Niskayuna Town Board Meeting

Erin Cassady-Dorion
Supervisor

TOWN COUNCIL
Sarah Bilofsky
Jessica Brennan
Bill McPartlon
Ashok Ramasubramanian

AGENDA FOR FEBRUARY 26, 2026 REGULAR TOWN BOARD MEETING

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **PLEDGE OF ALLEGIANCE**

4. **APPROVAL OF MINUTES**

   a. **January 27, 2026 Regular Meeting**

5. **DISCUSSION**

   a. To fund HPNAP and Nourish NY, Raise SNAP minimum benefits, Pass Good Food NY Bill and Fund Local Food Councils

6. **COMMITTEE REPORTS**

7. **SUPERVISOR'S REPORT**

8. **PRIVILEGE OF THE FLOOR**

9. **RESOLUTIONS**

10. 2026 - 52 (Sponsored by Supervisor Cassady-Dorion) A Resolution authorizing certain budgetary modifications and interfund transfers

11. 2026 - 53 (Sponsored by Supervisor Cassady-Dorion) A Resolution amending the adopted part time non-represented employee salary schedule for 2026

12. 2026 - 54 (Sponsored by Supervisor Cassady-Dorion) A Resolution amending Resolution No. 2026-27

13. 2026 - 55 (Sponsored by Supervisor Cassady-Dorion) A Resolution making an appointment of delegates to the NYS Association of Towns (AOT) Annual Meeting

14. 2026 - 56 (Sponsored by Supervisor Cassady-Dorion) A Resolution amending Resolution No. 2025-200

15. 2026 - 57 (Sponsored by Supervisor Cassady-Dorion) A Resolution to fund HPNAP and Nourish NY, Raise SNAP minimum benefits, Pass Good Food NY Bill and Fund Local Food Councils

16. 2026 - 58 (Sponsored by Councilmember McPartlon) A Resolution authorizing the Supervisor to enter into an agreement with the Schenectady County Youth Bureau and to Accept Grand Funds

Erin Cassady-Dorion
Supervisor

TOWN COUNCIL
Sarah Bilofsky
Jessica Brennan
Bill McPartlon
Ashok Ramasubramanian

17. 2026 - 59 (Sponsored by Councilmember Brennan) A Resolution awarding a contract for the upfitting of police vehicles and authorizing the upfitting of (2) police vehicles

18. 2026 - 60 (Sponsored by Councilmember Brennan) A Resolution authorizing the disposition of a surplus vehicle

19. 2026 - 61 (Sponsored by Councilmember Brennan) A Resolution authorizing a memorandum of understanding with Schenectady County and authorizing the acceptance of funding related to discovery and bail reform from the New York State Division of Criminal Justice Services

20. 2026 - 62 (Sponsored by Councilmember Brennan) A Resolution authorizing the Supervisor to enter into an agreement with Schenectady County for participation in the New York State special traffic options program and driving while intoxicated

21. 2026 - 63 (Sponsored by Councilmember Brennan) A Resolution permanently appointing a Police Officer

22. 2026 - 64 (Sponsored by Councilmember Ramasubramanian) A Resolution authorizing the purchase of a Crash Safety Trailer for Water and Sewer

23. 2026 - 65 (Sponsored by Councilmember Ramasubramanian) A Resolution approving the reconciliation of the first half of 2025 residential and commercial utility rents

24. 2026 - 66 (Sponsored by Councilmember Ramasubramanian) A Resolution approving the reconciliation of the third quarter 2025 corporate utility rents

25. 2026 - 67 (Sponsored by Councilmember Ramasubramanian) A Resolution authorizing a warrant for fourth quarter 2025 corporate utility rents

26. 2026 - 68 (Sponsored by Councilmember Ramasubramanian) A Resolution authorizing the purchase of a high-lift pump control valve at the Water Treatment Plant

27. 2026 - 69 (Sponsored by Councilmember Bilofsky) A Resolution appointing an alternate member to the Zoning Board of Appeals

28. 2026 - 70 (Sponsored by Councilmember Bilofsky) A Resolution adopting a Videoconferencing Policy for Open Meetings

29. 2026 - 71 (Sponsored by Councilmember Bilofsky) A Resolution to retain professional Engineering Services on an as-needed basis for 2026 (TDE Rates)

30. 2026 - 72 (Sponsored by Councilmember Bilofsky) A Resolution accepting an access easement and authorizing the Supervisor to execute a maintenance agreement

31. 2026 - 73 (Sponsored by Supervisor Cassady-Dorion and Councilmember Bilofsky) A Resolution appointing a student worker

32. 2026 - 74 (Sponsored by Councilmember Bilofsky) A Resolution calling for a public hearing on a special use permit for Child Daycare/Educational facilities at 46 Commerce Park Drive

MOTION TO ADJOURN

AT THE REGULAR MEETING OF THE TOWN BOARD OF THE TOWN OF NISKAYUNA DULY CALLED AND HELD ON THE 27th DAY OF JANUARY 2026, AT 6:00 PM, HELD AT THE EDWIN D. REILLY, JR. NISKAYUNA TOWN HALL BOARD ROOM, THE FOLLOWING MEMBERS WERE PRESENT:

HONORABLE:	**ASHOK RAMSUBRAMANIAM**	**COUNCILMEMBER**
	SARHA BILOFSKY	**COUNCILMEMBER**
	WILLIAM MCPARTLON	**COUNCILMEMBER**
	JESSICA BRENNAN	**COUNCILMEMBER**
	ERIN CASSADY-DORION	**SUPERVISOR**

Others present: Diane O'Donnell, Deputy Town Clerk; Jessica Stepule, Deputy Town Attorney; Corey Ausfeld, Deputy Town Supervisor, Ray Smith, Highway Superintendent; Eric Amberger, Town Assessor; Dan Bolke, Interim Superintendent of Water and Sewer; Kelly D'Arpino, Confidential Secretary to the Supervisor.

APPROVAL OF MINUTES

November 6, 2025 Special Meeting Minutes approved as presented.

November 20, 2025 Regular Meeting Minutes approved as presented.

December 18, 2025 Regular Meeting Minutes approved as presented.

January 6, 2026 Special Meeting Minutes approved as presented.

Public Hearings

A public hearing regarding an adoption of procedures for any public body in the town of Niskayuna which in its discretion wishes to permit member video conferencing pursuant to public officers' law section 103A.

Supervisor
This is more of a formality. We won't be changing the functionality of the way that we operate our meetings. With some advice from the Committee on Open Government, they recommended that we adopt a formal policy since we do have some committees that have virtual engagement.

Joseph Yakel
I think it's a good idea overall. The only thing I would say to you is that there's real value in the face-to-face meetings between the town staff and the public. So, to the extent that this happens in limited occurrences for specific reasons, that's a good idea. I know this has been used in many other organizations and in public bodies. I think it's a good thing to pursue just with the caveat that we want to see you face to face as much as possible.

A public hearing regarding a cable television franchise agreement with Charter Communications, Inc.

Supervisor
I'll say a thank you to Mr. Yakel, a resident who used to work for the Public Service Commission and offered to go over the agreement for us to make sure we weren't missing anything that they might try to add. This agreement only comes up every 15 years. We are operating on an expired agreement. We went back and forth a few times. The most recent version has been put in the agenda and I welcome any comments on it now.

Joseph Yakel
I appreciate the opportunity to review the franchise agreement. As you said, these only come up every so often. Our franchise was initially agreed to in 2009. So, it's been operating under a temporary operating authority for quite a number of years now. I did share some things with the supervisor. The proposed franchise mentions “all residences” within the franchise area. “Residences’ is not a defined term so you may actually want to use ‘passings’. It is known jargon in the cable industry and represents any type of a property. It doesn't have to be just a residential dwelling.

There is language in the new franchise agreement that's different than the old that says the grantee shall have the right but not the obligation to extend the cable system into any portion of the franchise area including annex areas. The reason why this concerns me is that it doesn't necessarily comply with the line extension rules of the of PSC. So, if an individual wants to have cable service, the town has to provide it as long as they meet line extension requirements. This almost leaves that up to the cable operator's choice whether or not they want to extend into any area that's not the primary service area.

There's also a section that was in the old franchise agreement that I don't see in the new one, there was language that provided free video service to the public schools, the firehouse buildings and any other buildings that were owned by the town. Now, this language has been removed from the current franchise agreement and I know Charter has been doing something to modify their franchise agreements going forward and a lot of this language gets taken out, but I will tell you that there are other municipalities in the local area that still have this kind of language in their franchise agreements. I don't know how many of the buildings the town has that you took Charter up on that offer, Time Warner at the time, but you may want to rethink about this one because it does save the town a little bit of money by having that in there.

In the old franchise agreement regarding customer service and protection, there was language that said the company will comply with the consumer protection and franchise billing practices of the PSC rules. Those are important rules. I think you

should revisit this and maybe add some language in there that says something to the effect that the grantee shall comply with the cable customer service and consumer protection rules of the FCC and New York State PSC. They're not exactly the same, but they're very similar. This is important language to have in any franchise agreement so that the company knows that it's got to abide by both state and federal rules.

We talked briefly that this franchise agreement is for 15 years, whereas the old one was for 10 years. This is the max that a franchise agreement can be. It is okay to do that, the language that's in here, unless there's statutory changes to state or federal law, is what you got is what you got. So, you have to be really certain with what you're signing on to. If you don't need to go back to do it for 15 years, you could do for 10 years. That's my only thought on that because they're very infrequent. You don't have as many bites at the apple, so to speak, until the next time it comes around.

Supervisor
Thank you, Mr. Yakel. As you can imagine going through something like that even for any attorney who doesn't have depth knowledge is difficult. I really appreciate you picking through it and especially going back to look at the omitted language.

A public hearing regarding utility rate changes in town code.

Natalie Tiberio
Welcome to the new board members, deputy supervisor. I want to being with the water fees. This all began with information and misinformation that was a surprise to a lot of the taxpayers. The initial water bills went out and that understated the new rates. Now, recently the Town has taken some really positive steps. The website has been updated. The tools that allow residents to estimate their water bills are all very, very helpful, and I really appreciate that effort. But while the Town has explained how water rates are now being calculated, there still is a major omission when it comes to explaining why those rates needed to increase so much.

Over the past two years, the Water Department expenses have gone up by about $2 million or more than about a million dollars a year. Have these increases been reviewed or audited? What is specifically driving all of these costs? Are they due to higher water use, water losses from breaks, aging infrastructure, or day-to-day operational issues or really a combination? Can we have a clear breakdown? Tonight's focus has been on the rate formulas. That work was clearly done Raftelis. However, what needs to be done is a clear breakdown of nearly $1 million a year in new Water Department costs that these rates are meant to cover/recover. From a resident's point of view, this feels like setting rates first and then not really explaining why the increase in cost for the entire Water Department is occurring. I understand the Town's need to cover its expenses, but residents deserve to know whether these high charges are the result of increased usage, longstanding underbilling, or problems with the system that are driving costs up.

I'd also like clarity on how water losses are handled, including average labor costs for repairs, equipment costs, and whether repairs are happening during regular hours or overtime including added water parks, bathrooms, and parks et cetera. What impacts do these have on our bottom line? To me, this cost analysis should have come first. My hope is that this information will be clearly spelled out on the website so residents will have a clear understanding of what events led us to where we are now.

Dan Sexton
I sent you an email on January 15th and I didn't get a response for that. So, I'm going to read it here.

Supervisor: I did send you a response. I don't know why you're not getting my emails.

That's too bad. Maybe we can talk here. Basically, my concerns are we actually pulling in enough revenue based on what was stated in the meeting where we reviewed the Raftelis report. The new rate plan is based on a flat revenue assumption and this is this was stated in that meeting. The number used for 2025 water rents water rents was $4.29 million. However, the 2025 budget assumed that water rents were $4.8 million. What was the actual revenue for the water rents in 2025? You also stated that the March water bill will reflect the current rate because it's the actual usage from up to December 31. So, that's the bill coming this March. It was actually the water that was consumed from the end of January to the end of December or was it the end of June to the end of December. However, I think you also stated that the September bill which covers the period of January 1 through June 30 of this year will reflect the new rates. So, it was the plan to make the new rates retroactive to January 1, or is it is it going to occur in July of this year?

Supervisor: I'll just answer that now just so we have all the information. This was a tricky thing because we never got a clear answer from all of the places that we could look. It isn't necessarily spelled out that you can retroactively change rates. Obviously, it is not ideal because people would like to know what they're paying for their water while they're using it. We inquired with the Association of Towns and I reached out to an attorney at the State Comptroller's office. Nobody had a clear understanding about whether or not you could or couldn't because the language is essentially the Town Board has the authority to set the rates. Period. What they recommended we do is have our town attorney write a memo to go along with the changes if they are approved in a resolution. We would have a legal memo outlining our reasoning for the understanding that we can retroactively change rates. I know it could be challenged but the rationale that we're using has pretty solid footing. I would be willing to hear any feedback on whether or not people would like to wait until the next billing cycle. That's definitely something that could be changed. I think we would be better off since we've started talking about these rates in the month that they were active. The beginning of this year makes more sense than going way back into last year.

That clears that up. Since these new rates are supposedly revenue neutral as presented, the 2026 budget assumes that rents h revenue was $5.83 million. Now, that's up quite a bit from what was presented in the Raftelis report, which was the $4.2 million. So, we're about $1.1 million short. That to me presents a big gap.

Are we looking to set aside as much money in cash as we could for the water tower repairs? Particularly because we had been promised a half a million dollars from Phil Steck's office, we wanted to make sure that those funds don't kind of float out and are not being used. We could get through one of the projects with the half a million plus the $700,000 that we had set aside in this year's budget because we have decided at Raftelis' encouragement that we keep things revenue neutral.

Supervisor: We have two funds. One of them is just the fund balance. We also have a repair reserve fund, that's set aside for what would be water break projects. That was set up a long time ago when we didn't have so many water breaks. It's become a part of our operating budget because we have so many water breaks per year. So that money is sitting there for repairs. Given the fact that we are funding the water main breaks through the operating budget, we said we'll need to repair the water towers as well. So that money sits there. The goal was to take $700,000 from this operating budget and move over to that repair reserve fund. Basically, we would be taking it out of fund balance and putting it into a repair reserve. We're just not going to do that. We're going to keep it revenue neutral. We're going to look into now that we're paying off our short-term debt and get a clearer picture about what we're comfortable with as far as borrowing money for some of those repairs. This enables us to make one change instead of a big increase to the budget as well as a rate change.

If I understand what you're saying, you're not going to put the $700,000 into the reserve. You're going to potentially take money out of the repair reserve to cover any excess expenses.

Supervisor: The repair reserve fund can only be used for repairs. We can't use it to offset deficits or things like that. There are two separate distinct accounts. We have to keep 25 to 50% of our appropriations in that fund balance account. Then we also have this repair reserve account. The intent with the repair reserve account is to leave it there. The nice thing about not using it over the last few years is that we've really enjoyed some high interest rates. We've been able to generate some good interest income from that. We also have a lot of really expensive repairs to be made. So, this year I think we can take a deep breath and deal with the rate structure issue first before we evaluate what we want to do with it next year. It should not impact anything the way we've projected things. The only thing it will impact is the movement of the money from fund balance into the repair reserve. We're just not going to do that at this time. We don't know how much revenue is going to come in. We just projected out based on prior year usage. It could be less, it could be more. We do have a healthy fund balance so if we need to pull some

things out of there, we will. If we have to fund some of our water main repairs that we had been using our operating budget for, we also have the repair reserve fund as well. We are hoping we don't have to, but we are covered if we do.

The same thing applies basically for the sewer districts. Those both also had rate increases. What's the plan to deal with that?

Supervisor: Obviously, we don't have as many sewer line issues as we do water main breaks but, we do have a lot of repairs and ongoing maintenance that's expensive for Sewer 6. In the event that we are at a place where we don't believe we're going to pull in the revenue that we think we're going to, we would hold off on the repairs that we make and try to make do until the following year. Again, we have decently healthy fund balances. If we have repairs that we need to fund, they have separate reserve accounts as well.

Basically, the concern is that since we aren't keeping up with the potential costs in all of the sewer districts or the water districts, we'll have a big rate increase further down the road. We're kind of kicking that can down the road.

Supervisor: The goal is smoothing rate increases so that we don't ever experience any shifts like we did previously. That's one of the things I like about the new model is that it's very easy to tie back to a budget number that everybody can understand. During our budget process, you'll have an opportunity to come in and go through line items to say, "Hey, we don't we don't want this increase." That increase will directly drive rates. So, there's no ambiguity as far as what it will increase the following year because you'll be looking at it during budget. The goal is completely transparent spending.

The other piece that was of concern is that we have in town code for Sewer 6. We have an oddity in that the distribution system, there's not really distribution. The collection system is I think it's what it's called. Basically, the cost of operating and maintaining the plumbing the lines is supposed to be divided equally among all users. That seems different from what the rate that Raftelis is being set.

Supervisor: The code does have to change. That is a separate public hearing. We can't change the code unless we know that we're moving forward with this rate design. There are a few sections that need some minor updates that will be related to this and they would be individual public hearing so that you could come and take a look at the language. The goal is to try to make it a little simpler. I'm not even totally convinced that that code represented how they were doing the rates prior to this either. Most people were pretty surprised to see that there was town code that dictated the way that the rates should be designed. The only thing I could figure was it came in the property tax line that was part of the revenue of Sewer 6.

I just want to reiterate the fact that my concern whether it is a concern of yours or not is that we're setting ourselves up for a larger rate increase because we haven't put in the necessary rate increase to meet the 2026 budget. We're really setting ourselves up for failure. Recently you've seen in the newspaper multiple municipalities around us are getting big infrastructure grant money from the State. Where's our grant money? I'm a little disappointed that I haven't seen Niskayuna in the newspaper getting a big grant for a water tower or some other large infrastructure project. Where are we on this?

Supervisor: We did get the grant the $500,000 for the water tower. We just don't quite have enough money to do the rest of the project. We have to wait to do the project to realize the grants. There's a lot going on in the background. I'll be honest, we are not in great position to get infrastructure grants because our town's annual household income is just high. But we are still beating that drum and we're saying, "Hey, that's not fair. We're all paying state taxes. Let's figure out how we can access this money." One of the ways that we did that was through an economic development grant. I was super hopeful I was going to be able to announce at this meeting, but I still don't have finality on that, but I'm fairly certain that we'll have a nice chunk there. We have two other areas that we're targeting to try to get funding for some of these infrastructure repairs. One of the things that we have going for us is that we have large employers, industrial complexes that use a lot of water. The State has a vested interest in making sure that they stay in the state. We are going to use that to our advantage as best we can to try to get grants in that manner.

The new rate structure is basically sized and escalated on the size of the water meter. This helps with the large residential community, most single-family homes, but where you're going to hurt are things like the Van Antwerp Apartments. They've got a big compound meter. Their rates are going to go way up and that's going to get distributed to all of the lower income people who are renting there. I'm a little concerned about that.

Supervisor: I've been concerned about it as well. What we've decided to do, and again this is only if all of this goes through, is to provide some guidance for residential complexes that have one huge compound meter. Some of them have multiple medium meters. Some of them have individual metering such as a two-family home. We'd like to try to provide guidance to show them what would a way that they could distribute the costs and encourage water conservation for their residents. A lot of them, the residents will just pay a flat fee no matter how much they're using per month. We would like to encourage them to do that a bit more fairly. We do have a couple of outliers, too. We are trying to address those in a way that either we're right-sizing their or do they need a line that large. We are assessing each of them. There's really like a handful of them that are problematic.

Joseph Yakel
I think the communication aspect and the information put out for the current rate design and the changes to utility rates is far better than what we saw a couple of years ago including the calculator on the website and the FAQs.

Out of the three different rate designs that I looked at with Raftelis, this third iteration, which is the one that we're talking about this evening, in my opinion, is the best of the three. Although there's some slight variations between all three of them. This rate design provides some better pricing on the billing for people that are on the very low end of the usage. Now that's not going to be very many because I'm talking far below what the average user is. When you look at the overall pricing that comes from Raftelis versus what we're currently paying even though the rate design itself is very different based on the connection size and some other things, for the average user the pricing that they're going to pay is very similar. It may be a couple of cents to a few dollars. Although it is an improvement over the current design, the initial issue that got everybody worked up in the town over the last couple of years is when the new rate design went into effect, the rates went so high that it caused obviously lots of problems. So, this is a lessening for some, it's going to be more for others, but it's not a tremendous difference. It is largely driven on the budget. So, if the budget numbers are high, there's only so much you can play with. But people are still going to be paying generally much higher than what they were paying.

Then the other thing I wanted to mention are things like lost water and the usage in the town. Historically, the Town has used about the same amount of water annually. We're around a billion gallons and we buy anywhere from 400 to 600 million gallons annually from the city of Schenectady. That's what we always do. But of that, about 200-250 million gallons is in this lost water category. We're all paying for that and 250 million gallons of water out of the 1 billion. It's 25% or so. That's equal to 3 months-worth of water that is literally going down the drain. The residents are paying for it. The town would benefit from doing a really comprehensive review of things like just something simple like hydrant flushing and see if you're following the same protocol every time you flush the hydrants and determine how many gallons are you dispensing. There may be a process that may recoup some. There are areas in the town that have chronic problems with water main breaks and they're not necessarily the old sections of town. I've looked at probably 400 of the water main break reports and seen a lot of information there. We can look at cost for overtime versus straight time, the number of people on a crew, and the equipment and materials used. We may get to the point where a cost/benefit analysis is necessary. All these things need to be looked at in order to try and manage that budget number.

Regarding the rate design that you're contemplating putting into place, I think the one thing that people would like to hear is that there is going to be some stability in the rates and then the utility billing. You said that this rate design is flexible, and it is. I don't think the general public would feel good about 2026 rate design change with new rates and

costs going up 2027. I think it's really important to be mindful at all times about what the budget is, what the costs are running, how best to manage the facilities that we have and the water that we have so that we can try to keep those costs as low as possible.

Elizabeth Paul
Regarding the rates for the non-commercial properties, can you explain to us what we have to do? We represent small non-commercial properties. Sorry to bring this again and again, but $30 from $930 for 10-15 members in our church. How you going to afford to pay this bill? Is there any way you can check our meter and check for any breakage or water leaking?

Supervisor: I think you'll be happy to learn that instead of your meter being distinguished as a non-residential versus residential, regardless of the type of property, they'll all be treated the same. So, you'll be paying the same base rate as a residential meter.

Sarah – (I'm happy to give my last name and my address separately just for privacy reasons if that's okay.)
I was wondering if you have any analysis of how our rates or these proposed rates compare to surrounding towns like Glennville, Rotterdam, and Schenectady. Was any analysis of that done as part of our rate proposal?

Supervisor: Yes. It's a little bit tricky to do it for every municipality because they all have different rate structures. Everybody has a different thought process. The other thing that we do that's different than some of our area towns is that the debt service that we have is on the property tax bill. So, we wanted to make sure we were also comparing not just what you're paying in your utility bill, but then also what's going on your property tax bill. I believe we were within the average for the Northeast and for nationally as well.

