work Day (Hrs/day)
CSEA Local 1000 AFSCME, AFL-CIO Covered Employees	8.00
United Public Service Employees Union Covered Employees	8.00
North Greenbush Police Benevolent Assoc. Covered Employeeed	8.00
Deputy Town Clerk	8.00
Town Engineer	8.00
Secretary to Town Justice	8.00
Secretary	8.00
Confidential Secretary	8.00

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Date enacted: \_\_\_\_\_

(Signature of Clerk)

I, \_\_\_\_\_, clerk of the governing board of the Town of North Greenbush,  
 (Name of Employer)

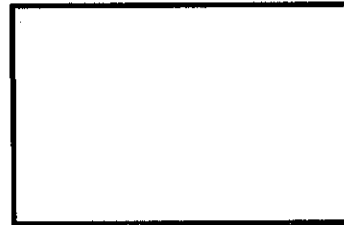
of the State of New York, do hereby certify that I have compared the foregoing with the original resolution passed by such board, at a legally convened meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

I further certify that the full board, consists of \_\_\_\_\_ members, and that \_\_\_\_\_ of such members were present at such meeting and that \_\_\_\_\_ of such members voted in favor of the above resolution.

IN WITNESS WHEREOF, I hereunto  
 Set my hand and the seal of the

Town of North Greenbush

(Name of Employer)



(seal)

\*To be used for all employees. Please list Elected and Appointed Officials on the form Standard Workday and Reporting Resolution for Elected and Appointed Officials (RS2417-A).

For important information and instructions – See Back Page

## Instructions for completing the Standard Work Day Resolution

A	B
Title	Standard Work Day (Hrs/day)
Accountant	8.00
Clerk	7.00
Bookkeeper	7.50
Data Collector	6.00
Secretary	7.25
Typist	7.50
Custodian	8.00
Laborers	8.00

Please note: the above table is a **sample**. The titles and values are for illustrative purposes only.

**A. Title:** You must establish a standard work day for each employee title (e.g. clerks, bus drivers, etc.) even if you do not have any full-time employees in that title. You may establish several standard work days for different positions. For example, all laborers may have an eight hour standard work day, all clerical workers seven and a half hours, and all custodial staff six hours. Employers may also establish several standard work days for the same title, depending if there are significant variances in the job duties.

**B. Standard Work Day (Hrs/day):** The minimum number of hours that can be established for a standard workday is six, while the maximum is eight. A standard workday is the denominator to be used for the days worked calculation; it is not necessarily always the number of hours an employee works. For example, if a clerk is only required to work three hours a day, the employer must still establish a standard workday between six and eight hours as the denominator for their days worked calculation.

**Once the Resolution is passed, it must be kept on file by the employer and made available to the Retirement System upon request.**



Received Date

# Standard Work Day Resolution for Employees\*

Please type or print clearly  
in blue or black ink

Employer Location Code

**3 0 6 7 1**

See Instructions for completing form on reverse side

**RS 2418**

(Rev.05/22)

BE IT RESOLVED, that the Town of North Greenbush, Location code 30671, hereby establishes the following as standard work days for its employees and will report days worked to the New York State and Local Employees' Retirement System based on the time keeping system or the record of activities maintained and submitted by these members to the clerk of this body:

Title	Standard Work Day (Hrs/day)
Comptroller	8.00
Director of Finance	7.00
Custodian	8.00
Seasonal Highway Laborer	8.00
Seasonal Summer Staff	8.00

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Signature of Clerk)                      Date enacted: \_\_\_\_\_

I, \_\_\_\_\_, clerk of the governing board of the Town of North Greenbush  
(Name of Employer)

of the State of New York, do hereby certify that I have compared the foregoing with the original resolution passed by such board, at a legally convened meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

I further certify that the full board, consists of \_\_\_\_\_ members, and that \_\_\_\_\_ of such members were present at such meeting and that \_\_\_\_\_ of such members voted in favor of the above resolution.

IN WITNESS WHEREOF, I hereunto  
Set my hand and the seal of the

Town of North Greenbush  
(Name of Employer)

(seal)

\*To be used for all employees. Please list Elected and Appointed Officials on the form Standard Workday and Reporting Resolution for Elected and Appointed Officials (RS2417-A) .

For important information and instructions – See Back Page

## Instructions for completing the Standard Work Day Resolution

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Title	Standard Work Day (Hrs/day)
Accountant	8.00
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Data Collector	6.00
Secretary	7.25
Typist	7.50
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