Councilmember Ramasubramanian: I had a communication with the specialist from Raftelis and I had actually asked him this exact same question. They have some access to data nationwide and the northeast. It's statistically the same, meaning that we're not that much different like below or above. I do want to caution that like the supervisor said water rate billing is done in vastly different ways. There are different pieces in the property tax bill and there are other pieces in the in the water bill. There's another data point that I can share. I won't name the municipality, but I focused on. Once the ready to serve charge is taken out and everybody's paying X amount of dollars for those additional thousand gallons, I thought that would be apples to apples. For the municipality, in the capital district, their rate is $4.90 per thousand gallons and ours is $4.67.

You talked about future rate increases about for I think for 2027 potentially. Would that affect the RTS charge or the amount per thousand gallons or both?

Supervisor: Both. The readiness to serve charges is based on a percentage of everything but the debt service which we put on our property taxes. The goal is to have things increase at a slow pace where we're just trying to keep up with the costs of the materials. Hopefully we're finding that we're gaining some help by replacing some of these lines. We will be spending less on a major cost driver for us. We do anticipate a leveling off, but the promise that we're making is that you'll know what to expect and it will never be this type of change that we've experienced over the last two years. It will be a very gradual similar to inflation, an increase in costs as we all experience.

Did I hear you right when you were talking about that these would go into effect for the second half of this year if everything was approved and we would see it on our bill that would come out to be paid October.

Supervisor: Yes, the end of the year somewhere in there.

I want to clarify the rate per thousand gallons. If a home uses 8,100 gallons, they pay the 9,000 gallons worth, right? Would you pay, if you didn't use it?
Supervisor: No, there's no cut-off. We use the $4 rate.

That was another crucial distinction to make with the new rates, there is no distinction between residential and commercial properties or nonprofits. That's what drove up some of the water bills really high for nonprofits because they got bunched in with commercial properties. It's just the diameter of the intake pipe. 96% of Niskayuna residents have the 5/8-inch diameter pipe.

This is not specifically related to the rates, though it is related to the billing for water and sewer. One of the things that has always gotten me about paying for my water bill is the I don't want to pay a service charge for paying by credit card, but I really want to pay by credit card to make my life easier. I believe that there have been some studies done about the amount of administrative cost to municipalities for handling checks and how much that costs the town versus accepting credit card payments and not have to charge a service charge to the residents. I wonder if this was something that the town has either considered pursuing or would consider pursuing going forward because the amount that it would lessen the administrative side, I think would be offset by the convenience to residents.

Supervisor: Absolutely every charge that would be paid by credit card, we're looking to right now. We have 12 different payment processors. Your rate is directly related to the volume that goes through those credit card systems. The more volume that you have, the less of a rate that we have to charge. We're trying to be as deliberate as possible to move forward but you are thinking exactly the same way that I am.

Committee Reports

Police and Public Safety Committee – Councilmember Brennan.
The committee met on January 9.

The Chief gave us his 2025 end of the year report. A few highlights from that were over $600,000 in grant funding that was secured, the reinstatement of our SRO program with the school district and our accreditation. The Chief discussed an increase in overall calls for service as something to monitor in the upcoming years in regards to budgeting and staffing.

Regarding dog complaints, we had a discussion regarding fees for people who had repeat violations with their dogs getting out off of a leash and out of their yards. We were discussing having higher fees h for subsequent violations. This is a safety issue and a burden on our Police Department resources.

We spoke about our fleet and equipment. We have two police vehicles go out to bid with Metro Ford as the lowest bidder, right here in Niskayuna.

We have trainings this month for procedural justice, implicit bias, sexual harassment, discrimination, breath analysis, and basic crash management. We have a detective attending training on collaborative child abuse case work at the Schenectady Child Advocacy Center.

Bill Chapman joined us from the Complete Streets Committee. We spoke about e-bikes. They accelerate faster, they go faster, and they're heavier. We're looking at more regulations. We looking for information to be shared from the Associations of Towns and they are also looking for feedback from us. We are going to send them incidents that have happened in Niskayuna so that we can all collaborate together. We've talked about maybe impounding bikes and mandating helmets, maybe focusing on our juvenile population first. We would like to work in correspondence with our connecting county so all the regulations are cohesive under complete streets. We talked about Grand Boulevard and some speed concerns. We ran an analysis and we're having more of a presence on that road. We discussed how the county has a plan to redo some of the traffic calming measures that are there including possibly narrowing lanes. They're looking at Spring 2026 as a possibility to start that work. We discussed the million-dollar grant for the sidewalks on Cornelius by Hillside. We talked about our “Safe on 7” survey. The results are coming in regarding that. The Complete Streets Committee is also looking at school zones on Rosendale and also working on possibly Craig and Balltown Road school zones.

We talked about including in our newsletter a reminder of the dog fees just to get the conversation started and get awareness out there. We discussed our background

checks for vendors. Those would be vendors who come to our houses and increasing the fee so that the town just broke even on that. This would be a $300 fee.

We have five resolutions. We have a resolution for that background fee. We have a resolution for the two police vehicles at $$88,298 and was budgeted for. We have a resolution authorizing payment on our membership for the Zone 5 Academy where officers train. We have a resolution of a contract with the Susquehanna ASPA as our backup plan for sheltering dogs who get out or are lost. We have a resolution to surplus 10 old tasers.

Our next meeting is February 5 at 3:30.

Highway and Community Programs Committee – Councilmember McPartlon

Christmas tree pickup is over at the end of the month, so you only have a few more days.

Peter Rakvica, Deputy Highway Superintendent retired after serving over 30 years. There was a nice lunch gather at the Highway Garage. We want to thank him for his service to the to the town.

I want to thank the Highway Department for the great job they've done on this big storm that we had over the weekend. A lot of time into taking care of plowing all the roads. The guys work a lot of hours. They don't get a lot of sleep, but they continue to do their jobs to keep our streets clean, free of snow and safe.

All is going very well for our Community Programs. We have created a Parks Advisory Committee. I want to thank Deputy Supervisor Ausfeld and former Councilmember Jason Moskowitz who volunteered for the committee.

We talked about our West Mountain Ski Club that we run for the high school kids.

In December, many great things were done by the community programs including Parents Night Out, Thing of My Very Own and the festival of wreaths. did during December. There is a lot going on at the Senior Center. You can check it on Facebook or on the Town website.

Our next meeting will be February 5 at 8:00am.

Water, Sewer, Engineering, and Environmental Committee – Councilmember Ramasubramanian
The committee met on Tuesday January 6. In this new paradigm, the environment portion is added on.

Regarding Water, Sewer and Engineering, it is a challenging environment to find qualified technicians. We have two resolutions today, one for a permanent appointment and one for a probationary hire. We discussed those staffing positions and we discussed software purchases.

We discussed the water rates but a lot has been said about that already tonight so I will not go into more detail on that.

We also discussed the waste water treatment plant. It is an incredible facility commonly not found in towns of our size. It's finally coming up to speed. There are still two major upgrades that it needs. One is we need a replacement for our sludge hauler truck and we also need some repairs on the dryer which is the last stage before all the waste gets converted into the sludge. If you don't have the drying process, then the material is really heavy and we end up paying more to dispose of the waste.

We had four water main breaks last month which is slightly below our average during the winter. These breaks typically correlate with freeze and thaw cycles. In the year 2025, we had a total of 79 water breaks. For comparison, the previous three years was 75, 73, and 80 breaks respectively. The seven years prior to that had significantly lower totals in the in the 40, 50 and sometimes 60 range. The water main replacement project on Mohawk Road a few years ago has been successful and we are seeing far fewer breaks. So, we are clearly seeing the benefits of replacing large sections of pipe and we will continue to schedule annual projects that addresses those water breaks and leading to cost savings.

There was also some discussion about grant monies. There are a lot of conversations happening behind the scenes and like we don't want to make any announcements prematurely but we are knocking on a lot of doors.

We have some preliminary results from the corrosion study. Our preliminary results indicate that our pH is a little bit on the acidic side and that could lead to increased corrosion. Increasing the pH could potentially relieve this issue. I caution that these are the preliminary results. Before you change the pH for a municipality such as ours, lots must be done. Clearly the residents are concerned about corrosion

Regarding the environment portion of the committee, there is this beautiful land acquisition grant that the DEC has announced. I say this is beautiful because it has no match. It is a grant opportunity that is targeted at private land owners. The grant pays for surveying boundary marking. We are hoping to target some willing land owners to see if they would consider selling all or portion of the land to us. We are also working with the Mohawk Hudson Land Conservancy, which is a land trust in our area and there

are some parcels that could be a player as well. DEC just extended that deadline to April 15.

The next meeting is on February 3 at 8:30am.

Economic Development, Planning and Land Use – Councilmember Bilofsky
We have shifted some of the committees around. This committee now includes the Planning Board, Zoning Board of Appeals; Conservation Advisory Council; Architectural Review Board; preservation and conservation issues; grants; building code enforcement; and some property maintenance issues. We meet the first Friday of the month at 9:00am in the Schaefer room and you can always join us online.

The committee met on January 9.

I want to recognize the Supervisor for the hard work on the utility rates study. We talked a lot about the impact on not-for-profits and residents. The study takes a look at making things more equitable and attractive for our small businesses and we are a community that needs to be as hospitable as we can to attract those small businesses.

Our Town Planner, Laura Robertson, worked closely with the Executive Director of the New York State Committee on Open Government leading in part to tonight's adoption of the video conference policy. The good news is we were in pretty good shape in terms of how we were doing things. By adopting that law, it really makes sure that we are covered.

I like to always recognize that we have such depth of talent. We have such a great bench in Niskayuna and hope to continue to be able to utilize those talents as we go forward.

For resolutions, we'll be approving the list and setting 2026 rates for the town designated engineering. There are issues and cases that come up where we need an independent and outside person with that engineering expertise. We will also be appointing a new member to the Complete Streets Committee, Cynthia Holmes.

We are still looking for people fill committee positions. You can reach out to our Confidential Secretary, Kelly D'Arpino if you're interested in learning more about them. I know we need folks on the Conservation Advisory Council, Zoning Board alternates, Complete Streets, Architectural Review Board and Historic Preservation Board.

Our next meeting is February 6 at 9:00am. Our guest will be Ray Gillen, Chair of Metroplex, who will be doing sort of an overview state of the county in regards to the investment Metroplex has made in Niskayuna.

Supervisor's Report

This past Friday, not only was it Pete's last day, but it also marked Ray Smith's 40th year with the town of Niskayuna. Absolutely amazing.

I have some resolutions, but I'll give comments as we go through them.

Privilege of the Floor

Elizabeth Paul
I'm here to request a small favor. As a senior citizen, we need a nice senior housing complex plus a senior center, new exercise or other new programs that we can afford to participate in. Maybe you can do a backpack program for the summertime for the seniors. I know Councilmember Brennan is doing that program but sadly there is lot of families are affected by income and they don't want to come up and say I don't have any money.

CEREMONIAL RESOLUTIONS

Resolution 2026 - 20 thanks Joseph Drescher for his years of service to the Town of Niskayuna

Resolution 2026 – 21 thanks Jason Moskowitz for his dedicated service to the Town of Niskayuna

Resolution 2026 – 22 thanks John Della Ratta for his twelve years of dedicated service to the Town of Niskayuna

RESOLUTIONS

The following resolutions were approved with a vote of five ayes unless otherwise noted.

Resolution 2026 - 23 appoints a person to the Complete Streets Committee

Resolution 2026 - 24 enacts a local law to amend the Code of the Town of Niskayuna, Chapter 197, entitled "Taxation", to change the income limits for the senior citizen and disabled homeowner real property tax exemptions

Resolution 2026 - 25 appoints a Principal Account Clerk in the Town Comptroller's Office

Resolution 2026 - 26 authorizes duct work cleaning at Town Hall

Resolution 2026 - 27 authorizing mold remediation at Town Hall

Resolution 2026 - 28 amends the town's AED (Automated External Defibrillator) Implementation plan as required by NYS Public Health Law

Resolution 2026 - 29 amends the Town of Niskayuna's Procurement Policy

Resolution 2026 - 30 authorizes the purchase of security camera equipment for Town Hall and Police Department

Resolution 2026 - 31 authorizes the Supervisor to enter into a contract with EGS, Advanced Energy Solutions

Resolution 2026 - 32 appoints a Superintendent of Water & Sewer

Resolution 2026 - 33 authorizes the purchase of citizen notification and alert software

Resolution 2026 - 34 authorizes the purchase of a mower and related equipment for use by the Town's Parks Department

Resolution 2026 - 35 authorizes the purchase of a mower and related equipment for use by the Town's Parks Department

Resolution 2026 - 36 hires additional employees and independent contractors in the Town's Office of Community Programs

Resolution 2026 - 37 creates a Parks Advisory Committee

Resolution 2026 - 38 authorizes the purchase of two vehicles for the police department

Resolution 2026 - 39 authorizes payment of the 2026 membership fees for the Zone Five Regional Law Enforcement Training Academy

Resolution 2026 – 40 surpluses Tasers

Resolution 2026 - 41 amends the vendor fee for background screening services

Resolution 2026 - 42 authorizes the Supervisor to enter into a renewal contract with Susquehanna SPCA for dog sheltering services

Resolution 2026 - 43 accepting bids and awarding contracts for purchase of materials, chemicals and lab services to be used by the town in its Public Works operation during 2026

Resolution 2026 - 44 appoints an Engineering Tech II

Resolution 2026 - 45 permanently appoints a Maintenance Worker in the Water & Sewer Department

Resolution 2026 - 46 authorizes the purchase of parts from Siewert equipment for pump station repairs

Resolution 2026 - 47 appoints an individual to the position of Operator Trainee at the WWTP

Resolution 2026 – 48 authorizes the equipment startup of the Generator at the Wastewater Treatment Plant

Resolution 2026 – 49 authorizes the Supervisor to enter into a contract for the receipt of organic waste at the Town's Wastewater Treatment Plant

Resolution 2026 – 50 retains professional engineering services on an as-needed basis for 2026 (Town Designated Engineer Rates)

Resolution 2026 - 51 authorizes certain budgetary modifications and interfund transfers

There being no further business to come before the Town Board, Supervisor Cassady-Dorion adjourned the meeting.

Diane O'Donnell, Deputy Town Clerk

Resolution No. 2026 – 52

A RESOLUTION AUTHORIZING CERTAIN BUDGETARY MODIFICATIONS AND INTERFUND TRANSFERS

The following resolution was offered by **Supervisor Cassady-Dorion**, who moved its adoption, and seconded by

BE IT ENACTED, by the Town Board of the Town of Niskayuna, as follows:

WHEREAS, during the fiscal year, it becomes necessary from time to time to make certain budgetary transfers and interfund transfers to reflect unanticipated revenues and/or unanticipated operating expenditures as they have arisen since adoption of the budget(s) involved.

NOW, THEREFORE, be it

RESOLVED, that this Town Board does hereby authorize the Office of the Town Comptroller to make the budgetary modifications and/or transfers of funds as indicated on the sheets attached hereto and made a part hereof.

12/31/2025 BUDGET MODIFICATIONS

GENERAL FUND

		APPROPRIATIONS	DECREASE	INCREASE	TOTAL
A001010	1000	TOWN COUNCILMEN		0.16	
A001010	1300	PART TIME WORKERS - P/T	1,500.00	-	
A001010	4600	MISCELLANEOUS & CONTRACTUAL	1,447.47	-	
A001110	1200	JUSTICE CLERKS	-	1,818.13	
A001110	1700	COURT - POLICE OVERTIME	5,051.75	-	
A001110	4510	LANGUAGE INTERPRETATION	-	120.25	
A001220	1200	DEPUTY SUPERVISOR	-	1,354.26	
A001220	1500	CONFIDENTIAL SECRETARY TO SUPV	-	4,706.42	
A001220	4060	MEMBERSHIPS & TRAINING	107.50	-	
A001220	4100	SUPPLIES & MATERIALS	92.74	-	
A001220	4250	TELEPHONE & COMMUNICATIONS	24.76	-	
A001220	4600	MISCELLANEOUS & CONTRACTUAL	-	225.00	
A001315	1100	COMPTROLLER	-	4,177.05	
A001315	1500	SENIOR ACCOUNTANT	-	2,462.50	
A001315	1600	PRINCIPLE ACCOUNT CLERK	10,832.09	-	
A001315	1900	ASSISTANT COMPTROLLER	726.40	-	
A001315	4100	SUPPLIES & MATERIALS	-	1,070.49	
A001315	4500	CONSULTANT SERVICES	16,650.00	-	
A001315	4600	MISCELLANEOUS & CONTRACTUAL	168.91	-	
A001320	4125	AUDITING	-	24,675.50	
A001330	1100	RECEIVER OF TAXES	-	168.91	
A001355	2000	EQUIPMENT/CAPITAL OUTLAY	473.68	-	
A001355	4001	BOARD OF ASSESSMENT & REVIEW	1,197.51	-	
A001355	4060	TRAINING & MEMBERSHIPS	1,218.12	-	
A001355	4100	SUPPLIES & MATERIALS	1,501.38	-	
A001355	4440	CERTIORARI APPRAISAL & ADMIN.	10,250.00	-	
A001410	1100	TOWN CLERK	-	14,640.69	
A001410	1200	DEPUTY TOWN CLERK/DEP REGIST	4,177.05	-	
A001410	4100	SUPPLIES & MATERIALS	-	126.73	
A001410	4110	YARD WASTE BILLING	126.73	-	
A001420	1400	TOWN ATTORNEY	-	1,031.25	
A001420	4026	LEGAL SERVICES	1,031.25	-	
A001420	4180	LEGAL RECORDING FEES	421.88	-	
A001420	4250	TELEPHONE & COMMUNICATIONS	-	25.00	
A001420	4600	MISCELLANEOUS & CONTRACTUAL	-	43.04	
A001420	4625	LEGAL RESEARCH	-	353.84	
A001440	1600	ADMINISTRATIVE ASSISTANT	-	1,071.71	
A001440	4100	SUPPLIES & MATERIALS	208.54	-	
A001440	4138	VEHICLE MAINTENANCE & REPAIRS	170.82	-	
A001440	4150	VEHICLE & EQUIPMENT GASOLINE	454.33	-	
A001440	4250	TELEPHONE & COMMUNICATIONS	-	34.41	
A001440	4600	MISCELLANEOUS & CONTRACTUAL	272.43	-	
A001460	4600	MISCELLANEOUS & CONTRACTUAL	82.35	-	
A001620	1100	MAINTENANCE WORK CREW LEADER	-	82.35	
A001620	1200	MAINTENANCE WORKER	105.76	-	
A001620	1300	MAINTENANCE WRKR - P/T	2,230.00	-	
A001620	1500	BUILDING MAINTENANCE O/T	2,791.18	-	
A001620	1600	SAFETY OFFICER	153.92	-	
A001620	2100	EQUIPMENT - SAFETY OFFICER	1,209.96	-	
A001620	4100	SUPPLIES & MATERIALS	1,101.82	-	
A001620	4150	VEHICLE & EQUIPMENT GASOLINE	200.00	-	
A001620	4155	BUILDING & GROUNDS MAINTENANCE	-	4,647.96	
A001620	4210	HEATING FUEL	-	735.93	
A001620	4220	ELECTRICITY	-	11,609.94	
A001620	4250	TELEPHONE & COMMUNICATIONS	-	3,774.42	

A001670	1000	RECEPTIONIST	827.05	-
A001670	4003	LEASED EQUIPMENT	-	827.05
A001680	1100	SYSTEMS ADMINISTRATOR	12,975.61	-
A001680	1400	PERSONAL SERVICES PT	156.49	-
A001680	2000	EQUIPMENT/CAPITAL OUTLAY	1,458.58	-
A001680	4250	TELEPHONE & COMMUNICATIONS	-	156.49
A001680	4410	EQUIPMENT SERVICE CONTRACTS	-	1,458.58
A001910	4000	UNALLOCATED INSURANCE	-	27,036.36
A001930	4000	JUDGEMENTS AND CLAIMS	10,000.00	-
A001990	4000	CONTINGENCY ACCOUNT	17,036.36	-
A003120	1200	POLICE OVERTIME	14,560.74	-
A003120	1250	POLICE HOLIDAY PAY	-	14,720.19
A003120	1300	EXECUTIVE SECRETARY II	78.26	-
A003120	1350	DISCOVERY MANDATE P/T CLERK	-	702.50
A003120	1400	SCHOOL TRAFFIC OFFICERS	81.19	-
A003120	1500	CLERICAL AIDE	156.77	-
A003120	1510	POLICE OVERTIME - TRAINING	545.73	-
A003120	2000	OFFICE/VEHICLE EQUIPMENT	2,566.65	-
A003120	2300	VEHICLE PURCHASES	-	2,566.65
A003120	4004	UNIFORM PURCHASES	-	736.40
A003120	4005	PROTECTIVE VESTS	-	6,272.92
A003120	4100	SUPPLIES & MATERIALS	5,167.93	-
A003120	4138	VEHICLE MAINTENANCE & REPAIRS	2,186.96	-
A003120	4410	SVCE ON EQUIPMENT & CONTRACTS	-	295.57
A003120	4550	IMPOUNDMENTS - TOWING	-	50.00
A003120	4575	UCC DISPATCH ASSESSMENT	5,162.97	-
A003120	4645	VENDOR BACKGROUND CHECKS	70.72	-
A003310	4104	TRAFFIC SIGNS	3,592.54	-
A003310	4220	ELECTRICITY	-	6,396.56
A003510	1000	DOG CONTROL OFFICER - P/T	3,337.50	-
A003510	4600	MISCELLANEOUS & CONTRACTUAL	-	604.20
A003620	1100	ACCOUNT CLERK	49.84	-
A003620	1200	INFORMATION PROC. SPECIALIST	-	49.84
A003620	1275	BUILDING INSPECTOR	-	19,219.40
A003620	1300	BUILDING INSPECTOR	-	7,364.79
A003620	1400	BUILDING INSPECTOR - P/T	20,323.63	-
A003620	1500	SAFETY INSPECTION O/T	827.50	-
A003620	4100	SUPPLIES & MATERIALS	75.88	-
A003620	4138	VEHICLE MAINTENANCE & REPAIRS	82.56	-
A003620	4250	TELEPHONE & COMMUNICATIONS	-	4.05
A003620	4600	MISCELLANEOUS & CONTRACTUAL	115.70	-
A004020	1100	REGISTRAR OF VITAL STATISTICS	365.36	-
A004020	1300	DEP TOWN CLERK	-	365.36
A005010	1050	HIGHWAY SUPERINTENDENT	-	322.48
A005010	1300	CLERK PT	322.48	-
A005132	2000	EQUIPMENT/CAPITAL OUTLAY	385.00	-
A005132	4120	MISC FIELD/OFFICE SUPPLIES	312.84	-
A005132	4210	HEATING FUEL	-	1,090.65
A005132	4220	ELECTRICITY	-	1,482.71
A005132	4250	TELEPHONE & COMMUNICATIONS	335.29	-
A005132	4260	UTILITY RENTS	46.96	-
A005132	4600	MISCELLANEOUS & CONTRACTUAL	10.56	-
A005410	1000	SIDEWALK LABORER	1,649.36	-
A005410	1500	SIDEWALK LABORER O/T	-	166.65
A007020	1000	COORDINATOR OF COMMUNITY PROGR	7,594.30	-
A007020	1150	RECREATION SUPERVISOR	3,087.01	-
A007020	4100	SUPPLIES & MATERIALS	13.05	-
A007020	4250	TELEPHONE & COMMUNICATIONS	-	13.05

A007110	1200	PERSONAL SERVICES - SEASONAL	-	21,261.94
A007110	1300	PARKS MAINTENANCE	24,122.15	-
A007110	1400	PARKS MAINTENANCE O/T	-	2,860.21
A007110	2000	EQUIPMENT	535.69	-
A007110	4132	EQUIPMENT MAINTENANCE	719.75	-
A007110	4145	VEHICLE & EQUIPMENT DIESEL	1,647.97	-
A007110	4150	VEHICLE & EQUIPMENT GASOLINE	2,320.51	-
A007110	4155	BUILDING & GROUNDS MAINTENANCE	2,827.88	-
A007110	4220	ELECTRICITY	28.41	-
A007110	4250	TELEPHONE & COMMUNICATIONS	-	147.26
A007110	4260	UTILITY RENTS	-	12,538.17
A007110	4265	PROPERTY TAXES	224.97	-
A007110	4300	INSURANCE	-	5,294.78
A007110	4600	MISCELLANEOUS & CONTRACTUAL	86.58	-
A007110	4610	DOG PARK WASTE REMOVAL	126.00	-
A007140	4155	BUILDING & GROUNDS MAINTENANCE	625.00	-
A007140	4210	HEATING FUEL	455.66	-
A007140	4220	ELECTRICITY	-	4,277.55
A007140	4600	MISCELLANEOUS & CONTRACTUAL	1,978.03	-
A007180	1300	TOWN POOL PUBLIC SWIM	-	10.21
A007180	1375	TOWN POOL CONCESSION STAND	-	753.22
A007180	4220	ELECTRICITY	-	340.56
A007180	4250	TELEPHONE & COMMUNICATIONS	-	4.51
A007180	4260	UTILITY RENTS	-	215.67
A007180	4600	MISCELLANEOUS & CONTRACTUAL	570.95	-
A007182	1325	PERSONAL SERVICES- SWIM TEAM	-	2,743.51
A007182	4600	MISCELLANEOUS & CONTRACTUAL	13.94	-
A007185	1200	DRIVING RANGE STAFF - P/T	3,482.79	-
A007185	4600	MISCELLANEOUS & CONTRACTUAL	328.54	-
A007311	1480	FALL SOCCER PROGRAM	-	1,379.26
A007311	4680	FALL SOCCER - MISCELLANEOUS	1,050.72	-
A007313	1482	SPRING SOCCER PROGRAM	-	2,351.76
A007313	4682	SPRING SOCCER - MISCELLANEOUS	1,793.00	-
A007314	1484	PLAYGROUND PROGRAM	-	4,892.17
A007314	4250	TELEPHONE & COMMUNICATIONS	1,000.00	-
A007314	4684	PLAYGROUND PROG -MISCELLANEOUS	54.70	-
A007319	4300	INSURANCE	222.00	-
A007319	4686	OTHER YOUTH - MISCELLANEOUS	2,535.00	-
A007319	4687	BASEBALL CAMP - MISCELLANEOUS	1,639.23	-
A007610	1100	PERSONAL SERVICES	1,547.37	-
A007610	1300	SENIOR PROGRAM STAFF - P/T	-	1,116.59
A007610	4250	TELEPHONE & COMMUNICATIONS	-	430.78
A008010	1000	INFORMATION PROC. SPECIALIST	-	2.60
A008010	1275	CODE ENFORCEMENT OFFICER	-	4,578.06
A008010	1300	ZONING/CODE ENFORCEMENT	-	6,909.20
A008010	1400	PERSONAL SERVICES	4,578.06	-
A008010	4180	LEGAL ADVERTISING/RECORDING	2.60	-
A008010	4250	TELEPHONE & COMMUNICATIONS	9.86	-
A008020	1200	ASSISTANT PLANNER	304.00	-
A008020	1300	ACCOUNT CLERK	40.45	-
A008020	1400	INFORMATION PROC. SPECIALIST	-	9.86
A008020	1425	TEMPORARY SEASONAL LABORERS	5,064.75	-
A008020	4500	CONSULTANT SERVICES	1,500.00	-
A008090	4602	CAC E/V CHARGING FEES	1,961.09	-
A008140	4610	ENGINEERING - MISCELLANEOUS	-	171.60
A008160	4260	WATER RENTS	-	963.89
A008160	4300	INSURANCE	-	162.20
A008160	4600	MISCELLANEOUS & CONTRACTUAL	-	450.00

A008163	1200	YARD WASTE DISPOSAL	-	78,609.12	
A008163	1500	YARD WASTE DISPOSAL O/T	-	15,905.34	
A008163	4025	TIPPING FEES	15,691.94	-	
A009010	8000	A00 - NYS RETIREMENT	78,609.12	-	
A009015	8000	A00 - POLICE RETIREMENT	63,170.25	-	
A009030	8000	A00 - SOCIAL SECURITY	-	63,170.25	
A009040	8000	A00 - WORKERS COMP	640.53	-	
A009050	8000	A00 - UNEMPLOYMENT INS	-	640.53	
A009060	8000	A00 - HEALTH INSURANCE	94,396.60	-	
A009060	8050	A00-RETIREE HEALTH INSURANCE	-	87,858.40	
A009065	8000	A00 - DENTAL INSURANCE	-	6,538.20	
A009070	8000	A00 - VISION INSURANCE	239.86	-	
A009089	8000	A00 - VACATION EXCHANGE	-	116.45	
A009089	8100	A00 - EMP. ASSIST. PROGRAM	-	123.41	
			497,685.65	497,685.65	0.00

HIGHWAY FUND

		APPROPRIATIONS	DECREASE	INCREASE	TOTAL
D005112	1000	PERMANENT IMPROVEMENTS-SUMMER	-	71,446.87	
D005112	4160	SAND & GRAVEL	204.64	-	
D005112	4250	TELEPHONE & COMMUNICATIONS	-	204.64	
D005112	4415	ASPHALT	71,466.87	-	
D005112	4420	RENTAL OF MACHINERY	1,159.21	-	
D005112	4600	MISCELLANEOUS & CONTRACTUAL	-	1,159.21	
D005130	1000	HIGHWAY MACHINERY REPAIRS	-	30,177.48	
D005130	1100	HIGHWAY MACHINERY O/T	880.75	-	
D005130	2000	EQUIPMENT & MACHINERY	1,090.37	-	
D005130	4137	MACHINERY REPAIRS	8,680.30	-	
D005130	4250	TELEPHONE & COMMUNICATIONS	121.53	-	
D005130	4600	MISCELLANEOUS & CONTRACTUAL	1,807.27	-	
D005142	1000	SNOW REMOVAL	17,577.26	-	
D005142	4150	VEHICLE & EQUIPMENT GASOLINE	2,974.60	-	
D005142	4250	TELEPHONE & COMMUNICATIONS	-	298.33	
D005142	4300	INSURANCE	-	2,676.27	
D009050	8000	D00 - UNEMPLOYMENT INS.	56.95	-	
D009055	8000	D00 - DISABILITY INSURANCE	-	56.95	
D009060	8000	D00 - HEALTH INSURANCE	5,768.49	-	
D009060	8050	D00- RETIREE HEALTH INSURANCE	-	6,940.92	
D009065	8000	D00 - DENTAL INSURANCE	4,003.47	-	
D009089	8000	D00 - VACATION EXCHANGE	-	2,831.04	
			115,791.71	115,791.71	0.00

S01 FUND

		APPROPRIATIONS	DECREASE	INCREASE	TOTAL
S018110	1000	S01 ADMINISTRATION- 3WAY SPLIT	195.60	-	
S018110	1400	PERSONAL SERVICES	-	195.60	
S018120	4150	VEHICLE & EQUIPMENT GASOLINE	309.36	-	
S018120	4210	HEATING FUEL	-	81.79	
S018120	4220	ELECTRICITY	-	227.57	
S019010	8000	S01 - STATE RETIREMENT	2,221.69	-	
S019030	8000	S01 - SOCIAL SECURITY	-	2,221.69	
S019060	8000	S01 - HEALTH INSURANCE	1,723.35	-	
S019060	8050	S01- RETIREE HEALTH INSURANCE	-	1,723.35	
			4,450.00	4,450.00	0.00

12/31/2025 BUDGET MODIFICATIONS

S06 FUND

		APPROPRIATIONS	DECREASE	INCREASE	TOTAL
S068110	1000	S06 ADMINISTRATION - 3WAY	669.02	-	
S068110	1400	PERSONAL SERVICES	-	669.02	
S068130	1000	S06 OPERATIONS	12,515.92	-	
S068130	1100	S06 OPERATIONS O/T	-	12,515.92	
S068130	4134	EQUIPMENT MAINTENANCE CONTRACT	6,683.83	-	
S068130	4136	VEHICLE MAINTENANCE & REPAIRS	815.88	-	
S068130	4210	HEATING FUEL	-	815.88	
S068130	4220	ELECTRICITY	2,541.21	-	
S068130	4250	TELEPHONE	10.17	-	
S068130	4300	INSURANCE	1,971.51	-	
S068130	4450	PAYMENTS TO OTHER GOVERNMENTS	2.15	-	
S068130	4520	ENGINEERING SERVICES	1,860.50	-	
S068130	4600	MISCELLANEOUS & CONTRACTUAL	22,716.46	-	
S068130	4650	SLUDGE DISPOSAL	-	35,785.83	
S069050	8000	S06 - UNEMPLOYMENT INSURANCE	87.71	-	
S069055	8000	S06 - DISABILITY INSURANCE	-	87.71	
S069060	8000	S06 - HEALTH INSURANCE	1,533.31	-	
S069060	8050	S06- RETIREE HEALTH INSURANCE	-	1,257.47	
S069065	8000	S06 - DENTAL INSURANCE	-	275.84	
			51,407.67	51,407.67	0.00

W01 FUND

		APPROPRIATIONS	DECREASE	INCREASE	TOTAL
W018310	1000	W01 ADMINISTRATION 3-WAY	864.63	-	
W018310	1400	PERSONAL SERVICES	-	864.63	
W018320	1000	W01 PLANT OPERATORS	-	18,492.97	
W018320	1100	W01 PLANT OPERATORS O/T	7,839.15	-	
W018320	2000	EQUIPMENT/CAPITAL OUTLAY	8,045.74	-	
W018320	4130	EQUIPMENT REPAIRS	2,608.08	-	
W018320	4220	ELECTRICITY	87.72	-	
W018320	4250	TELEPHONE	-	87.72	
W018340	4155	BUILDING & GROUNDS MAINTENANCE	205.69	-	
W018340	4210	HEATING FUEL	-	205.69	
W018340	4220	ELECTRICITY	79.56	-	
W018340	4250	TELEPHONE	-	79.56	
W019060	8000	W01- HEALTH INSURANCE	8,452.35	-	
W019060	8050	W01 - RETIREE HEALTH INSURANCE	-	8,452.35	
			28,182.92	28,182.92	0.00

Resolution No. 2026 – 53

A RESOLUTION AMENDING THE ADOPTED PART TIME NON-REPRESENTED EMPLOYEE SALARY SCHEDULE FOR 2026

The following resolution was offered by **Supervisor Cassady-Dorion,** who moved its adoption, and seconded by

BE IT ENACTED, by the Town Board of the Town of Niskayuna, as follows:

RESOLVED, that this Town Board does hereby adopt, in amended form, the Town of Niskayuna Part-Time Employees 2026 Salary Schedules, as prepared by the Town Comptroller's Office, attached hereto and made a part hereof, as the compensation to be paid during 2026 for the execution of duties by the employees listed therein; and be it

FURTHER RESOLVED, that the Town Comptroller is hereby authorized and directed to make such line-item transfers deemed necessary in the 2026 adopted budgets of the Town of Niskayuna to conform with the attached employee salary schedule.

			2026 Hourly Rate		Stipend
BOUR, ROBERT	VAN DRIVER		$22.00		
CANNIZZO, MARION EDITH	RECREATION LEADER		$23.59		
CARROLL, MICHELE	DEPUTY TOWN CLERK		$24.00		
CASTLE, MAURA	DEPUTY TOWN CLERK		$20.00		
HERCHENRODER, BRUCE	DOG CONTROL OFFICER		$25.00		
JACKSON, ISMAIIL	CLEANER		$20.00		
LOHRE, JULIA	RECREATION SUPERVISOR		[~~$28.02~~]	$29.44	
MACKINTOSH, BARBARA	SCHOOL TRAFFIC OFFICER		$20.00		
MCPARTLON, ROBIN	RECREATION LEADER		$23.59		
O'DONNELL, DIANE	DEPUTY TOWN CLERK		$25.00		
OLSEN, PAUL	VAN DRIVER		$20.00		
PELLAND, DOROTHY	RECEPTIONIST		$21.00		
RUSSELL, GARY	RECREATION ATTENDANT		$15.00		
SCHONEWOLF-O'BRIEN, LINDA	RECREATION LEADER		$24.98		
SEROTTA, JOHN	CLERK P/T		$25.00		
SIMON, CATHLEEN	RECREATION LEADER		$15.00		
WALSH, JAMES	CLERK P/T		$25.00		
WILLIAMS, KENNETH	CLERK P/T		$25.00		
STEPULE, JESSICA	DEPUTY TOWN ATTORNEY		$45.00		

Resolution No. 2026 – 54

A RESOLUTION AMENDING RESOLUTION NO. 2026-27

The following resolution was offered by **Supervisor Cassady-Dorion**, who moved its adoption, and seconded by

BE IT ENACTED, by the Town Board of the Town of Niskayuna, as follows:

WHEREAS, the Superintendent of Highways has advised of the need for mold remediation in Town Hall; and

WHEREAS, the Superintendent of Highway has recommended awarding the agreement to the contractor providing the lowest quote and complying with Town specifications; and

WHEREAS, the Finance Committee concurs with this recommendation.

NOW, THEREFORE, be it

RESOLVED, that this Town Board does hereby authorize mold remediation at Town Hall to be performed by [~~Quick Response Restoration~~] EECG, on an emergency basis, at a cost not to exceed [~~$28,000~~] $11,317.

ESTIMATE

Prepared For

Cara Parks
One Nickayuna Circle
Niskayuna, Ny 12309
(518) 386-4506

EECG : Brian Walloch

Expert Environmental & Construction Group,
Rochester | Syracuse | Albany | Poughkeepsie
Phone: (800) 397-7914
Email: brian@expertenv.com
Web: www.expertenv.com

Estimate #	25-BW5560
Date	07/30/2025
Business / Tax #	47-4218485

Description

Mold Remediation - Scope of Work Plan

Office Space:

Have certified mold assessment confirm the following scope of work:

$11,317.00 = Day 1: Initial Setup and Attic Remediation
Step 1: Wear Appropriate PPE
● Tasks:
○ Ensure all workers are wearing proper Personal Protective Equipment (PPE):
■ Full mold-resistant suit (disposable or reusable)
■ Rubber gloves (disposable)
■ N95 or P100 respirator (with HEPA filters)
■ Safety goggles or face shield
■ Protective footwear
● Purpose:
○ To prevent exposure to mold spores and harmful chemicals.
Step 2: Set Up Containment
● Tasks:
○ Install containment barriers using 6 mil poly sheeting.
○ Cover items with 4 mil poly
○ Isolate attic areas from the rest of the structure.
○ Isolate supervisor office areas from the rest of the structure.
○ Isolate deputy chief/admin office areas from the rest of the structure.
○ Instal zipper door for access
○ Set up negative air machine
● Purpose:
○ To prevent cross-contamination of mold spores to unaffected areas and protect

belongings.
Step 3: HEPA Vacuum
● Tasks:
○ Use HEPA vacuum on contaminated attic drywall, sheathing, and ceiling tiles
○ Use HEPA vacuum on contaminated drywall in cara's office and sheathing
● Purpose:
○ To remove mold spores, debris, and surface contamination before applying disinfectant.
Step 4: Apply Disinfectant (Shockwave RTU)
● Tasks:
○ Removed affected drywall in 2 feet in all directions where contaminated
○ Removed affected ceiling tiles
○Bag all contaminated drywall and ceiling tiles
○ Apply Shockwave RTU disinfectant to sheathing and hvac diffusers
○ Use scrub brushes to assist with cleaning.
○ Dawn dish soap may be used to help lift stubborn stains.
● Purpose:
○ To kill mold spores and clean residual staining from wood surfaces.
Step 5: Encapsulate (24-7 Zero)
● Tasks:
○ Apply 24-7 zero on sheathing of areas where drywall was removed
○ 2 Coats minimum
● Purpose:
○ Add an extra barrier to stop mold contamination
Day 2: Final Cleanup and Containment Removal
Step 5: Final Cleanup and Take Down Containment
● Tasks:
○ Once post-remediation inspection is passed, remove all containment materials.
○ Conduct a final cleanup of the entire work area.
○ Remove equipment and dispose of any waste material per regulations.
● Purpose:
○ To return the space to normal use and ensure no further contamination remains.
Total Time:
● Day 1: PPE, containment setup, disinfection, encapsulation
● Day 2: Final inspection cleanup and containment removal
Excluded Work:
● Mechanical cleaning of Hvac
● Roof leak
● Any additional work not specifically stated in the work plan

*ACCESSIBILITY DISCLAIMER: Treatment of mold will be made to accessible areas only. Areas that are inaccessible to properly contain the mold for removal OR will cause a safety concern for the abatement worker OR will cause a safety concern for the building will not be handled as part of this proposal and is not the responsibility of EECG. Mold may have previously grown into and within wall cavities/voids/cracks/crevices/wiring holes/duct plenums/etc. not at the responsibility of EECG. Our scope of work includes removing the accessible mold only, it does not include us dismantling framing members, cavities, wall coverings, flooring systems, soffits, voids or digging/drilling to access the mold and is not the responsibility of EECG. Inaccessible areas such as soffits/framing members/behind wall coverings/scuttle holes/flooring systems/cantilevers/etc.
are not part of our work area and can not be properly cleaned/visually inspected without dismantling

and is not included in this cost estimate and not at the responsibility of EECG.

Mold Remediation - Customer Preparation

Customer must have all work area(s) cleaned and clear of personal items prior to our arrival. If there are heavy, fixed appliances or furniture please discuss prior to arrival on making arrangements with these items. Pre-cleaning (sweeping, vacuuming, and/or wiping) of the work area(s) may be necessary for proper application, please discuss prior to arrival for any questions or clarification.

Mold Remediation - Negative Air Containment

Contain work area with 6mil polyethylene sheeting, t-flap doorway and establish/maintain negative air pressure throughout duration of project. Breakdown upon completion.

Mold Remediation - Treatment

Apply mold stain remover and EPA registered disinfectant to all rafters and sheeting throughout attic where necessary. We apply an approved stain removing agent to the identified areas where necessary, depending on the substrate condition and age of staining, will determine the overall effectiveness in removing 100% of the existing stains. The stain removing agent will be applied to a point of saturation and repeated if necessary to allow for optimal stain removing. An approved disinfectant solution is then applied to all surfaces and fogged within the containment area for 100% spore removal and disinfection. Upon successful visual confirmation by certified supervisor we will breakdown containment and demobilize.

Mold Remediation - Third Party Scope of Work Verification

Additional Remediation Cost Consideration: *Assessment/Visual Inspection and/or Sampling (By Independent Third Party, NOT INCLUDED IN ESTIMATE, must be hired directly by owner / owner's agent) The owner/owner's agent will need to independently verify costs and independently hire the consulting firm to perform their scope of work according to NYSDOL Labor Law - Article 32: Mold Inspection, Assessment and Remediation.

Mold - Assumptions

The pricing for this project is based upon the following assumptions:
*Customer shall have all areas clear for remediation prior to arrival.
*All work under adherence to local, state and federal requirements.
*Expert Environmental to provide disposal costs/manifest documentation as necessary.
*Owner responsible for all 3rd party monitoring and costs where necessary.
*You may experience staple and duct tape markings due to necessary containment barriers, EECG will attempt to minimize damages but is not responsible for any repairs.
*Owner to provide all water and temporary electric connections to complete this project.
*Work area electrical lockouts and HVAC isolations to be provided by certified others where necessary.
*Owner to provide all temporary heating/cooling and fuel if necessary to complete this project.
*Pricing is based upon the complete award of this phase of work. All work is to be completed in one mobilization.
*Pricing assumes no additional hazardous materials (i.e. Asbestos, Lead, PCBs, etc.) to remove the mold.
*Pricing is based upon confirmatory site condition visitation and issuance of contract prior

to award.
*All work is to be assumed non-union participation. Wages based upon private wage rates.
*Prices are based upon eight-hour or ten-hour, on site and non-overtime working shifts, Monday through Friday. Night, weekend, holiday shifts or any variation of schedule shall require additional compensation.
*Price does not include sales tax if applicable for this project. Quote may be withdrawn if not accepted within 30 days.
*Terms and Conditions on subsequent pages are part of this agreement. No retainage is to be held.

Subtotal	$11,317.00
Total	**$11,317.00**

A+ BBB RATING - 20 Years Experience - Federal & State Certified - 5 Star Reviews - Insured Staff

MMR-MOLD STAIN REMOVER

FAST MOLD REMOVAL .com

WHY USE MMR?

- **MMR** is preferable to most available mold stain removers, including hydrogen peroxides. It provides great stain removing capabilities.
- **MMR** is formulated for the porous nature of wood and similar building materials.
- **MMR** covers approximately 250 surface ft/g.
- **MMR** is biodegradable and non-flammable.
- **MMR** can be easily sprayed in attics and crawl spaces. It's not disruptive like media blasting and does not require insulation removal.
- **MMR** also works great on masonry, composite decking, hardiboard, etc.



DESCRIPTION:
Commercial grade mold stain remover formulated to remove mold stains present on wood and other hard surfaces.

ACTIVE:
A proprietary blend of EPA registered ingredients including surfactants and an aggressive hypo-chlorite solution.

BENEFITS:
Eradicates mold stains on contact. Ideal for unconditioned areas like crawl spaces and attics. Ready-to-Use formulation.



SHOCKWAVE DISINFECTANT & CLEANER

SHOCKWAVE RTU DISINFECTANT & CLEANER

Available in READY-TO-USE & CONCENTRATE Formulas

ANTIMICROBIAL • BACTERIOSTAT • BIOCIDE
CLEANER • DEODORIZER • DISINFECTANT
FUNGICIDE • MILDEWSTAT • SANITIZER • VIRUCIDE

Why Shockwave

When demonstrating efficacy ShockWave was tested successfully in the presence of a 98% organic soil load as opposed to the EPA minimum and industry norm of 5%. In these conditions a "real world" situation is more closely replicated in the laboratory, where organic matter does not self-dilute down to 5%. Although the EPA does not require such extreme testing, and no other manufacturer attempts this, it is the only way to demonstrate how effective a product will be when used in actual field conditions.



ShockWave Properties

- Active Ingredient: Quaternary Ammonium Chlorides
- Odor: Light Fragrance
- ph: 10-12
- Dilution (Concentrate): 2 oz per gallon
- Storage/Stability : 2 Years
- Packaged (Concentrate): One Gallon & 10 oz.
- Packaged (RTU): One & Five Gallon

Efficacy & Use

Over 130 organism kill claims

ShockWave is EPA Registered to kill more organisms than any other product including: Aspergillus niger, MRSA, Norwalk Virus, Avian Influenza, Candida albicans and Streptococcus pneumoniae.

ShockWave is EPA Registered for use in water damage restoration, carpet sanitization, sewer backups (black water & gray water), on porous & non porous materials, food contact and non-food contact surfaces, and in food processing areas.

*Read label for complete list of claims and application instructions.
© 2006 Fiberlock Technologies

FIBERLOCK TECHNOLOGIES
www.fiberlock.com
800-342-3755











IICRC
Institute of Inspection Cleaning and Restoration Certification

Certified Firm

2020

be it known that:

EXPERT ENVIRONMENTAL & CONSTRUCTION GROUP, LLC

is registered with the IICRC and has pledged to maintain an awareness of and knowledge about the IICRC's published standards relevant to the Certified Firm's operations; will seek and promote educational training for technicians to enhance proficiency; provide service that results in elevated levels of customer satisfaction; be prompt; conduct business with honesty, integrity and fairness; build consumer confidence in the industry; and, promote good relations with affiliate industries.

Kevin Pearson
Chairman of the Board

179053
Company #
12/31/2020
Valid Through



WE ARE YOUR DOL

Department of Labor

NEW YORK STATE - DEPARTMENT OF LABOR
DIVISION OF SAFETY AND HEALTH
LICENSE AND CERTIFICATE UNIT
STATE CAMPUS BUILDING 12

Mold Remediator Company License

Expert Environmental & Construction Group LLC
620 Park Ave, Suite 135
ROCHESTER, NY 14607

LICENSE NUMBER: 00103
DATE OF ISSUE: 1/18/2022
EXPIRATION DATE 1/31/2024

This license is valid only for the contractor named above.

Amy Phillips, Director
FOR THE COMMISSIONER OF LABOR

EXCELSIOR

This Contract, made in compliance with New York General Business Law, Article 36-A, is entered into as of the date first written above between the Owner (listed above) and Contractor (Expert Environmental & Construction Group, LLC).

Material Safety Data Sheets (SDS) are updated, located and accessible online for your reference at www.expertenv.com/safetylabels. If you require to have a printed copy issued of any or all materials please make a representative aware of this request.

1. DEPOSIT OF PAYMENTS: Unless the Contractor is paid on a time and materials basis, the Contractor shall deposit any payments received by the Owner prior to substantial completion in Canandaguia National Bank within five business days of receipt of the payment. Contractor shall not withdraw any portion of such payments in excess of the amount shown in the above Schedule of Payments. Payment is due within five (5) days after each phase is complete, if applicable, and/or after final completion.
2. CONTRACT PERIOD: The approximate dates when the work will begin is as outlined in the estimate and mutually agreed upon in writing. Substantial completion means that the project, although not complete in all respects, is usable for its intended purpose.
3. CONTINGENCIES: Any contingencies or possible events, which the parties are aware of, that might materially delay the approximate completion date are listed as outlined in the estimate and mutually agreed upon in writing. The services outlined have a completion date that is not of the essence.
4. UNCONTROLLABLE DELAYS: If the Contractor is delayed in the progress of the work by labor disputes, fire, acts of God, unusual delay in transportation or availability of materials, unusually adverse weather or any other causes beyond the Contractor's control, the date(s) for Contractor's performance shall be equitably extended.
5. UNSEEN CONDITIONS: In the event Contractor encounters concealed conditions in the performance of the work, which differ materially from the conditions indicated in the contract documents or from those conditions ordinarily found in similar work, or if the Contractor is unable to access the work area due to obstructions of any kind, the Contract amount and time shall be subject to equitable adjustment.
6. CONTRACTOR SERVICES: Contractor agrees to perform the work in a professional and workman-like manner, using the Contractor's best skill and attention; to provide and pay for labor, materials, taxes, tools, transportation and other services necessary for proper completion of the work. The procurement of all required permits, fees and inspections, however, shall remain the Owner's responsibility. The Contractor shall keep the Owner's premises and surrounding area free from accumulation of debris and trash related to the work.
7. SAFETY: Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with the performance of the work.
8. WARRANTIES: Contractor warrants to the Owner that (1) material and equipment furnished by the Contractor shall be of good quality, (2) the work will be free from defects, (3) the work will conform to the requirements of the Contract, and (4) for a period of six months after substantial completion the Contractor shall correct any work found to be defective.
9. CHANGE IN WORK: Should the Owner order changes in the work consisting of additions, deletions or changes, the Contract amount and time will be adjusted accordingly. This Contract may only be amended or modified by written agreement signed by both the parties.

10. MECHANICS' LIENS: The contractor or subcontractor who performs on the contract, or the materialman who provides home improvement goods or services and is not paid, may have a claim which may be enforced against the Owner's real property in accordance with applicable lien laws. Any contractor, subcontractor, or materialman who provides home improvement goods or services pursuant to your home improvement contract and who is not paid may have a valid legal claim against your property known as mechanic's lien. Any mechanic's lien filed against your property may be discharged. Payment of the agreed-upon price under the home improvement contract prior to filing a mechanic's lien may invalidate such lien. The owner may contact an attorney to determine his rights to discharge a mechanic's lien.
11. OWNER'S RIGHT OF CANCELLATION: In addition to any right otherwise to revoke an offer, the Owner or his/her representative may cancel this Contract until midnight of the third business day after the day on which the Owner signed the Contract. Cancellation occurs when written notice of cancellation is deposited in a mailbox properly addressed and postage prepaid. Notice of cancellation is sufficient if it indicates the intention of the Owner not to be bound. Owner's right of cancellation does not apply to a transaction in which the Owner has initiated contact with the Contractor, the home improvement is needed to meet a true emergency of the Owner, and the Owner furnished the Contractor with a separate dated and signed personal statement in the Owner's handwriting describing the situation requiring immediate remedy and expressly acknowledging and waiving the right to cancel the Contract within three business days.
12. SUSPENSION AND TERMINATION: If payments are not made when due Contractor may suspend work on the Contract until all due payments have been received, or upon an additional five days' notice to Owner may terminate this Contract. Owner agrees to reimburse Contractor for Contractor's costs and expenses, including reasonable attorneys' fees, incurred by Contractor to enforce its rights under this Contract.
13. INDEMNIFICATION: To the fullest extent permitted by law, the Owner agrees to indemnify and hold the Contractor harmless from and against any claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from Contractor's performance of the work, provided that such claims, damages, loss or expenses are attributable to bodily injury, sickness, disease or death, or to damage to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom but only to the extent caused in whole or in part by negligent acts or omissions or the Contractor, a subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
14. OTHER TERMS AND CONDITIONS: As outlined in the estimate and mutually agreed upon in writing.
15. ENTIRE AGREEMENT: This Contract represents the entire agreement between the parties, and supersedes all prior negotiations, representations or agreements, either written or verbal.
16. ACCESS AND PROPERTY MOBILIZATION: EECG must have clear access to the workspace at all times. In addition, the owner or owner's agent must follow all prep instructions prior to mobilization. Failure to do so may result in additional costs.
17. ENVIRONMENTAL TESTING: All building materials must be tested for potential regulated building material hazards if certain renovation and/or demolition activities are to occur as part of this agreement. The owner or owner's agent(s) agrees to provide such certified testing results or provide access and pay an additional fee for EECG to provide such testing services prior to any renovation and/or demolition.
18. CHANGES & ADDITIONS OF WORK: Any additional findings or variations in the original scope

of work will be billed accordingly with notification made to owner or owner agents and prior to performing the additional work. Prices are based upon eight-hour working shifts, Monday through Friday. Night, weekend, holiday shifts or any variation of schedule shall require additional compensation. All labor wages are based upon non-prevailing rates unless otherwise noted.

19. CANCELLATION: Shall be done at least 48 hours prior to any scheduled appointment otherwise the customer will be charged for the service, including any applicable mark-up, fees, and/or associated costs. In the case of emergency services calls where the pricing on this agreement is listed as TBD (to be determined) or left blank both parties agree that the Xactimate © pricing methodology based upon square foot measurement and standard industry charges will be the preferred pricing model and will be used for all services rendered unless otherwise agreed upon.

20. HAZARDOUS MATERIAL ABATEMENT (Mold, Asbestos, Radon, VOCs, Lead, PCB's, Contaminated Soil, Sewage, Bio-Hazardous, etc.) SPECIFICATIONS: EECG is not responsible for hazardous containing materials found on site unless specifically contracted for their abatement as described in the scope of work of this estimate.

21. FUTURE DAMAGE AND SERVICES: EECG is not responsible and does not guarantee against present or future damage to the building/property or contents, or provide for the repair and replacement thereof.

22. LIMITATION OF LIABILITY: The Customer expressly releases EECG for liability for personal injury or property damage (to include the structure or contents) caused by any remediation or abatement activities, except to the extent caused solely by EECG's own negligence. The Customer agrees that under no circumstances shall EECG be liable for any amount greater than the amount paid to EECG. In no event will EECG be responsible for consequential damages for loss of use of property. Any claim by the Customer for damages must be made in writing within one (1) year of the incident at issue or it will be deemed waived.

23. DISCLAIMERS: The guarantees as specifically stated in this Agreement is in lieu of any other guarantee, warranty, express or implied, including any warranty of habitability, merchantability or fitness for a particular purpose. Air quality testing and surface/bulk sampling performed by EECG are for informational purposes only and performed to determine the presence of mold/asbestos/lead-based paint/radon, etc. Further certified testing can be chosen if so requested. Quantified results in no way represent a health-related report, nor do we present the findings as a health-related report. Individuals with health problems that appear to be related to an environmental pollutant should see their physicians for a referral to professionals who are trained in occupational/environmental medicine or related specialties and are knowledgeable about these types of exposures. Decisions about removing individuals from an affected area must be based on the results of such medical evaluation. EECG representatives cannot determine whether or not an individual should remain in the affected area. EECG does not warranty or guarantee against clearance air quality testing post-remediation unless expressly stated in the original scope of work. EECG clearance post-remediation applies strictly to the treated surfaces, not the air quality, unless otherwise stated in the scope of work. EECG shall not claim responsibility for any health issues related to the process of the testing, environmental changes, and remediation. The owner/occupant is responsible for monitoring and inspecting the degree of reasonable control and keeping EECG informed of any changes in condition of the remediation process. EECG is not responsible for state and local codes and findings regarding health problems from the existing structure. EECG is not responsible for informing the

owner/occupant of what conditions will or will not relate to health issues. This treatment is not a medical or health inspection, we will only identify and treat conditions that we expressly agree to identify and treat, and for which we are licensed.
24. CHANGES IN LAW: EECG performs its services in accordance with the requirements of federal, state and local law. In the event of a change in existing law, as it pertains to the services herein, EECG reserves the right to revise the service charge or terminate this Agreement.
25. DEFAULT: In the case of non-payment or breach by the customer, EECG has the right to terminate this Agreement and demand full payment owed, plus any applicable interest, costs and fees including but not limited to reasonable attorney's fees.
26. SALES TAX: Sales tax exempt certificates or capital improvement certificates must be submitted and approved or else sales tax will be charged for applicable services rendered. All professional consulting services provided are sales tax exempt in accordance of the appropriate tax laws.
27. APPLICABILITY OF CAPITAL IMPROVEMENT: A capital improvement to real property is an addition or alteration to real property that: (a) substantially adds to the value of the real property or appreciably prolongs the useful life of the real property, and (b) becomes part of the real property or is permanently affixed to the real property so that removal would cause material damage to the property or article itself, and is intended to become a permanent installation. When you the customer signs this estimate and gives it to the contractor, who accepts it in good faith, it is evidence that the work to be performed will result in a capital improvement to real property. The work performed by the contractor must meet all three of these requirements to be considered a capital improvement. Repair and maintenance relates to keeping real property in a condition of fitness, efficiency, readiness and/or safety or to restoring to such condition. In the case of a project that exclusively constitutes repair or maintenance services only, the project does not qualify as a capital improvement and is subject to sales tax. If a contractor performs work that constitutes a capital improvement, the contractor must pay tax on the purchase of building materials or other tangible personal property, but is not required to collect tax from the customer for the capital improvement. For guidance as to whether a job is a repair or a capital improvement, see Publication 862, Sales and Use Tax Classifications of Capital Improvements and Repairs to Real Property. If a contractor gets a properly completed Form ST-124 from the customer within 90 days after rendering services, and accepts it in good faith, the customer bears the burden of proving the job or transaction was not taxable. If a contractor does not get a properly completed Certificate of Capital Improvement within 90 days, the contractor bears the burden of proving the work or transaction was a capital improvement. The failure to get a properly completed certificate, however, does not change the taxable status of a transaction; a contractor may still show that the transaction was a capital improvement.
By signing this estimate, you the owner certify and understand that:
*I am the owner of the real property identified on this estimate; and
*the work described above will result in a capital improvement to the real property within the guidelines of this estimate; and
*this contract does not include the sale of any tangible personal property that, when installed, does not
become a permanent part of the real property (for example, a free-standing microwave or washing machine).
*I will be responsible for any sales tax, interest, and penalty due on the contractor's total charge for tangible personal property and for labor if it is determined that this work does not qualify as

a capital improvement; and
*I will be required to pay the contractor the appropriate sales tax on tangible personal property (and any associated services) transferred to me pursuant to this contract when the property installed by the contractor does not become a permanent part of the
real property; and
*I will be subject to civil or criminal penalties (or both) under the Tax Law if I issue a false or fraudulent certificate.
28. ARBITRATION: Any Commercial customer (including any Insurance company or third-party claiming through customer) and EECG agree that all matters in dispute between them, including but not limited, to any controversy or claim arising out of or relating to this Agreement or to the identified property in any way, whether by virtue of contract, tort or otherwise, shall be settled exclusively by Arbitration. In the event of arbitration, the Customer shall be responsible for all EECG costs and attorney fees. In the event of a dispute regarding this provision, the parties consent to the personal jurisdiction and venue of the courts of the State of New York. This arbitration provision is only binding to customers/owners/agents contracting a commercial property with EECG.
29. REFUND POLICY: Any refund requests must be made in writing and the response to the request for refunds will also be made in writing. All refunds shall be mailed to Expert Environmental & Construction Group, 620 Park Avenue, Suite 135, Rochester, NY 14607. Be aware any refunds may void any warranty or guarantees made on the property by EECG. EECG will not offer refunds of money for any services performed pursuant to this agreement. Full year programs paid up front are considered serviced and paid in full after our initial treatment and not subject to full or partial refunds.
30. PAYMENT TERMS: Half of the total contract payment is due at time of signing, the remaining balance is due upon the first day of the project. Transfer of contract, sampling, survey documents, etc. payment is due in full prior to transmittal. Ask about our special financing programs for credit card payments and low interest loans to assist funding your project. If your check is returned for non-sufficient funds, you expressly authorize your account to be electronically debited or bank drafted for the amount of the check plus any applicable fees. The use of a check for payment is your acknowledgement and acceptance of this policy and its terms and conditions.

By signing below, I represent that: (1) I am an authorized representative for the service address above and have the authority to bind the contracting party; (2) I have read this Agreement in its entirety, including the Terms and Conditions and I fully and understand the service(s) proposed. The parties agree that this agreement may be electronically signed. The parties agree that the electronic signatures appearing on this agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.

Cara Parks

Resolution No. 2026 - 55

A RESOLUTION MAKING AN APPOINTMENT OF DELEGATES TO NYS ASSOCIATION OF TOWNS (AOT) ANNUAL MEETING

The following resolution was offered by **Councilmember McPartlon**, who moved its adoption, and seconded by

WHEREAS, the Town of Niskayuna is a member of the Association of Towns of the State of New York, and;

WHEREAS, the Annual Business Session was held on February 17, 2026 and;

WHEREAS, Supervisor Cassady-Dorion and Councilmember Sarah Bilofsky will attend the Association of Towns Annual Meeting, now therefore be it;

RESOLVED, that this Town Board does hereby appoint Supervisor Erin Cassady-Dorion as the duly designated Town of Niskayuna delegate and Councilmember Sarah Bilofsky as alternate in the absence of Supervisor Cassady-Dorion, to the NYS Association of Towns Annual Meeting on February 17, 2026 and to cast the vote for the Town of Niskayuna, pursuant to Section 6 of Article III of the Constitution and Bylaws of said Association.

Resolution No. 2026 – 56

A RESOLUTION AMENDING RESOLUTION NO. 2025-200

The following resolution was offered by **Supervisor Cassady-Dorion** who moved its adoption, and seconded by

BE IT ENACTED, by the Town Board of the Town of Niskayuna, as follows:

WHEREAS, the Supervisor advises that it is necessary to amend Resolution No. 2025-200 to reflect the "time-off" package that was offered at time of hire.

NOW THEREFORE, be it

RESOLVED, that this Town Board does hereby amend Resolution No. 2025-200 by adding a "FURTHER RESOLVED" clause as follows:

FURTHER RESOLVED, that this Town Board does hereby agree to provide three (3) personal days and ten (10) days of paid vacation upon commencement of work with an additional five (5) vacation days after six (6) months of service and an additional five (5) vacation days upon one (1) year of service, after which additional paid vacation time is accrued per the employee handbook.

Resolution No. 2026-57

A RESOLUTION TO FUND HPNAP AND NOURISH NY, RAISE SNAP MINIMUM BENEFITS, PASS GOOD FOOD NY BILL AND FUND LOCAL FOOD COUNCILS

The following resolution was offered by **Supervisor Cassady-Dorion**, who moved its adoption, and seconded by

BE IT ENACTED, by the Town Board of the Town of Niskayuna, as follows:

WHEREAS, it is the vision of the Schenectady County Food Council that all residents of Schenectady County will have consistent, reliable, and equitable access to a sufficient amount of healthy food for themselves and their families; and

WHEREAS, as part of achieving that vision, the Council's Advocacy and Empowerment Working Group empowers all stakeholders in our local food system to advocate for changes at all levels of government; and

WHEREAS, the Schenectady County Food Council has engaged with a wide variety of stakeholders from across our food system to develop the following priorities for the New York State fiscal year 2027 Budget: Supporting legislation A.1318 and S.665 which would guarantee a minimum Supplemental Nutrition Assistance Program (SNAP) minimum monthly benefit of $100; Fully funding the Hunger Prevention and Nutrition Assistance Program (HPNAP) and Nourish NY program at $75 Million each; Passing the Good Food NY bill A.8091A and S.7638A; Funding NY Local Food Councils (LFCs) at $2 Million; and

WHEREAS, the Schenectady County Food Council's Advocacy and Empowerment Working Group sent a letter requesting support of the priorities listed above in the NYS FY 2027 budget to Governor Kathy Hochul; State Senator James Tedisco (NY-44); State Senator Pat Fahy (NY-46); State Assemblymember Phil Steck (NY-110); State Assemblymember Angelo Santabarbara (NY-111); State Assemblymember Mary Beth Walsh (NY-112);

NOW, THEREFORE, BE IT,

RESOLVED, that the Town Board of Niskayuna formally supports the request by Schenectady County Food Council's Advocacy and Empowerment Working Group and encourages the Governor and NYS legislators to address the priorities listed above in the NYS FY 2027 budget.

Resolution No. 2026 - 58

A RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH THE SCHENECTADY COUNTY YOUTH BUREAU AND TO ACCEPT GRANT FUNDS

The following resolution was offered by **Councilmember McPartlon**, who moved its adoption, and seconded by

BE IT ENACTED, by the Town Board of the Town of Niskayuna, as follows:

WHEREAS, the Coordinator of Community Programs has recommended entering into an agreement with the Schenectady County Youth Bureau to provide funding to support youth service programs in the Town of Niskayuna; and

WHEREAS, the Parks and Community Programs Committee and the Finance and General Government Committee concur with such recommendation.

NOW THEREFORE, be it

RESOLVED, that this Town Board does hereby authorize the Supervisor to enter into and execute an agreement with the County of Schenectady, 620 State Street, Schenectady, New York 12305-2114, for the provision of funds from the County of Schenectady to the Town of Niskayuna to support youth service programs, a copy of such agreement being attached hereto and made a part hereof; and be it

FURTHER RESOLVED, that this Town Board does hereby accept the award of $5,000.00 in grant monies from the Schenectady County Youth Bureau to support the program with the Town.

CONTRACT TRACKER

REQUESTING DEPARTMENT: Schenectady Job Training Agency (SJTA)

CONTRACT TYPE: New

ORIGINAL CONTRACT NUMBER:

NAME of PROJECT: 2026 Youth Bureau Town of Niskayuna Recreation YDP

CONTRACTOR/VENDOR: Town of Niskayuna

VENDOR NUMBER FROM MUNIS: 544

IF VENDOR IS NOT IN MUNIS: W9 ATTACHED: No

BUDGET TYPE: Operating

CONTRACT AMOUNT: $5,000.00

EXPENDITURE ACCOUNT CODE: A547310400078

REVENUE ACCOUNT CODE: A37310382008

IS THIS A MULTI-YEAR AGREEMENT? No

IF YES, LEGISLATURE RESOLUTION NUMBER:

CFDA Number: $(CFDANumber}

Federal Award Identification Number:

NYSDOT Number / PIN:

Schenectady County's Standard Provisions and Scope of Work/BID must be attached as an Annexure to all Professional Service and Standard Service Agreements.

The Contractor will carry public liability insurance, property damage insurance, Worker's Compensation insurance and professional liability insurance and shall save harmless the County from all claims, demands and causes of action arising from any act of commission or omission of the Contractor, its agents or employees in the execution of their work under the terms of this agreement including claims relating to labor and material furnished. Certificates of said policies or policy of insurance shall be attached as supporting documentation.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this January 01, 2026, by and between the **COUNTY OF SCHENECTADY, NEW YORK,** a municipal corporation of the State of New York, having its principal offices located at 620 State Street, Schenectady, New York 12305, hereinafter called the "County" and Town of Niskayuna**,** with offices at 1 Niskayuna Circle Niskayuna, New York 12309,hereinafter called the "Contractor".

W I T N E S S E T H:

NOW, THEREFORE, in consideration of the mutual agreements hereinafter contained and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed as follows:

ARTICLE I. TERM OF CONTRACT

The services of the Contractor shall commence on January 01, 2026, and shall terminate on September 30, 2026.

ARTICLE 2. CONTRACT SUM

The County shall pay to the Contractor and the Contractor agrees to accept as full payment for professional services furnished under this Agreement an amount not to exceed the total sum of Five thousand and 00/100Dollars ($5,000.00). The Contractor agrees that if funds allocated to the County, under which this contract is funded, are suspended and/or terminated in whole or in part, funding for this contract shall be reallocated/revised accordingly and/or cease. Scheduled payment is contingent upon satisfactory delivery of the services described in the attached scope of services and reimbursement-based, contingent upon submission of appropriate documentation. Requests for payment to the Schenectady County Finance Department will be submitted on a quarterly basis on the 15th of the month following the end of the quarter in which expenses were made.

ARTICLE 3. PROFESSIONAL SERVICES TO BE PERFORMED

The Contractor shall well and completely perform Professional Services for Counter party will enrich and empower Schenectady County youth through positive youth development programming as outlined in the Scope of Services within this agreement. as described annexed hereto.

ARTICLE 4. CONTRACT DOCUMENTS

The Standard Provisions and Scope of Services that are annexed together with this agreement, shall form the entire agreement between the parties hereto which documents are hereby incorporated herein by reference the same as if they were fully set forth herein.

ARTICLE 5. GENERAL LEGAL RESPONSIBILITY

The Contractor shall comply with all existing and future federal, state and municipal laws, ordinances and regulations, including specified discrimination and labor clauses which such clauses are part of the standard provisions attached and made part of .

ARTICLE 6. CONFLICT OF INTEREST

The Contractor shall not employ an official or employee of the County in connection with this project and shall adhere to the Code of Ethics of the County.

ARTICLE 7. SURETY & INSURANCE

The Contractor shall, at a minimum, carry the following insurance coverage;

Liability Insurance $1 million/occurrence and $3 million/aggregate;
Professional Liability Insurance $1 million; and
Automotive Coverage $1 million.

Certificates of said policy or policies should name the County of Schenectady as additionally insured and shall be delivered to the County by the Contractor prior to the commencement of work.

ARTICLE 8. SUBLETTING AND ASSIGNING CONTRACT

The Contractor shall not assign or transfer the contract or any interest herein without first receiving written approval from the County.

ARTICLE 9. CHANGES IN CONTRACT

Changes to the terms and conditions of this contract shall be permitted only upon written mutual agreement of the County and the Contractor.

ARTICLE 10. OWNERSHIP OF WORK PRODUCTS

All final and written or tangible work products completed by the Contractor shall belong to the County. In the event of premature discontinuance of performance, the Contractor agrees to deliver all existing products and data files to the County.

ARTICLE 11. TERMINATION

It is mutually agreed by the County and the Contractor that this contract may be cancelled by either party by providing a written notice to the other party no later than five (5) business days before the cancellation.

ARTICLE 12. ARBITRATION

In any event and notwithstanding any provisions made in the contract, the parties hereto will submit to arbitration any question or dispute arising between said parties as to the interpretation of any term or condition herein contained or with respect to any matter of compliance or non-compliance with the terms hereof, in accordance with and pursuant to the rules of the American Arbitration Association.

ARTICLE 13. EXTRA WORK

It is understood and agreed between the parties hereto that no claim for damages or extra work shall be made in connection with this work except such as may be ordered in writing and further evidenced by the execution of a supplemental agreement between the County and the Contractor.

ARTICLE 14. SUCCESSORS AND ASSIGNS

All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, this agreement has been approved and duly executed by the parties on the aforesaid day.

COUNTY OF SCHENECTADY, NEW YORK

BY: Jennifer Bargy

CONTRACTOR

BY: Erin Cassady-Dorion

STANDARD PROVISIONS

The parties to the attached contract further agree to be bound by the following, which is hereby made a part of said contract. In the event of any conflict between the provisions of the attached contract and these standard provisions, unless otherwise provided, these standard provisions shall prevail.

I. This contract shall be deemed executory only to the extent of monies appropriated and available for the purpose of the contract, and no liability on account thereof shall be incurred by the County beyond the amount of such monies.

II. The Contractor specifically agrees to adhere to the provisions of the New York State Labor Law Article 8, entitled Public Work and all of the provisions contained therein, including Labor Law Section 220-d entitled "Minimum rate of wage and supplement" and Article 9 entitled Prevailing Wage for Building Service Employees.

III. The Contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:

(a) In hiring of employees for the performance of work under this contract or any subcontract hereunder for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor nor any person acting on behalf of such contractor or subcontractor shall by reason of race, creed, color, sex or national origin, discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

(b) No contractor, subcontractor, nor any person on his behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, sex or national origin.

(c) There may be deducted from the amount payable to the contractor by the county under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the terms or conditions of this section of the contract, and

(d) This contract may be cancelled or terminated by the county or municipality and all monies due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and

(e) The aforesaid provisions of this section covering every contract for or on behalf of the county or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

IV. The Contractor will comply with the provisions of Section 291-299 of the Executive Law and the Civil Rights Law and the Governor's Code of Fair Practice, and any amendments and rules and regulations pursuant thereto, will furnish all information and reports deemed

necessary by the State Division of Human Rights under the law, and will permit access to its books, records and accounts by the State Division of Human Rights, the Attorney General and the Industrial Commissioner for the purpose of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.

V. The Contractor acknowledges that the terms of the contract include the Schenectady Fraud, Waste and Abuse Prevention Policy which is incorporated herein by reference and which is available to Contractor on the internet at www.schenectadycounty.com.

VI. The Contractor, if a medical provider under this contract:

(a) represents and warrants that it is in compliance with all requirements applicable to Medicaid providers, including, but not limited to, the maintenance of a certified Medicaid compliance program for fraud, waste and abuse and further that none of its employees and contractors are an excluded individual or entity as such term is defined under federal or state law;

(b) agrees that it shall submit no bill for payment for which payment would violate sections 1128, 1128A and 1156 of the Social Security Act and 42 CFR1001.1901;

(c) agrees to continue to screen any and all of its employees and contractors to determine if any such person company or entity is an excluded individual or entity;

(d) agrees to provide a list of all employees or contractors with sufficient identifying characteristics to allow the County to perform an independent screening of such persons or entities to determine if they are an excluded individual or entity;

(e) agrees that in the event that any payment made by the County to the Contractor is determined to be in violation of the requirements of sections 1128, 1128A and 1156 of the Social Security Act and 42 CFR1001.1901, the Contractor shall indemnify, save and hold harmless the County of Schenectady, its officers, agents, servants and employees from any and all liability for anything and everything whatsoever arising from loss or damage, penalty or recoupment due to any determination that Contractor, its clients, agents or employees is or was an excluded individual or entity.

VII. The relationship of the Contractor to the County shall be that of independent contractor. The Contractor, in accordance with its status as an independent contractor, covenants and agrees that it neither hold itself out as nor claim to be an officer or employee of the County by reason thereof, make any claim, demand or application to an officer or employee of the County including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or retirement membership or credits.

VIII. Should any claim or demand be made, or any action brought against the County in any way relating to this agreement or the performance thereof, the Contractor agrees to render diligently to the County without additional compensation, any and all cooperation which the County requires of the Contractor. Contractor shall be entitled to reimbursement for expenses incurred in such cooperation.

IX. The Contractor shall indemnify, save and hold harmless the County of Schenectady, its officers, agents, servants and employees from any and all liability for anything and everything whatsoever arising from loss or damage due to any act or omission of the Contractor, its clients, agents or employees.

X. It is expressly understood and agreed by the parties hereto that all claims for payment by the Contractor hereunder are expressly made subject to monies made available to the County therefore, by appropriation or otherwise and that the County shall incur no liability to the Contractor for any such payments beyond the monies so appropriated, or otherwise made available to it.

XI. If this contract is an installment purchase contract, it is not a general obligation of the County. Neither the full faith and credit nor the taxing power of the County are pledged to the payment of any amount due or to become due under such installment purchase contract. It is understood that neither this contract nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of the contract.

XII. The Contractor will carry public liability and property damage insurance and, if this is a construction contract, owners and contractors protective insurance issued by a company authorized to do business in the State of New York, in amounts satisfactory to the County, which shall name the County as a primary non-contributory additional insured.

The Contractor shall also carry disability benefits and workers' compensation insurance. Certificates of workers' compensation insurance shall be delivered on one of the following forms:

- CE-200, Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits coverage; or
- C-105.2 – Certificate of Workers' Compensation Insurance; or
- SI-12 – Certificate of Workers' Compensation Self-Insurance, GSI-105.2 – Certificate of Participation in Workers' Compensation Group Self-Insurance forms:

Certificates of disability benefits coverage shall be delivered on one of the following

- CE-200, Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage; or
- DB-120.1 – Certificate of Disability Benefits; or
- DB-155 – Certificate of Disability Benefits Self-Insurance.

Contractor shall attach to this Agreement certificates of insurance evidencing Contractor's compliance with these requirements.

XIII. Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to have been inserted herein. If any such provision is not inserted, through mistake or otherwise, then upon the application of either party, this Contract shall be physically amended forthwith to make such insertion.

XIV. The Contractor shall keep and maintain efficient, complete and separate books and records concerning any and all costs incurred in the performance of this agreement. Such books and records shall be kept available and maintained in a format for examination by qualified personnel of the County and/or the New York State Department of Audit and Control at all reasonable times and places during the period of execution of this agreement and for six (6) years from the date of final payment thereunder.

If part or all of the performance hereunder is to be conducted through subcontractors with other entities, then the Contractor agrees that it shall make the provisions of this article a formal part of all such subcontracts which shall specifically make reference to the records as noted hereinabove, and that all such records maintained by such subcontractors shall be made available and disclosed to qualified personnel of the County and/or the New York State Department of Audit and Control.

XV. It is understood that this instrument represents the entire agreement of the parties hereto; that all previous understandings are merged herein; and that no modifications hereof shall be valid unless written evidence thereof shall be executed by the party to be charged.

XVI. If any term or provision of this agreement or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

XVII. Any contractor or subcontractor on a public works construction contract with the County of Schenectady, exceeding two-hundred thousand dollars ($200,000.00), shall have an approved apprenticeship program as provided for in Article 23 of the New York State Labor Law and shall so certify on the Apprenticeship Certification Form – Schenectady County Public Works Contract prior to execution of the contract by the County.

XVIII. Any contractor or subcontractor who receives "State Funds" or "State- Authorized-Payments" acknowledges that they must comply with all applicable provisions of Executive Order #38 promulgated by the Governor of the State of New York, including:

1. Individuals/entities that receive SF/SAP to provide Program Services must determine whether they are qualified as a Covered Provider for a Covered Reporting Period (CRP), by using the EO-38 Covered Provider Determination Worksheet located at: https://www.eo38.ny.gov/xo/determinationForm

2. If an individual/entity has determined that it is a Covered Provider (or is projected to qualify as a Covered Provider), it must determine whether it is in compliance with the Administrative Expenses limitations set forth in the regulations. Unless a waiver is granted, the regulations set the limitations on Administrative Expenses that apply to Covered Providers, which can be found at: https://executiveorder38.ny.gov/sites/default/files/documents/EO38ProviderGuidance_10-17-15.pdf.

3. If an individual/entity has determined that it is a Covered Provider (or is projected to qualify as a Covered Provider), it must then determine whether it is in compliance with the Executive Compensation limitations set forth in the regulations, which can be found at https://executiveorder38.ny.gov/sites/default/files/documents/EO38ProviderGuidance_10-17-15.pdf. If an individual/entity has determined that it is a Covered Provider (or is projected to qualify as a Covered Provider), it can then determine whether it is in compliance with the Executive Compensation limitations set forth in the regulations.

4. If an individual/entity has determined that it is a Covered Provider, it must submit an EO #38 Disclosure Form no later than 180 days after the close of their Covered Reporting Period. If a Covered Provider exceeds (or projects that it will exceed) the Administrative Expenses or Executive Compensation limitations, it may submit a timely waiver application no later than submission date of its EO #38 Disclosure Form.

5. If a Covered Provider is found to be out of compliance with the requirements in the regulations, either through the review of an EO #38 Disclosure Form or through failure to submit an EO #38 Disclosure Form, it must comply with all requests and further proceedings with the relevant state agency to comply with EO #38.

XIV. **Title VI Policy Statement:**

It is the policy of the County of Schenectady to prevent and eliminate discrimination in all of its operations and services as well as all aspects of employment. All Department, Divisions, Offices, and Bureaus will plan, develop, and implement their programs and activities so that no person is subjected to unlawful discrimination based on race, color, gender, age, national origin, religion, disability, sexual orientation, marital status, or Vietnam era veteran status.

Schenectady County assures that no person shall on the grounds of race, color, national origin as provided by Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. Schenectady County further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not. In the event that Schenectady County distributes federal aid funds to another government entity, it will include Title VI language in all written agreements and will monitor for compliance.

Title VI Authority:
Title VI of the Civil Rights Act of 1964 is the Federal Law that protects individuals from discrimination on the basis of their race, color or national origin in programs that receive Federal financial assistance.

The Civil Rights Restoration Act of 1987 clarified the broad, institution-wide application of Title VI.

1. Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.
2. Federal Transit Laws, Title 49, United States Code, Chapter 53

3. 49 CFR § 1.51
4. 49 CFR part 21
5. 28 CFR § 42.401 et seq.
6. 28 CFR § 50.3
7. 70 FR 74087, December 14, 2005

Title VI Program and Assurances:
A copy of Schenectady County's full Title VI Program and Assurances Statement is available for download on our website at, http://www.schenectadycounty.com/AffirmativeAction.

Title VI Exhibit 1:
During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Office of the Secretary for Research and Technology (OST-R), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Recipient or the OST-R to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the OST-R, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the OST-R may determine to be appropriate, including, but not limited

to:

a. withholding payments to the contractor under the contract until the contractor complies; and/or
b. cancelling, terminating, or suspending a contract, in whole or in part.

Resolution No. 2026 - 59

A RESOLUTION AWARDING A CONTRACT FOR THE UPFITTING OF POLICE VEHICLES AND AUTHORIZING THE UPFITTING OF (2) POLICE VEHICLES

The following resolution was offered by **Councilmember Brennan**, who moved its adoption, and seconded by

BE IT ENACTED, by the Town Board of the Town of Niskayuna, as follows:

WHEREAS, the Town went out to bid for the upfitting of the Police Department's police vehicles through December 31, 2026; and

WHEREAS, whereas one sealed bid was received in response to the Request for Bids and the sealed bid was publicly opened on April 24, 2025, at 2:00 p.m. at Town Hall, One Niskayuna Circle, Niskayuna, New York; and

WHEREAS, the Police Chief recommends that the contract for vehicle upfitting be awarded to the sole bidder; and

WHEREAS, the Police Chief recommends that the contract for vehicle upfitting be awarded to Bearcom; and

WHEREAS, the Police Chief recommends that the Town upfit two vehicles previously purchased for use in the Town of Niskayuna Police Department; and

WHEREAS, the Police and Public Safety Committee concurs with this recommendation.

NOW THEREFORE, be it

RESOLVED, that this Town Board award a contract for the upfitting of police vehicles to Bearcom of 221 North Greenbush Road, Troy, New York 12180 through December 31, 2026; and be it

FURTHER RESOLVED, that this Town Board does hereby approve and authorize the up-fitting of the two (2) patrol vehicles from Bearcom, 221 North Greenbush Road, Troy, New York 12180, at a total cost not to exceed $29,791.20.

BEARCOM®

NISKAYUNA PD
2025 FORD EXPLORER

Quote Details

Quote Number QSF124512
Created Date 01/20/2026
Expiration Date 03/20/2026
Status Open

Product Name	Part Number	QTY	Price Per Unit	List Price	Discount %	Extended Price
bluePRINT® 500 Series Remote Amp	ENGSA5201	1	$1,194.90	$1,707.00	30.00000000%	$1,194.90
bluePRINT® 500 Series Remote Amplifier with Link, 10-16v, 200 Watt dual-tone						
bluePRINT® Rotary Control Panel	ENGCP18004	1	$299.60	$428.00	30.00000000%	$299.60
Rotary Control Panel with Microphone, compatible with bluePRINT® Control Systems (Remote)						
bluePRINT® 500 Link Vehicle Harness	ENGLNVH018	1	$294.00	$420.00	30.00000000%	$294.00
Vehicle Harness for bluePRINT® 500 with Link with 25' data cable for Ford F-150 2024-2025, Ford Police Interceptor / Explorer 2025						
bluePRINT Sync Module	ENGSYMD01	1	$389.90	$557.00	30.00000000%	$389.90
bluePRINT Sync® Module, includes GPS Antenna, ECE R10 Certified						
Remote Node	ENGND04102	2	$288.40	$412.00	30.00000000%	$576.80
bluePRINT® Remote Node with Magnetic ID						
Harness	ENGHNK05	2	$71.40	$102.00	30.00000000%	$142.80
18 inch Harness Kit for Remote Node						
mpower® Fascia 4"	EMPS200FB-D	4	$213.50	$305.00	30.00000000%	$854.00
Intersector Light - Surface Mount	ENT3W3D	2	$287.70	$411.00	30.00000000%	$575.40
Intersector Surface Mount Light, 9-32 Vdc, White Housing, 16 LEDs, Dual Color - Red/White						

Product Name	Part Number	QTY	Price Per Unit	List Price	Discount %	Extended Price
Bracket	PMP2BKUMB8-P	1	$39.90	$57.00	30.00000000%	$39.90
Under Mirror Mount Bracket Kit (each) for installation on Ford PI Utility 2025-2026 for use with mpower® 3" and 4" Stud and Intersector Surface Mount, Passenger Side						
Bracket	PMP2BKUMB8-D	1	$39.90	$57.00	30.00000000%	$39.90
Under Mirror Mount Bracket Kit (each) for installation on Ford PI Utility 2025-2026 for use with mpower® 3" and 4" Stud and Intersector Surface Mount, Driver Side						
mpower® Fascia 4"	EMPS2009F-8	2	$234.50	$335.00	30.00000000%	$469.00
4" mpower Fascia with Quick Mount 18 LED 9-32 Volt SAE with 8' Pigtail White Housing with Clear Lens RED/BLU/WHT						
Bracket	PMPSABK002	2	$95.20	$136.00	30.00000000%	$190.40



The above picture is only an example of this product family and may not be the exact representation of this part number. Please see the description below for more details.

Grille Mount Bracket 2 Mod Kit for installation on Ford Explorer 2020-2022, Ford Police Interceptor Utility 2020-2026 for use with 3" and 4" Stud Mount, allows the lights to be attached to the front grille, no need to drill holes

Additional Items

The section is for non-SoundOff Items

Product Name	Part Number	QTY	Price Per Unit	List Price	Discount %	Extended Price
INSTALL	LABOR	48	$148.00	$148.00	0.00%	$7,104.00
GRAPHICS	GRAPHICS	1	$1,400.00	$1,400.00	0.00%	$1,400.00
INSTALLATION MATERIALS	HARDWARE	1	$125.00	$125.00	0.00%	$125.00
HARNESS	HARNESS	1	$1,200.00	$1,200.00	0.00%	$1,200.00

Quote Total $14,895.60

X2

$ 29791.20

Resolution No. 2026 - 60

A RESOLUTION AUTHORIZING THE DISPOSITION OF A SURPLUS VEHICLE

The following resolution was offered by **Councilmember Brennan** who moved its adoption, and seconded by

BE IT ENACTED, by the Town Board of the Town of Niskayuna, as follows:

WHEREAS, the Police Chief has advised that there is a surplus vehicle no longer used or needed by the Town; and

WHEREAS, the Police Chief has recommended that such equipment be properly disposed of; and

WHEREAS, the Police and Public Safety Committee and Finance and General Government Committee concurs with this recommendation.

NOW THEREFORE, be it

RESOLVED, that the Police Chief is authorized to dispose of such surplus property as described below:

Year	Make/Model	VIN#
2020	Ford PI Utility	1FM5K8AB6LGD00843

Resolution No. 2026 - 61

A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH SCHENECTADY COUNTY AND AUTHORIZING THE ACCEPTANCE OF FUNDING RELATED TO DISCOVERY AND BAIL REFORM FROM THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES

The following resolution was offered by **Councilmember Brennan**, who moved its adoption, and seconded by

BE IT ENACTED, by the Town Board of the Town of Niskayuna, as follows:

WHEREAS, the Schenectady County District Attorney's Office has notified the Chief that with the 2020 implementation of discovery and bail reform in New York State, the New York State Division of Criminal Justice Services in conjunction with the Manhattan District Attorney's Office sought to provide funding to local police agencies to assist with the increased costs associated with the new reforms; and

WHEREAS, Schenectady County submitted a 2025-2026 Discovery Reform Plan to the NYS Division of Criminal Justice Services (DCJS) with the input of the local police agencies and the plan has since been accepted by DCJS; and

WHEREAS, the funds have been transferred to Schenectady County and the amount of $30,000.00 was allotted to the Town of Niskayuna Police Department and are ready for distribution; and

WHEREAS, the Chief of Police recommends entering into a Memorandum of Understanding with Schenectady County to authorize the acceptance of this funding; and

WHEREAS, the Police and Public Safety Committee and the Finance and General Government Committee recommends entering into a Memorandum of Understanding with Schenectady County and authorizing the acceptance of funding from DCJS related to discovery and bail reform.

NOW, THEREFORE, be it:

RESOLVED, that this Town Board does hereby approve and authorize the Supervisor and Chief of Police to enter into and execute a memorandum of understanding with Schenectady County, such agreement of which is attached hereto and made a part hereof; and be it

FURTHER RESOLVED, that this Town Board does hereby authorize the acceptance of the DCJS funding for bail and discovery reform pursuant to the County of Schenectady's 2025-2026 Discovery Reform Plan in the amount of $30,000.00.

COUNTY OF SCHENECTADY
OFFICE OF THE DISTRICT ATTORNEY
612 STATE STREET
JUDICIAL BUILDING
SCHENECTADY, NEW YORK 12305
Phone (518) 388-4364
Fax (518) 388-4569

DISTRICT ATTORNEY
ROBERT M. CARNEY

January 7, 2026

Chief Jordan Kochan
Niskayuna Police Department
One Niskayuna Circle
Niskayuna, New York 12309

Dear Chief Kochan:

We recently received the formal award from DCJS for our discovery grant. They have awarded us $884,227 which is an increase of $124,000 over last year's award. They also require that at least 67% of the award is to support my office's budget. That amount totals $592,432. The grant also supports one probation officer at $83,000 and $7,500 for the Sheriff's Office.

That leaves a total of $201,295 to be split among the five police departments within the County. That represents an increase from last year's total of $147,327 split among you.

Under this grant the monies are to be spent for any costs that you continue to bear for compliance with the State discovery laws. That includes personnel, equipment, hardware and software. Although we just got the formal award, the time period covered by this grant is April 1, 2025 to March 31, 2026, so most of these funds are applicable to you for monies expended in 2025.

In order to expedite receipt of these funds (which is contingent upon our submission of an itemized budget), I have taken the liberty of proposing an amount for your department, based on DCJS arrest statistics which is greater than last year's award as follows:

Niskayuna $30,000 compared to $26,000 last year

If you have specific discovery costs or investments you made that are not covered by this amount, let me know. In the unlikely event you don't need some or all of this money let me know that too. If this amount is acceptable, please write or email some brief budgetary outline of how you plan to utilize these funds so that I can submit that language to the State.

Thank you for your hard work and your support of my office.

Very truly yours,

ROBERT M. CARNEY
District Attorney

RMC:dh

Resolution No. 2026 - 62

A RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH SCHENECTADY COUNTY FOR PARTICIPATION IN THE NEW YORK STATE SPECIAL TRAFFIC OPTIONS PROGRAM FOR DRIVING WHILE INTOXICATED

The following resolution was offered by **Councilmember Brennan,** who moved its adoption, and seconded by

BE IT ENACTED, by the Town Board of the Town of Niskayuna, as follows:

WHEREAS, the Town of Niskayuna desires to reduce the tragic loss of life and personal injury which results from drunk driving within the Town; and

WHEREAS, Schenectady County is participating in the New York State Special Traffic Options Program for driving while intoxicated and agrees to fund equipment purchases and enforcement, adjudication and training activities to support heightened law enforcement of the DWI law within the Town of Niskayuna by the Niskayuna Police Department; and

WHEREAS, the Chief of Police has recommended that the Town of Niskayuna enter into an agreement with Schenectady County memorializing the participation and cooperation of the law enforcement agencies, acting collectively to implement the enforcement of the Schenectady County STOP-DWI Plan.

NOW, THEREFORE, be it

RESOLVED, that this Town Board does hereby authorize the Supervisor to execute and enter into the agreement attached hereto and made a part hereof, with Schenectady County, for the Town's participation in the County's STOP-DWI Plan for 2026.

A G R E E M E N T

WHEREAS, the County of Schenectady is participating in the New York State Special Traffic Options Program for driving while intoxicated; and

WHEREAS, the STOP-DWI Steering Committee, and the Schenectady County Legislature, in the formulation of the County STOP-DWI Plan have agreed to support heightened law enforcement of the DWI laws:

NOW, THEREFORE, this agreement is entered into and executed by the **County of Schenectady** and the **Town of Niskayuna** as a municipality desirous of reducing the tragic loss of life and personal injury which results from drunk driving within the County. This will be achieved in part, through the participation and cooperation of the law enforcement agencies of the parties to this agreement, acting collectively to implement the enforcement of the County STOP-DWI Plan.

Financing: Schenectady County agrees to fund equipment purchases and enforcement, adjudication and training activities as specifically listed in the STOP-DWI Plan (Appendix A) or as recommended by the Schenectady County STOP-DWI Steering Committee as these funds are received; with necessary approval from the County Legislature and New York State Department of Motor Vehicles.

The County's and the **Town of Niskayuna's** liability shall not exceed that amount identified by the duly-endorsed plan, or the plan as amended. The County and the **Town of Niskayuna** shall not be required to fund the program in an amount greater than received in fine revenues for the period of this agreement.

Purchase of Equipment: The law enforcement agencies shall have the obligation of supplying the County with descriptions, specification and other information necessary for the planned purchase. Equipment, supplies or material purchased on behalf of the municipality become the property of that municipal law enforcement agency.

Payment: Payment to the law enforcement agencies for personnel, training, equipment maintenance and other approved purposes, shall be made on a quarterly basis upon receipt by the County of proof of expenditure of funds by the **Town of Niskayuna** for an approved item. Payment for the last quarter of the contract period shall be made after the County receives all fine revenues for the grant period.

Record Keeping: The municipal law enforcement agency shall keep a record of activities funded, and costs incurred in their participation in the STOP-DWI Program. These records shall be made available at least quarterly to the County STOP-DWI Coordinator.

Participation and Evaluation: The Chief Municipal Law Enforcement Agent or his designated representative shall be a member of the Schenectady County STOP-DWI Steering Committee. The representative shall participate in the evaluation of the effectiveness of the STOP-DWI activity, and the formulation of the program. The municipality shall provide statistics and other data concerning the efficiency of their effort to the County STOP-DWI Coordinator.

Term: For the purpose of this agreement, this contract shall be effective from January 1, 2026 to December 31, 2026. Each participating party retains the right to withdraw from the STOP-DWI Program at any time. Such withdrawal must, however, be made by vote and written notice from the governing body of the participating agency.

COUNTY OF SCHENECTADY, NEW YORK

_____
Date Signed

By _____
Robert Lawton
County Manager

TOWN OF NISKAYUNA, NEW YORK

_____
Date Signed

By _____
Erin Cassady- Dorion
Supervisor

STATE OF NEW YORK)
COUNTY OF SCHENECTADY) ss.:

On this _____ day of _____, 2026 , before me the subscriber personally appeared **Robert Lawton**, to me personally known, who being by me duly sworn, did depose and say that she resides in the County of Schenectady, New York; that she is the County Manager of the County of Schenectady, New York, the municipal corporation described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the County Legislature of said corporation and that she signed her name thereto in accordance with the authority vested in her by provisions of law and by like order.

_____
Notary Public - Commissioner of Deeds

STATE OF NEW YORK)
COUNTY OF SCHENECTADY) ss.:

On this _____ day of _____, 2026 , before me the subscriber personally appeared **Erin Cassady- Dorion**, to me personally known, who being by me duly sworn, did depose and say that she resides in the County of Schenectady, New York; that she is the Supervisor of the Town of Niskayuna, New York, the municipality described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Council of said municipality and that she signed her name thereto in accordance with the authority vested in her by provisions of law and by like order.

_____
Notary Public - Commissioner of Deeds

ENFORCEMENT ACTIVITY (PERSONAL SERVICES/EQUIPMENT) BUDGET

NAME OF AGENCY	AMOUNT PERSONAL SERVICES FOR DWI PATROLS (A)*	AMOUNT FOR OTHER THAN PERSONAL SERVICES (B)**
Glenville Police Department	$ 9,750.00	
Niskayuna Police Department	$ 9,750.00	
Rotterdam police Department	$ 9,750.00	
Schenectady Police Department	$ 16,000.00	
Schenectady County SO	$ 10,800.00	
Village of Scotia Police Department	$ 2,000.00	
2026 H.V.E.C Funding		
Schenectady Police Department	$ 5,500.00	
Schenectady County SO	$ 5,500.00	
Glenville Police Department	$ 3,000.00	
Rotterdam POlice Department	$ 3,000.00	
Niskayuna Police Department	$ 3,000.00	
Village of Scotia Police Department	$ 0.00	
TOTAL	$ 78,050.00	$ 0.00

*Subtotal (A) is the overtime funding for each agency

**Subtotal (B) is the equipment amount for each agency

Resolution No. 2026 - 63

A RESOLUTION TO PERMANENTLY APPOINT A POLICE OFFICER

The following resolution was offered by **Councilmember Brennan** who moved its adoption, and seconded by

BE IT ENACTED, by the Town Board of the Town of Niskayuna, as follows:

WHEREAS, Jaymes Spencer has successfully completed his probationary term as Police Officer, and the Chief of Police has recommended that James Spencer be retained in his position of appointment on a permanent basis; and

WHEREAS, the Police and Public Safety Committee concurs with this recommendation.

NOW THEREFORE, be it

RESOLVED, that the Town Supervisor is hereby authorized to execute, on behalf of this Town Board, any and all necessary documentation with the Schenectady County Civil Service Department indicating that the said James Spencer, who resides in Rotterdam, N.Y., has successfully completed his probationary period for Police Officer and will be retained in his position of appointment on a permanent basis; and be it

FURTHER RESOLVED, that the Town Clerk on behalf of this Town Board be, and she hereby is, authorized and directed to notify James Spencer of the above-described appointment.

Resolution No. 2026 – 64

A RESOLUTION AUTHORIZING THE PURCHASE OF A CRASH SAFETY TRAILER FOR THE WATER AND SEWER DEPARTMENT

The following resolution was offered by **Councilmember Ramasubramanian**, who moved its adoption, and seconded by

BE IT ENACTED, by the Town Board of the Town of Niskayuna, as follows:

WHEREAS, the Superintendent of Water and Sewer recommends purchasing a crash safety trailer for use by the Water and Sewer Department; and

WHEREAS, the purchase of a crash safety trailer is available on state contract and the Superintendent of Water and Sewer recommends that the purchase be made off of the state contract;

WHEREAS, the Water, Sewer, Engineering & Environmental Committee and the Finance & General Government Committee concur with this recommendation; and

NOW THEREFORE, be it

RESOLVED, that this Town Board does hereby approve and authorize the purchase of a crash safety trailer for use in the Water and Sewer Department from Eberl Iron Works, Inc., of 128 Sycamore Street, Buffalo, NY 14204, pursuant to State Contract No. PC69494, at a total cost not to exceed $26,037.15.

Eberl Iron Works, Inc.
128 Sycamore Street
Buffalo NY 14204
USA

Phone: (716)854-7633
Fax: (716)854-1184

Traffic Safety Products

a division of Eberl Iron Works, Inc.

Quote Number: 54099

QUOTE

Quote To: **nisktown**
Tony Scavia
NISKAYUNA, TOWN OF
1040 Wtry Rd
Niskayuna NY 12309-1620
USA

Phone: (518) 785-9753 **Fax:** (518) 785-3472
Email: tscavia@niskayuna.gov

Date: 1/15/2026
Expires: 2/14/2026
Reference:

Quoted By:
Andrew Rasimas
Andrew.Rasimas@eberliron.com

LEAD TIME IS 2-4 WEEKS

Ship Via: 19 Flat Bed Truck PPD/NC *US Dollar*

Line	Part	Description	Drawing
1	TTMA-200-A-KIT-NY	Trailer Truck Mounted Attenuator MASH APPROVED with Safety	

Quantity	Unit Price	Net Price
1 Each	$20,200.00 /1	$20,200.00

Line	Part	Description	Drawing
2	TM200L	TTMA-200 Folding FRAME for Arrow Board FOR MASH TRAILER	

Quantity	Unit Price	Net Price
1 Each	$1,990.16 /1	$1,990.16

Line	Part	Description	Drawing
3	TM200M	Manual Arrow Board WINCH & Hardware	

Quantity	Unit Price	Net Price
1 Each	$365.08 /1	$365.08

Line	Part	Description	Drawing
4	AVP15	Arrow Board 15 Light LED Panel & Wireless Controller, Battery Powered	

Quantity	Unit Price	Net Price
1 Each	$3,481.91 /1	$3,481.91

Lines(s) Subtotal: $26,037.15
Misc Charge(s) $0.00

Eberl Iron Works, Inc.
128 Sycamore Street
Buffalo NY 14204
USA

Phone: (716)854-7633
Fax: (716)854-1184

Traffic Safety Products

a division of Eberl Iron Works, Inc.

Quote Number: 54099

QUOTE

Total: **$26,037.15**

Approval Signature: _____ **Date:** _____

Quoted total is based on all items and quantities listed above. Unless otherwise specified on the quote, shipping charges are not included. Changes to the above may affect quote totals, and result in generation of a revised quote. Tax is not represented on the quote.

Resolution No. 2026 – 65

A RESOLUTION APPROVING THE RECONCILIATION OF THE FIRST HALF OF 2025 RESIDENTIAL AND COMMERCIAL UTILITY RENTS

The following resolution was offered by **Councilmember Ramasubramanian**, who moved its adoption, and seconded by

BE IT ENACTED, by the Town Board of the Town of Niskayuna, as follows:

WHEREAS, the Superintendent of Water & Sewer, and the Receiver of Taxes & Assessments have reviewed the utility rent amounts charged and the utility rent amounts collected for the first half of 2025 from residential and commercial consumers of Consolidated Water District No. 1, Consolidated Sewer District No. 1, and Consolidated Sewer District No. 6; and

WHEREAS, said amounts due for utility rents collected during the first half of 2025 have been corrected and adjusted accordingly; and

WHEREAS, this Town Board, acting for and on behalf of Consolidated Water District No. 1, Consolidated Sewer District No. 1, and Consolidated Sewer District No. 6, now wishes to reconcile the residential and commercial utility rents collected during the first half of 2025.

NOW, THEREFORE, be it

RESOLVED, that this Town Board, acting for and on behalf of Consolidated Water District No. 1, Consolidated Sewer District No. 1, and Consolidated Sewer District No. 6, does hereby approve the reconciliation of the residential and commercial utility rents charged and collected for the first half of 2025, as indicated on the sheet attached hereto and made a part hereof.

FALL 2025 RESIDENTIAL/COMMERCIAL UTILITY BILLING

JANUARY 1, 2025 -JUNE 30, 2025 USAGE PERIOD)

WARRANTS	**FROM REPORT**		**GENERATED BY**
	Billing Report		
WATER	$	1,612,111.53	Utility Billing Clerk
SEWER 1	$	590,126.48	
SEWER 6	$	839,002.28	
WATER PRIOR DUE	$	369,095.91	
SEWER 1 PRIOR DUE	$	148,682.70	
SEWER 6 PRIOR DUE	$	194,082.69	
	$	3,753,101.59	(warrant)
RECONCILIATIONS			Utility Billing Clerk
**from warrant*			
WATER BILLED*	$	1,612,111.53	
SEWER 1 BILLED*	$	590,126.48	
SEWER 6 BILLED*	$	839,002.28	
WATER PRIOR DUE	$	369,095.91	
SEWER 1 PRIOR DUE	$	148,682.70	
SEWER 6 PRIOR DUE	$	194,082.69	
ADJUSTMENTS MADE	$	(44,227.25)	
ADJUSTED WARRANT	**$**	**3,708,874.34**	
PAYMENTS COLLECTED (A)	Transactions Report		
WATER	$	1,394,776.11	Outside users pmts + WA pmts less reverse WA pmts
WATER PENALTIES	$	9,433.89	Penalty pmt less reverse Penalty pmts
SEWER 1 (STCS)	$	517,832.39	STSC pmts less reverse STCS pmts
SEWER 1 PENALTIES	$	3,783.33	Penalty pmt less reverse Penalty pmts
SEWER 6 (STC)	$	747,565.15	STC pmts less STC reverse pmts
SEWER 6 PENALTIES	$	4,992.14	
TOTAL COLLECTED			
BY RECEIVER OF TAXES	**$**	**2,678,383.01**	Total pmts less total reverse pmts
Amount Outstanding (B)	Relevy Report		Utility Billing Clerk
WATER	$	558,151.65	(includes outside use-01)
SEWER 1	$	225,326.41	
SEWER 6	$	293,784.74	
TOTAL OUTSTANDING	**$**	**1,077,262.80**	(Relevy report *)
MINUS PENALTIES ON CURRENT BILLS	$	45,998.56	
(INCLUDED IN RELEVY TO 2026 PROPERTY TAX) ©	**$**	**1,031,264.24**	
OVERPAYMENTS (C)		$772.91	credit balance report – overpayments
A + B - C = WARRANT/ADJUSTED	**$**	**3,708,874.34**	
	$	-	

Resolution No. 2026 - 66

A RESOLUTION APPROVING THE RECONCILIATION OF THE THIRD QUARTER 2025 CORPORATE UTILITY RENTS

The following resolution was offered by **Councilmember Ramasubramanian**, who moved its adoption, and seconded by

BE IT ENACTED, by the Town Board of the Town of Niskayuna, as follows:

WHEREAS, the Superintendent of Water & Sewer, and the Receiver of Taxes & Assessments have reviewed the utility rent amounts charged and the utility rent amounts collected for the third quarter of 2025 from the corporate consumers of Consolidated Water District No. 1, Consolidated Sewer District No. 1, and Consolidated Sewer District No. 6; and

WHEREAS, said amounts due for utility rents collected during the third quarter have been corrected and adjusted accordingly; and

WHEREAS, this Town Board, acting for and on behalf of Consolidated Water District No. 1, Consolidated Sewer District No. 1, and Consolidated Sewer District No. 6; and, now wishes to reconcile the corporate utility rents collected during the third quarter of 2025.

NOW THEREFORE, be it

RESOLVED, that this Town Board, acting for and on behalf of Consolidated Water District No. 1, Consolidated Sewer District No. 1, and Consolidated Sewer District No. 6; and, does hereby approve the attached reconciliation of the corporate utility rents charged and collected during the third quarter of 2025, as set forth on the sheet attached hereto and made a part hereof.

2025 3RD QUARTER CORPORATE RECONCILATION

(JULY 1 –SEPT 30, 2025 USAGE PERIOD)

WARRANTS	**FROM REPORT**		**GENERATED BY**
	Billing Report		
SEWER 1	$	4,304.30	
SEWER 6	$	96,088.24	
WATER	$	191,055.92	
UNPAID SEWER 1 (Q2-2025)	$	23,699.05	
UNPAID SEWER 6 (Q2-2025)			
UNPAID WATER (Q2 2025)	$	13,755.31	
SEWER 1 PENALTY (UNPAID Q2)	$	111.67	
SEWER 6 PENALTY (UNPAID Q2)	$	-	
WATER PENALTY (UNPAID Q2)	$	63.70	
	$	329,078.19	see Resolution No. 2025-282
RECONCILIATIONS			
**from warrant*			
SEWER 1	$	4,304.30	
SEWER 6	$	96,088.24	
WATER	$	191,055.92	
UNPAID SEWER 1 (Q2-2025)	$	23,699.05	
UNPAID SEWER 6 (Q2-2025)			
UNPAID WATER (Q2-2025)	$	13,755.31	
SEWER 1 PENALTY (UNPAID Q2)	$	111.67	
SEWER 6 PENALTY (UNPAID Q2)	$	-	
WATER PENALTY (UNPAID Q2)	$	63.70	
	$	329,078.19	
PAYMENTS COLLECTED (A)	TRANSACTION REPORTS – PAYMENTS		(Payment Report)
SEWER 1 (STSC)	$	1,594.50	
SEWER 1 PENALTIES			
SEWER 6 (STC)	$	96,088.24	
SEWER 6 PENALTIES			
WATER	$	189,553.96	
WATER PENALTIES			
TOTAL COLLECTED			
BY RECEIVER OF TAXES	**$**	**287,236.70**	
Amount Outstanding (B)	Outstanding Balance Report		(Outstanding Balance Report)
SEWER 1 (STSC)	$	26,520.52	
Sewer penalty to be billed in 4th QUARTER	$	108.39	
SEWER 6 (STC)	$	-	
Sewer penalty to be billed in 4th QUARTER	$	621.52	
WATER	$	15,320.97	
Water penalty to be billed in 4th QUARTER	$	1,258.73	
TOTAL OUTSTANDING	**$**	**43,830.13**	
MINUS PENALTIES ON CURRENT BILLS	$	1,988.64	(Penalty Report)
(TO BE INCLUDED IN Q4 2024 QUARTER BILLING)			
OVER/UNDER PAYMENTS (C)	$	-	
A + B + C = WARRANT/ADJUSTED	**$**	**329,078.19**	
	$	-	

Resolution No. 2026 - 67

A RESOLUTION AUTHORIZING A WARRANT FOR THE FOURTH QUARTER OF 2025 CORPORATE UTILITY RENTS

The following resolution was offered by **Councilmember Ramasubramanian**, who moved its adoption, and seconded by

BE IT ENACTED, by the Town Board of the Town of Niskayuna, as follows:

WHEREAS, the roll of corporate consumers for Consolidated Water District No. 1, Consolidated Sewer District No. 1, and Consolidated Sewer District No. 6, together with the amount due for utility rents for each of said consumers, has been prepared for the fourth quarter of 2025; and

WHEREAS, said corporate utility rents are to be collected by the Receiver of Taxes & Assessments; and

WHEREAS, this Town Board now wishes to provide the dates and terms of payments for said fourth quarter corporate utility rents and authorize the collection thereof.

NOW, THEREFORE, be it

RESOLVED, that the Town Board does hereby authorize and directs the Receiver of Taxes & Assessments for the Town of Niskayuna to collect corporate utility rents in the amount of $272,920.70, as detailed in the table below, for the billing period September 1, 2025 through December 31, 2025.

Q4 2025 Corporate Warrant		
SEWER DIST 1	$	3,691.52
SEWER DIST 6	$	75,458.81
WATER	$	149,940.24
SEWER DIST 1 PRIOR DUE	$	26,520.52
SEWER DIST 6 PRIOR DUE	$	-

WATER PRIOR DUE	$	15,320.97
Q3 SEWER DIST 1 PENALTIES	$	108.39
Q3 SEWER DIST 6 PENALTIES	$	621.52
Q3 WATER PENALTIES	$	1,258.73
Total:	**$**	**272,920.70**

; and be it

FURTHER RESOLVED, that the Receiver of Taxes and Assessments shall begin collection of said utility rents on or about February 27, 2026 and shall collect said utility rents without penalty through March 30, 2026, after which uncollected rents shall be subject to a penalty in the amount of four percent (4%).

Resolution No. 2026 - 68

A RESOLUTION TO AUTHORIZE THE PURCHASE OF HIGH-LIFT PUMP CONTROL VALVE AT THE WATER TREATMENT PLANT

The following resolution was offered by **Councilmember Ramasubramanian**, who moved its adoption, and seconded by

BE IT ENACTED, by the Town Board of the Town of Niskayuna, as follows:

WHEREAS, the Superintendent of Water and Sewer has advised that it is necessary to purchase a high-lift pump flow control valve at the Town's Water Treatment Plant; and

WHEREAS, the Town received three quotes from suppliers and Core & Main was the most cost effective quote and thereby is recommended; and

WHEREAS, the Water, Sewer, Engineering, & Environmental Committee and the Finance & General Government Committee concur with this recommendation; and

NOW THEREFORE, be it

RESOLVED, that this Town Board does hereby approve and authorize the purchase a high-lift pump flow control valve for the Town's Water Treatment Plant from Core & Main, 14 Arch Street, Watervliet, NY 12189, at a cost not to exceed $13,528.00.

Bid Proposal for Niskayuna 8" Pump Control Vlv

All Bidders
Job Location: Niskayuna, NY
Bid Date: 02/10/2026
Core & Main Bid #: 4724332

Core & Main
14 Arch St
Watervliet, NY 12189
Phone: 5182736300
Fax: 5182730238

Seq#	Qty	Description	Units	Price	Ext Price
10	1	8" NXP P654DVC01SDT5TO	EA	189.00	189.00
20	1	8 PUMP CONTROL VLV C621K10E01	EA	13,339.00	13,339.00
		LEAD TIME 3-4 WEEKS			
				Sub Total	**13,528.00**
				Tax	0.00
				Total	**13,528.00**

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: https://coreandmain.com/terms-of-sale/

THIS BID MAY INCLUDE GLOBALLY SOURCED (IMPORTED) MATERIALS THAT ARE SUBJECT TO CHANGING TARIFFS. PRICES ARE SUBJECT TO CHANGE DUE TO POTENTIAL ADDITIONAL TARIFFS IMPOSED BY THE U.S. GOVERNMENT. IF IMPOSED, PRICES WILL INCREASE BY THE SAME PERCENTAGE AND WILL BE EFFECTIVE ON THE DATE THAT THE NEW TARIFFS ARE IMPLEMENTED. THESE ITEMS SHOULD BE PURCHASED WITH HASTE TO AVOID ANY ADDITIONAL RISING TARIFF COSTS.

Resolution No. 2026 – 69

A RESOLUTION APPOINTING AN ALTERNATE MEMBER TO THE ZONING BOARD OF APPEALS

The following resolution was offered by **Councilmember Bilofsky**, who moved its adoption, and seconded by

BE IT ENACTED, by the Town Board of the Town of Niskayuna, as follows:

RESOLVED, that pursuant to Section 267 of the Town Law of the State of New York, this Town Board does hereby appoint Gordon Wydysh of 137 Killarney Dr., Niskayuna N.Y. 12309 to the Zoning Board of Appeals of the Town of Niskayuna as an alternate member for a term of office that expires on December 31, 2026, and which appointment is to fill a vacancy position on the Board.

Resolution No. 2026 – 70

A RESOLUTION ADOPTING A VIDEOCONFERENCING POLICY FOR OPEN MEETINGS

The following resolution was offered by **Councilmember Bilofsky,** who moved its adoption, and seconded by

BE IT ENACTED, by the Town Board of the Town of Niskayuna, as follows:

WHEREAS, the New York State Open Meetings Law, Article 7 of the Public Officers Law (POL), mandates that all meetings of a public body be open to the general public, affirming the foundational principle that the people are entitled to remain informed and observe the performance of public officials; and

WHEREAS, for decades, the default requirement for all members of a public body to be physically present at a meeting location accessible to the public was the standard, a requirement rarely challenged given the limited availability and reliability of remote communication technology prior to 2020; and

WHEREAS, the extraordinary circumstances of the COVID-19 pandemic necessitated the temporary suspension of physical presence requirements, demonstrating the viability and effectiveness of using videoconferencing technology to maintain continuity of government operations while protecting public health and safety; and

WHEREAS, the New York State Legislature, by passing Chapter 56 of the Laws of 2022 (codified as POL § 103-a), recognized the permanent advancements in technology and the need for greater flexibility, authorizing local public bodies to permit members to attend meetings via videoconferencing from a remote location not open to the public, under extraordinary circumstances; and

WHEREAS, the goals and benefits of adopting a policy allowing for remote attendance under extraordinary circumstances include:

- Ensuring Continuity of Government: Maintaining the ability for public bodies to convene and conduct essential public business even when a member's physical attendance is precluded by extraordinary circumstances (e.g., illness, disability, caregiving responsibilities, or a significant unexpected event);
- Enhancing Civic Engagement and Service: Providing a mechanism that removes potential barriers to service for highly qualified members who, due to a temporary

or extraordinary personal situation, might otherwise be unable to participate, thus retaining valuable institutional knowledge and ensuring full representation;

- Fostering Transparency: Requiring that any meeting using this exception be fully compliant with new transparency mandates, including audio/visual recording, posting of the recording online within five business days, and ensuring the public is provided the opportunity to view and participate remotely in the same manner as those attending in person; and

WHEREAS, the Niskayuna Town Board held a public hearing on a proposed videoconferencing policy on January 27, 2026; and

WHEREAS, the Town Planner has recommended adopting a videoconferencing policy for any public body in the Town which, in its discretion, wishes to permit its members to participate in meetings by videoconferencing; and

WHEREAS, the Economic Development, Planning, and Land Use Committee concurs with this recommendation.

NOW, THEREFORE, be it:

RESOLVED, that this Town Board does hereby adopt the videoconferencing policy attached hereto and made a part hereof.

The Town of Niskayuna's Procedures for Member Videoconferencing Pursuant to Public Officers Law § 103-a

In compliance with Public Officers Law (POL) § 103-a(2)(a), the Town of Niskayuna (the "Town"), following a public hearing on [insert date], authorized by resolution on [insert date] the use of videoconferencing as described in POL § 103-a.

The following procedures are hereby established to satisfy the requirement of POL § 103-a(2)(b) that any public body which, in its discretion, wishes to permit its members to participate in meetings by videoconferencing from private locations – under extraordinary circumstances – must establish written procedures governing member and public attendance.

1. Town members shall be physically present at any meeting of the Town unless such member is unable to be physically present at one of the designated public meeting locations due to extraordinary circumstances.

2. For purposes of these procedures, the term "extraordinary circumstances" includes disability, illness, caregiving responsibilities, or any other significant or unexpected factor or event which precludes the member's physical attendance at such a meeting.

3. If a member is unable to be physically present at one of the designated public meeting locations and wishes to participate by videoconferencing from a private location due to extraordinary circumstances, the member must notify the Town of Niskayuna as soon as the circumstance is known.

4. If there is still a quorum of members participating at a physical location(s) open to the public, the Town may properly convene a meeting. A member who is participating from a remote location that is not open to in-person physical attendance by the public *shall not* count toward a quorum of the Town but may participate and vote if there is a quorum of members at a physical location(s) open to the public.

5. Except in the case of executive sessions conducted pursuant to POL § 105, the Town shall ensure that its members can be heard, seen, and identified while the meeting is being conducted, including but not limited to any motions, proposals, resolutions, and any other matter formally discussed or voted upon.

6. The minutes of the meetings involving videoconferencing shall include which, if any, members participated by videoconferencing from a private location.

7. The public notice for the meeting shall inform the public: (i) that extraordinary circumstances videoconferencing will (or may) be used, (ii) where the public can view and/or participate in such meeting, (iii) where required documents and records will be posted or available, and (iv) the physical location(s) for the meeting where the public can attend.

8. The Town shall provide that each open portion of any meeting conducted using extraordinary circumstances videoconferencing shall be recorded and such recordings shall be posted to the Town's YouTube Channel website within five business days following the meeting.

9. If members of the Town are authorized to participate by videoconferencing from a private location due to extraordinary circumstances, the Town shall provide the opportunity for members of the public to view such meetings by video, and to participate in proceedings by videoconference in real time where public comment or participation is authorized. The Town shall ensure that where extraordinary circumstances videoconferencing is used, it authorizes the same public participation or testimony as in person participation or testimony.

10. Open meetings of the Town conducted using extraordinary circumstances videoconferencing pursuant to the provisions of POL § 103-a shall be broadcast pursuant to the requirements of POL § 103(f) and shall utilize technology to permit access by members of the public with disabilities consistent with the 1990 Americans with Disabilities Act (ADA), as amended, and corresponding guidelines. For the purposes of this guideline, "disability" shall have the meaning defined in Executive Law § 292.

11. The in-person participation requirements of POL § 103-a(2)(c) shall not apply during a state disaster emergency declared by the governor pursuant to Executive Law § 28 if the Town determines that the circumstances necessitating the emergency declaration would affect or impair the ability of the Town to hold an in-person meeting.

12. These procedures shall be conspicuously posted on the Town's website

Resolution No. 2026 - 71

A RESOLUTION TO RETAIN PROFESSIONAL ENGINEERING SERVICES ON AN AS-NEEDED BASIS FOR 2026 (TDE RATES)

The following resolution was offered by **Councilmember Bilofsky,** who moved its adoption, and seconded by

BE IT ENACTED, by the Town Board of the Town of Niskayuna, as follows:

WHEREAS, the Town Board has been discussing the retention of several engineering firms to perform preliminary engineering reviews of new subdivisions, large commercial projects, and other projects on an as-needed basis for 2026 under the direction of various Department Heads, and

WHEREAS, proposals have been solicited from various engineering firms in the area.

NOW THEREFORE, be it

RESOLVED, that this Town Board does hereby authorize the Supervisor to retain the services of the following engineering firm for the calendar year of 2026, in addition to those already retained via Town Board Resolution 2026-50, to perform preliminary engineering reviews on certain projects and miscellaneous engineering work on an as-needed basis under the direction of various Department Heads, said review costs to be paid by the developer and/or owner of the project, when applicable, at the rates included in the fee schedules attached hereto and made a part hereof:

FCM Engineering, LLC

FCM ENGINEERING, PLLC **Engineering, Design and Planning Services**

Offices in Glenville, Schenectady, Johnsville & Utica N.Y.
www.fcmengpllc.com

January 31, 2026

Clark Henry, Assistant Town Planner
Town of Niskayuna Planning Department
1 Niskayuna Circle
Niskayuna, NY 12309

RE: Town Designated Engineering (TDE) Services
2026 Hourly Rates

Dear Mr. Henry:

FCM Engineering would be pleased to provide Town Designated Engineering services on an as needed basis. Our services with respect to reviewing and commenting on private development projects include the following:

- Commercial development projects that include review of plans, specifications and supporting documents for conformance with Town zoning, subdivision and standard engineering practices.
- Residential development projects that include review of plans, specifications and supporting documents for conformance with Town zoning, subdivision and standard engineering practices.
- Review of project's compliance with State Environmental Quality Review Act (SEQRA).
- Review of Stormwater Management Plans and Reports
- Review of Stormwater Pollution Prevention Plans and Reports

Our proposed staff and hourly rates for the year 2026 are as follows:

- Principal Engineer - $130/hour
- Senior Engineer - $125/hour
- Resident Engineer - $110/hour
- Senior Engineering Technician - $100/hour

If you have any questions or need additional information, feel free to contact me.

Thank you and we hope to work with you and other Town staff.

Sincerely,

Fred C. Mastroianni

_____

Fred C. Mastroianni, P.E.
Principal Engineer/Managing Partner

FCM Engineering PLLC | Mailing Address: 156 Spring Road, Scotia, NY 12302
Fred C. Mastroianni, P.E., Managing Partner | Fred@fcmengpllc.com | 518-641-9192
Lorenzo Distefano, P.E., Partner | Lorenzo@fcmengpllc.com | 518-538-1550
Robert (Bob) Rice, P.E., Partner | Bob@fcmengpllc.com | 315-525-9941

Resolution No. 2026 - 72

A RESOLUTION ACCEPTING AN ACCESS EASEMENT AND AUTHORIZING THE SUPERVISOR TO EXECUTE A MAINTENANCE AGREEMENT

The following resolution was offered by **Councilmember Bilofsky** who moved its adoption, and seconded by

BE IT ENACTED, by the Town Board of the Town of Niskayuna, as follows:

WHEREAS, the Planning Board by Resolution No. 2017-15 has recommended that the Town obtain an access easement and enter into a maintenance agreement with Environment One Corporation, as a condition of the granting final site plan approval for a multi-phase expansion of the E-One campus at 2773 Balltown Road on June 12, 2017; and

WHEREAS, Eric LaCoppola, president of Environmental One Corporation at 2773 Balltown Road, has offered the Town an access easement and has agreed to enter into a maintenance agreement with the Town for the maintenance of the stormwater management infrastructure on said properties; and

WHEREAS, the Economic Development, Land Use and Planning Committee has recommended the acceptance of this easement and has recommended that the Town enter into a maintenance agreement as a condition of the Planning Board's resolution to approve the application for site plan improvements.

NOW THEREFORE, be it

RESOLVED, that this Town Board does hereby accept an access easement from Environment One Corporation, a copy of such easement annexed hereto; and be it

FURTHER RESOLVED, that this Town Board does hereby authorize the Supervisor to execute any and all documents necessary to enter into a maintenance agreement with Environment One Corporation, for maintenance of storm water systems on 2773 Balltown Road, a copy of such maintenance agreement annexed hereto.

ACCESS EASEMENT

FOR INSPECTION AND MAINTENANCE OF STORMWATER MANAGEMENT FACILITIES

THIS INDENTURE made the 31 day of December, 2025 between the Environment One Corporation, with an office at 2773 Balltown Road, Niskayuna, NY 12309 (the "*Grantor*"), and the **TOWN OF NISKAYUNA**, a municipal corporation organized and existing pursuant to the laws of the State of New York, having its principal office at Niskayuna Town Hall, 1 Niskayuna Circle, Niskayuna NY 12309 (the "*Town*").

RECITALS

WHEREAS, the Grantor is the owner of certain real property located in the Town of Niskayuna, Schenectady County, State of New York, (the "Site") and the Grantor has constructed a certain stormwater pollution control facility (the "Stormwater Management Facility") that is depicted in the Stormwater Pollution Prevention Plan ("SWPPP") and approved project plans as prepared by ABD Engineers & Surveyors which are on file with Town of Niskayuna: Proposed Building Expansion, Environment One Corporation, dated March 10, 2017 and last revised September 22, 2023. Attached as Schedule A is a general description of the Stormwater Management Facility and grading plan showing facility locations, which are located on the Project Site within the areas identified by the legal descriptions set forth on Schedule B (the "Stormwater Management Facility Premises").

WHEREAS, the Town of Niskayuna requires access to the Stormwater Management Facility at reasonable times for periodic inspection to ensure that the Stormwater Management Facility is maintained in proper working condition to meet design standards and any other provisions established in a certain agreement dated as of Dec 31, 2025 between the Town of Niskayuna and Environment One Corporation and recorded in the Schenectady County Clerk's Office (the "Maintenance Agreement").

WHEREAS, the Grantor desires to provide for access to the Stormwater Management Facility Premises by the Town of Niskayuna to ensure that the Stormwater Management Facility is being properly maintained in accordance with the Maintenance Agreement.

NOW, THEREFORE, the Grantor, in consideration of Ten Dollars ($10.00), lawful money of the United States, and other good and valuable consideration, the payment of which is hereby waived by the Grantor, does hereby grant unto the Town, its successors or assigns forever, a permanent easement or right-of-way over the property of the Grantor, which easement is more particularly bounded and described on the attached Schedule "B" as follows:

1. The Recitals above are hereby incorporated into this Access Easement as if fully set forth herein.

2. Grantor does hereby grant to the Town, for its benefit and that of its successors and assigns, the right, which shall run with the Stormwater Management Facility Premises, to:

   (a) access the Stormwater Management Facility Premises at reasonable times for periodic inspection to ensure that the Stormwater Management Facility is being maintained in proper working condition as set forth in the Maintenance Agreement; and

   (b) access the Stormwater Management Facility to maintain, repair and preserve the continued operation and proper function of the Stormwater Management Facility if the Grantor does not maintain the Stormwater Management Facility as required by the Maintenance Agreement.

3. In exercising its rights under this Access Easement, the Town shall enter the Stormwater Management Facility Premises over routes as will occasion the least practicable damage and inconvenience to the Grantor.

4. The easements and rights created by this Access Easement shall be deemed to run with the land, and shall be for the benefit of and inure to the Town, its successors and assigns, its agents, employees and business invitees, and shall burden the Stormwater Management Facility Premises perpetually.

5. This Access Easement shall be governed by and construed in accordance with the laws of the State of New York.

By: _____

Name: Eric LaCappola

Title: President

STATE OF NEW YORK)
)ss.:
COUNTY OF SCHENECTADY)

On the 31ST day of DECEMBER, 2025, before me, the undersigned, a notary public in and for said State, personally appeared Eric LaCappola, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

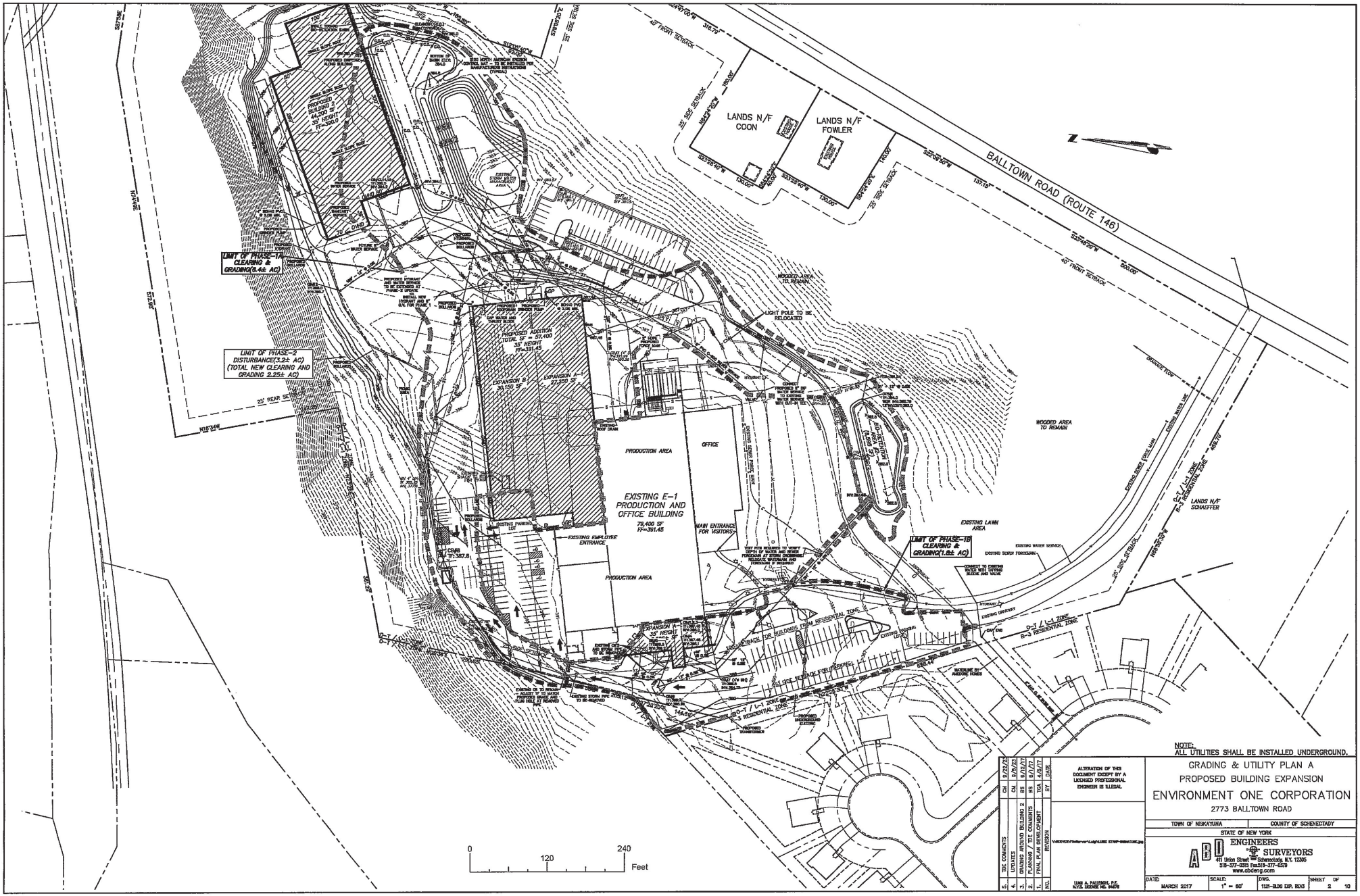
SUZETTE K WELLINGTON
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01WE6433916
Qualified in Rensselaer County
Commission Expires May 31, 2026

SCHEDULE A

STORMWATER MANAGEMENT FACILITY
General Description

Stormwater from the new building and parking expansions are directed to two Bioretention Areas with under drains systems before discharging off site. The Bioretention areas have been designed to treat the sites water quality volume and provide the required runoff reduction volume. Additionally, the stone reservoir under the Bioretention areas has been designed to attenuate the stormwater runoff to predevelopment rates. This is accomplished via a stone storage layer under the Bioretention area which will drain via an under drain system.

STORMWATER GRADING PLAN


BALLTOWN ROAD (ROUTE 146)
LANDS N/F COON
LANDS N/F FOWLER
LANDS N/F SCHAEFFER
LIMIT OF PHASE-1A CLEARING & GRADING(3.4± AC)
LIMIT OF PHASE-2 DISTURBANCE(3.2± AC) (TOTAL NEW CLEARING AND GRADING 2.25± AC)
LIMIT OF PHASE-1B CLEARING & GRADING(1.8± AC)
PROPOSED BUILDING 3 14,500 SF 35' HEIGHT FF=390.0
PROPOSED ADDITION TOTAL 5' ht 57,400 SF 35' HEIGHT FF=391.45
EXPANSION B 39,150 SF
EXPANSION A 57,250 SF
EXISTING E-1 PRODUCTION AND OFFICE BUILDING 79,400 SF FF=391.45
PRODUCTION AREA
OFFICE
MAIN ENTRANCE FOR VISITORS
EXISTING EMPLOYEE ENTRANCE
EXISTING PARKING LOT
EXPANSION A 35' HEIGHT
EXPANSION B 35' HEIGHT
LIGHT POLE TO BE RELOCATED
WOODED AREA TO REMAIN
EXISTING LAWN AREA
EXISTING WATER SERVICE
EXISTING SEWER FORCEMAIN
EXISTING SEWER FORCE MAIN
EXISTING WATER LINE
EXISTING DRIVEWAY
EXISTING CATCH BASIN TO BE RECONSTRUCTED
EXISTING CMP AND RISER TO BE REMOVED
EXISTING STORM PIPE CONNECTED TO BE REMOVED
PROPOSED UNDERGROUND ELECTRIC
PROPOSED TRANSFORMER
PROPOSED WATER SERVICE
PROPOSED HYDRANT AND 6" GATE VALVE
PROPOSED SEWER MANHOLE
PROPOSED SEWER SERVICE
PROPOSED CATCH BASIN
PROPOSED DRAINAGE FLOW
PROPOSED RETAINING WALL
PROPOSED SILT FENCE
PROPOSED TREE LINE
PROPOSED SHRUB LINE
PROPOSED CONCRETE PAD
PROPOSED BOLLARDS
PROPOSED CONCRETE PAVEMENT
PROPOSED BITUMINOUS PAVEMENT
PROPOSED CONCRETE SIDEWALK
PROPOSED CONCRETE CURB
PROPOSED TOPSOIL
PROPOSED SEED
PROPOSED SILT FENCE FOR BUILDING
PROPOSED SILT FENCE FOR PARKING
PROPOSED MULCH
PROPOSED SHRUBS
PROPOSED TREES
PROPOSED LANDSCAPE BERM
PROPOSED RIP-RAP
PROPOSED STONE
PROPOSED GRAVEL
PROPOSED ASPHALT
PROPOSED CONCRETE
PROPOSED GRASS
PROPOSED WOOD
PROPOSED METAL
PROPOSED PLASTIC
PROPOSED GLASS
PROPOSED RUBBER
PROPOSED FABRIC
PROPOSED LEATHER
PROPOSED PAPER
PROPOSED CARDBOARD
PROPOSED FOAM
PROPOSED INSULATION
PROPOSED ROOFING
PROPOSED SIDING
PROPOSED WINDOW
PROPOSED DOOR
PROPOSED FENCE
PROPOSED GATE
PROPOSED SIGN
PROPOSED LIGHT
PROPOSED POLE
PROPOSED WIRE
PROPOSED CABLE
PROPOSED PIPE
PROPOSED VALVE
PROPOSED METER
PROPOSED TANK
PROPOSED PUMP
PROPOSED MOTOR
PROPOSED GENERATOR
PROPOSED TRANSFORMER
PROPOSED SWITCH
PROPOSED BREAKER
PROPOSED FUSE
PROPOSED RELAY
PROPOSED CONTACTOR
PROPOSED TIMER
PROPOSED SENSOR
PROPOSED ALARM
PROPOSED CAMERA
PROPOSED SPEAKER
PROPOSED MICROPHONE
PROPOSED ANTENNA
PROPOSED SATELLITE DISH
PROPOSED COMPUTER
PROPOSED PRINTER
PROPOSED SCANNER
PROPOSED COPIER
PROPOSED FAX
PROPOSED PHONE
PROPOSED INTERCOM
PROPOSED CLOCK
PROPOSED CALENDAR
PROPOSED DESK
PROPOSED CHAIR
PROPOSED TABLE
PROPOSED SHELF
PROPOSED CABINET
PROPOSED DRAWER
PROPOSED FILE
PROPOSED BOOK
PROPOSED PEN
PROPOSED PENCIL
PROPOSED ERASER
PROPOSED RULER
PROPOSED CALCULATOR
PROPOSED STAPLER
PROPOSED TAPE
PROPOSED GLUE
PROPOSED SCISSORS
PROPOSED KNIFE
PROPOSED HAMMER
PROPOSED SCREWDRIVER
PROPOSED WRENCH
PROPOSED PLIERS
PROPOSED SAW
PROPOSED DRILL
PROPOSED SANDER
PROPOSED PAINT
PROPOSED BRUSH
PROPOSED ROLLER
PROPOSED TRAY
PROPOSED LADDER
PROPOSED SCAFFOLD
PROPOSED HARD HAT
PROPOSED SAFETY GLASSES
PROPOSED GLOVES
PROPOSED EAR PROTECTION
PROPOSED RESPIRATOR
PROPOSED FIRST AID KIT
PROPOSED FIRE EXTINGUISHER
PROPOSED SMOKE DETECTOR
PROPOSED CARBON MONOXIDE DETECTOR
PROPOSED EMERGENCY LIGHT
PROPOSED EXIT SIGN
PROPOSED EMERGENCY PHONE
PROPOSED EMERGENCY ALARM
PROPOSED EMERGENCY CAMERA
PROPOSED EMERGENCY SPEAKER
PROPOSED EMERGENCY MICROPHONE
PROPOSED EMERGENCY ANTENNA
PROPOSED EMERGENCY SATELLITE DISH
PROPOSED EMERGENCY COMPUTER
PROPOSED EMERGENCY PRINTER
PROPOSED EMERGENCY SCANNER
PROPOSED EMERGENCY COPIER
PROPOSED EMERGENCY FAX
PROPOSED EMERGENCY PHONE
PROPOSED EMERGENCY INTERCOM
PROPOSED EMERGENCY CLOCK
PROPOSED EMERGENCY CALENDAR
PROPOSED EMERGENCY DESK
PROPOSED EMERGENCY CHAIR
PROPOSED EMERGENCY TABLE
PROPOSED EMERGENCY SHELF
PROPOSED EMERGENCY CABINET
PROPOSED EMERGENCY DRAWER
PROPOSED EMERGENCY FILE
PROPOSED EMERGENCY BOOK
PROPOSED EMERGENCY PEN
PROPOSED EMERGENCY PENCIL
PROPOSED EMERGENCY ERASER
PROPOSED EMERGENCY RULER
PROPOSED EMERGENCY CALCULATOR
PROPOSED EMERGENCY STAPLER
PROPOSED EMERGENCY TAPE
PROPOSED EMERGENCY GLUE
PROPOSED EMERGENCY SCISSORS
PROPOSED EMERGENCY KNIFE
PROPOSED EMERGENCY HAMMER
PROPOSED EMERGENCY SCREWDRIVER
PROPOSED EMERGENCY WRENCH
PROPOSED EMERGENCY PLIERS
PROPOSED EMERGENCY SAW
PROPOSED EMERGENCY DRILL
PROPOSED EMERGENCY SANDER
PROPOSED EMERGENCY PAINT
PROPOSED EMERGENCY BRUSH
PROPOSED EMERGENCY ROLLER
PROPOSED EMERGENCY TRAY
PROPOSED EMERGENCY LADDER
PROPOSED EMERGENCY SCAFFOLD
PROPOSED EMERGENCY HARD HAT
PROPOSED EMERGENCY SAFETY GLASSES
PROPOSED EMERGENCY GLOVES
PROPOSED EMERGENCY EAR PROTECTION
PROPOSED EMERGENCY RESPIRATOR
PROPOSED EMERGENCY FIRST AID KIT
PROPOSED EMERGENCY FIRE EXTINGUISHER
PROPOSED EMERGENCY SMOKE DETECTOR
PROPOSED EMERGENCY CARBON MONOXIDE DETECTOR
PROPOSED EMERGENCY EMERGENCY LIGHT
PROPOSED EMERGENCY EXIT SIGN
PROPOSED EMERGENCY EMERGENCY PHONE
PROPOSED EMERGENCY EMERGENCY ALARM
PROPOSED EMERGENCY EMERGENCY CAMERA
PROPOSED EMERGENCY EMERGENCY SPEAKER
PROPOSED EMERGENCY EMERGENCY MICROPHONE
PROPOSED EMERGENCY EMERGENCY ANTENNA
PROPOSED EMERGENCY EMERGENCY SATELLITE DISH
PROPOSED EMERGENCY EMERGENCY COMPUTER
PROPOSED EMERGENCY EMERGENCY PRINTER
PROPOSED EMERGENCY EMERGENCY SCANNER
PROPOSED EMERGENCY EMERGENCY COPIER
PROPOSED EMERGENCY EMERGENCY FAX
PROPOSED EMERGENCY EMERGENCY PHONE
PROPOSED EMERGENCY EMERGENCY INTERCOM
PROPOSED EMERGENCY EMERGENCY CLOCK
PROPOSED EMERGENCY EMERGENCY CALENDAR
PROPOSED EMERGENCY EMERGENCY DESK
PROPOSED EMERGENCY EMERGENCY CHAIR
PROPOSED EMERGENCY EMERGENCY TABLE
PROPOSED EMERGENCY EMERGENCY SHELF
PROPOSED EMERGENCY EMERGENCY CABINET
PROPOSED EMERGENCY EMERGENCY DRAWER
PROPOSED EMERGENCY EMERGENCY FILE
PROPOSED EMERGENCY EMERGENCY BOOK
PROPOSED EMERGENCY EMERGENCY PEN
PROPOSED EMERGENCY EMERGENCY PENCIL
PROPOSED EMERGENCY EMERGENCY ERASER
PROPOSED EMERGENCY EMERGENCY RULER
PROPOSED EMERGENCY EMERGENCY CALCULATOR
PROPOSED EMERGENCY EMERGENCY STAPLER
PROPOSED EMERGENCY EMERGENCY TAPE
PROPOSED EMERGENCY EMERGENCY GLUE
PROPOSED EMERGENCY EMERGENCY SCISSORS
PROPOSED EMERGENCY EMERGENCY KNIFE
PROPOSED EMERGENCY EMERGENCY HAMMER
PROPOSED EMERGENCY EMERGENCY SCREWDRIVER
PROPOSED EMERGENCY EMERGENCY WRENCH
PROPOSED EMERGENCY EMERGENCY PLIERS
PROPOSED EMERGENCY EMERGENCY SAW
PROPOSED EMERGENCY EMERGENCY DRILL
PROPOSED EMERGENCY EMERGENCY SANDER
PROPOSED EMERGENCY EMERGENCY PAINT
PROPOSED EMERGENCY EMERGENCY BRUSH
PROPOSED EMERGENCY EMERGENCY ROLLER
PROPOSED EMERGENCY EMERGENCY TRAY
PROPOSED EMERGENCY EMERGENCY LADDER
PROPOSED EMERGENCY EMERGENCY SCAFFOLD
PROPOSED EMERGENCY EMERGENCY HARD HAT
PROPOSED EMERGENCY EMERGENCY SAFETY GLASSES
PROPOSED EMERGENCY EMERGENCY GLOVES
PROPOSED EMERGENCY EMERGENCY EAR PROTECTION
PROPOSED EMERGENCY EMERGENCY RESPIRATOR
PROPOSED EMERGENCY EMERGENCY FIRST AID KIT
PROPOSED EMERGENCY EMERGENCY FIRE EXTINGUISHER
PROPOSED EMERGENCY EMERGENCY SMOKE DETECTOR
PROPOSED EMERGENCY EMERGENCY CARBON MONOXIDE DETECTOR
PROPOSED EMERGENCY EMERGENCY EMERGENCY LIGHT
PROPOSED EMERGENCY EMERGENCY EXIT SIGN
PROPOSED EMERGENCY EMERGENCY EMERGENCY PHONE
PROPOSED EMERGENCY EMERGENCY EMERGENCY ALARM
PROPOSED EMERGENCY EMERGENCY EMERGENCY CAMERA
PROPOSED EMERGENCY EMERGENCY EMERGENCY SPEAKER
PROPOSED EMERGENCY EMERGENCY EMERGENCY MICROPHONE
PROPOSED EMERGENCY EMERGENCY EMERGENCY ANTENNA
PROPOSED EMERGENCY EMERGENCY EMERGENCY SATELLITE DISH
PROPOSED EMERGENCY EMERGENCY EMERGENCY COMPUTER
PROPOSED EMERGENCY EMERGENCY EMERGENCY PRINTER
PROPOSED EMERGENCY EMERGENCY EMERGENCY SCANNER
PROPOSED EMERGENCY EMERGENCY EMERGENCY COPIER
PROPOSED EMERGENCY EMERGENCY EMERGENCY FAX
PROPOSED EMERGENCY EMERGENCY EMERGENCY PHONE
PROPOSED EMERGENCY EMERGENCY EMERGENCY INTERCOM
PROPOSED EMERGENCY EMERGENCY EMERGENCY CLOCK
PROPOSED EMERGENCY EMERGENCY EMERGENCY CALENDAR
PROPOSED EMERGENCY EMERGENCY EMERGENCY DESK
PROPOSED EMERGENCY EMERGENCY EMERGENCY CHAIR
PROPOSED EMERGENCY EMERGENCY EMERGENCY TABLE
PROPOSED EMERGENCY EMERGENCY EMERGENCY SHELF
PROPOSED EMERGENCY EMERGENCY EMERGENCY CABINET
PROPOSED EMERGENCY EMERGENCY EMERGENCY DRAWER
PROPOSED EMERGENCY EMERGENCY EMERGENCY FILE
PROPOSED EMERGENCY EMERGENCY EMERGENCY BOOK
PROPOSED EMERGENCY EMERGENCY EMERGENCY PEN
PROPOSED EMERGENCY EMERGENCY EMERGENCY PENCIL
PROPOSED EMERGENCY EMERGENCY EMERGENCY ERASER
PROPOSED EMERGENCY EMERGENCY EMERGENCY RULER
PROPOSED EMERGENCY EMERGENCY EMERGENCY CALCULATOR
PROPOSED EMERGENCY EMERGENCY EMERGENCY STAPLER
PROPOSED EMERGENCY EMERGENCY EMERGENCY TAPE
PROPOSED EMERGENCY EMERGENCY EMERGENCY GLUE
PROPOSED EMERGENCY EMERGENCY EMERGENCY SCISSORS
PROPOSED EMERGENCY EMERGENCY EMERGENCY KNIFE
PROPOSED EMERGENCY EMERGENCY EMERGENCY HAMMER
PROPOSED EMERGENCY EMERGENCY EMERGENCY SCREWDRIVER
PROPOSED EMERGENCY EMERGENCY EMERGENCY WRENCH
PROPOSED EMERGENCY EMERGENCY EMERGENCY PLIERS
PROPOSED EMERGENCY EMERGENCY EMERGENCY SAW
PROPOSED EMERGENCY EMERGENCY EMERGENCY DRILL
PROPOSED EMERGENCY EMERGENCY EMERGENCY SANDER
PROPOSED EMERGENCY EMERGENCY EMERGENCY PAINT
PROPOSED EMERGENCY EMERGENCY EMERGENCY BRUSH
PROPOSED EMERGENCY EMERGENCY EMERGENCY ROLLER
PROPOSED EMERGENCY EMERGENCY EMERGENCY TRAY
PROPOSED EMERGENCY EMERGENCY EMERGENCY LADDER
PROPOSED EMERGENCY EMERGENCY EMERGENCY SCAFFOLD
PROPOSED EMERGENCY EMERGENCY EMERGENCY HARD HAT
PROPOSED EMERGENCY EMERGENCY EMERGENCY SAFETY GLASSES
PROPOSED EMERGENCY EMERGENCY EMERGENCY GLOVES
PROPOSED EMERGENCY EMERGENCY EMERGENCY EAR PROTECTION
PROPOSED EMERGENCY EMERGENCY EMERGENCY RESPIRATOR
PROPOSED EMERGENCY EMERGENCY EMERGENCY FIRST AID KIT
PROPOSED EMERGENCY EMERGENCY EMERGENCY FIRE EXTINGUISHER
PROPOSED EMERGENCY EMERGENCY EMERGENCY SMOKE DETECTOR
PROPOSED EMERGENCY EMERGENCY EMERGENCY CARBON MONOXIDE DETECTOR
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY LIGHT
PROPOSED EMERGENCY EMERGENCY EMERGENCY EXIT SIGN
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY PHONE
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY ALARM
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY CAMERA
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY SPEAKER
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY MICROPHONE
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY ANTENNA
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY SATELLITE DISH
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY COMPUTER
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY PRINTER
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY SCANNER
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY COPIER
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY FAX
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY PHONE
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY INTERCOM
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY CLOCK
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY CALENDAR
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY DESK
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY CHAIR
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY TABLE
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY SHELF
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY CABINET
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY DRAWER
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY FILE
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY BOOK
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY PEN
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY PENCIL
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY ERASER
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY RULER
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY CALCULATOR
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY STAPLER
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY TAPE
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY GLUE
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY SCISSORS
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY KNIFE
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY HAMMER
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY SCREWDRIVER
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY WRENCH
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY PLIERS
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY SAW
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY DRILL
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY SANDER
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY PAINT
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY BRUSH
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY ROLLER
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY TRAY
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY LADDER
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY SCAFFOLD
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY HARD HAT
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY SAFETY GLASSES
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY GLOVES
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EAR PROTECTION
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY RESPIRATOR
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY FIRST AID KIT
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY FIRE EXTINGUISHER
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY SMOKE DETECTOR
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY CARBON MONOXIDE DETECTOR
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY LIGHT
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EXIT SIGN
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY PHONE
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY ALARM
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY CAMERA
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY SPEAKER
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY MICROPHONE
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY ANTENNA
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY SATELLITE DISH
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY COMPUTER
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY PRINTER
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY SCANNER
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY COPIER
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY FAX
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY PHONE
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY INTERCOM
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY CLOCK
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY CALENDAR
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY DESK
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY CHAIR
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY TABLE
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY SHELF
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY CABINET
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY DRAWER
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY FILE
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY BOOK
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY PEN
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY PENCIL
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY ERASER
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY RULER
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY CALCULATOR
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY STAPLER
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY TAPE
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY GLUE
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY SCISSORS
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY KNIFE
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY HAMMER
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY SCREWDRIVER
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY WRENCH
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY PLIERS
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY SAW
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY DRILL
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY SANDER
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY PAINT
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY BRUSH
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY ROLLER
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY TRAY
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY LADDER
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY SCAFFOLD
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY HARD HAT
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY SAFETY GLASSES
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY GLOVES
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EAR PROTECTION
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY RESPIRATOR
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY FIRST AID KIT
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY FIRE EXTINGUISHER
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY SMOKE DETECTOR
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY CARBON MONOXIDE DETECTOR
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY LIGHT
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EXIT SIGN
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY PHONE
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY ALARM
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY CAMERA
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY SPEAKER
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY MICROPHONE
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY ANTENNA
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY SATELLITE DISH
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY COMPUTER
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY PRINTER
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY SCANNER
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY COPIER
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY FAX
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY PHONE
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY INTERCOM
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY CLOCK
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY CALENDAR
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY DESK
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY CHAIR
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY TABLE
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY SHELF
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY CABINET
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY DRAWER
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY FILE
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY BOOK
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY PEN
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY PENCIL
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY ERASER
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY RULER
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY CALCULATOR
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY STAPLER
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY TAPE
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY GLUE
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY SCISSORS
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY KNIFE
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY HAMMER
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY SCREWDRIVER
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY WRENCH
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY PLIERS
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY SAW
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY DRILL
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY SANDER
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY PAINT
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY BRUSH
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY ROLLER
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY TRAY
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY LADDER
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY SCAFFOLD
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY HARD HAT
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY SAFETY GLASSES
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY GLOVES
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EAR PROTECTION
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY RESPIRATOR
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY FIRST AID KIT
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY FIRE EXTINGUISHER
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY SMOKE DETECTOR
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY CARBON MONOXIDE DETECTOR
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY LIGHT
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EXIT SIGN
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY PHONE
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY ALARM
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY CAMERA
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY SPEAKER
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY MICROPHONE
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY ANTENNA
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY SATELLITE DISH
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY COMPUTER
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY PRINTER
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY SCANNER
PROPOSED EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY EMERGENCY

SCHEDULE B

STORMWATER MANAGEMENT FACILITY PREMISES

LEGAL DESCRIPTION

2773 BALLTOWN ROAD
LANDS NOW OR FORMERLY OF
ENVIRONMENT / ONE CORPORATION
TOWN OF NISKAYUNA, COUNTY OF SCHENECTADY

ALL THAT TRACT, PIECE OR PARCEL OF LAND, situate, lying and being southerly of Aqueduct Road and westerly of Balltown Road in the Town of Niskayuna, County of Schenectady and State of New York, and being more particularly bounded and described as follows:

BEGINNING at a point in the existing division line between the lands now or formerly of Environment / One Corporation as described in Liber 1244 of deeds at page 277 to the east and the lands now or formerly David M. Buicko, as Trustee for the Francesco Galesi Irrevocable Grantor Trust as described in Liber 1886 of deeds at page 794 to the west at its intersection with the northeast corner of the Harmon Grove Subdivision;

THENCE along the division line of the lands now or formerly of David M. Buicko to the west and the lands now or formerly of Environment / One Corporation to the east the following four (4) courses and distances:

1) North 22°26'30" West, 412.07 feet to a point; thence
2) North 73°26'00" East, 632.78 feet to a point; thence
3) North 16°34'00" West, 140.23 feet to a point; thence
4) North 74°49'00" East, 915.67 feet to a point;

THENCE along the southerly bounds of Aqueduct Road the following three (3) courses and distances:

1) South 43°10'00" East, 31.34 feet to a point; thence
2) North 79°11'00" East, 140.00 feet to a point; thence
3) South 63°52'50" East, along a chord 170.68 feet to a point;

THENCE along the westerly bounds of Balltown Road the following four (4) courses and distances:

1) South 39°34'40" West, 229.12 feet to a point; thence
2) South 49°13'00" West, 126.98 feet to a point; thence
3) South 35°03'50" West, 131.73 feet to a point; thence
4) South 18°47'10" West, 41.98 feet to a point;

THENCE along the division line of the lands now or formerly of Environment / One Corporation to the north and the lands now or formerly of Donald R. Williams to the south as described in Liber 1763 of deeds at page 837 to the south the following four (4) courses and distances:

1) North 68° 24'20" West, 165.20 feet to a point; thence
2) South 30°05'40" West, 165.80 feet to a point; thence
3) South 12°05'40" West, 92.00 feet to a point; thence
4) South 79°05'20" East, 188.00 feet to a point;

THENCE along the westerly bounds of Balltown Road South 24°47'00" West. 316.79 feet to a point;

THENCE along the division line of the lands now or formerly of Environment / One Corporation to the north and the lands now or formerly of Keith E. Supley as described in Liber 1379 of deeds at page 45 and the lands now or formerly of James J. Elbrecht Jr. as described in Liber 1103 of deeds at page 307 all being to the south the following five (5) courses and distances:

1) North 64°24'20" West, 180.00 feet to a point; thence
2) South 23°23'28" West, 130.00 feet to a point; thence
3) South 64°24'20" East, 40.00 feet to a point; thence
4) South 23°28'40" West, 130.00 feet to a point; thence
5) South 64°24'20" East, 140.00 feet to a point;

THENCE along the westerly bounds of Balltown Road the following two (2) courses and distances:

1) South 22°09'50" West, 137.15 feet to a point; thence
2) South 23°48'20" West, 500.00 feet to a point;

THENCE along the division line of the lands now or formerly of Environment / One Corporation to the north and the lands now or formerly of Satesh Nandial as described in Liber 1993 of deeds at page 759 to the south, North 66°58'30" West, 469.70 feet to a point;

THENCE along the division line of the lands now or formerly of Environment / One corporation to the east and the Harmon Grove Subdivision to the west, North 22°26'30" West, 733.94 feet to the point and place of beginning containing 33.94 acres of land more or less.

Subject to any enforceable easements, rights, restrictions and/or covenants of record.

Subject to any state of facts an up-to-date abstract of title would disclose.

Town of Niskayuna

STORMWATER CONTROL FACILITY MAINTENANCE AGREEMENT

Tax Map Parcel Number(s): 31.-1-67.11
Property Address: 2773 Balltown Road
Source Deed(s) of Property: Book 1244 / Page 277

THIS AGREEMENT, made this 31 day of December, 2025, by and between Environment One Corporation, it's successors and assigns ("Facility Owner") and the Town of Niskayuna ("the Town") to provide for the long term maintenance and continuation of stormwater control measures approved by the Town for the Proposed Building Expansion, Environment One Corporation Dated March 10, 2017 (the "Project").

WITNESSETH, that

WHEREAS the Town Code of the Town of Niskayuna and the laws, rules and regulations of the State of New York require the establishment and proper maintenance of stormwater practices, and

WHEREAS, the Town and the Facility Owner desire that the stormwater control measures be built in accordance with the approved project plans and thereafter be maintained, cleaned, repaired, replaced and continued in perpetuity, unless modified with the approval of the Town, in order to ensure optimum performance of the components.

Therefore, the Town and the Facility Owner agree as follows:

1. This Agreement binds the Facility Owner to the maintenance of the stormwater management facility (the "Facility") that is depicted in the Stormwater Pollution Prevention Plan ("SWPPP") and approved project plans as prepared by ABD Engineers & Surveyors which are on file with Town of Niskayuna: Proposed Building Expansion, Environment One Corporation, dated March 10, 2017 and last revised September 22, 2023. Attached as Schedule A of this Agreement is a depiction of the Facility and instructions for its maintenance (including, but not limited to the O&M portion of the SWPPP and grading plan showing facility locations.)

2. The Facility Owner shall maintain, clean, repair, replace and continue the successful operation of all stormwater control measures, as depicted in Schedule A, to ensure optimum performance of the Facility to its design specifications.

3. The Facility Owner shall be responsible for all expenses related to the operation and maintenance of the Facility and the performance of any stormwater control measures set forth in Schedule A.

4. The Facility Owner shall provide for the periodic inspection of the stormwater management control practices, not less than once each period of time set forth in the SWPPP, to determine

the condition and integrity of the measures. Such inspection shall be certified by a Professional Engineer licensed by the State of New York. The Professional Engineer shall prepare and submit to the Town of Niskayuna Stormwater Management Officer within 30 days of the inspection, a written report of the findings including recommendations for those actions necessary for the continuation of the stormwater management control practices.

5. The Facility Owner shall not authorize, undertake or permit alteration, abandonment, modification or discontinuation of the Facility except in accordance with written approval of the Town of Niskayuna Stormwater Management Officer.

6. The Facility Owner shall undertake necessary repairs and replacement of the stormwater control measures at the direction of the Town or in accordance with the recommendations of the Professional Engineer. All repairs must be conducted under a Town issued building permit.

7. The Facility Owner shall execute an inspection and maintenance access easement that shall be binding on all subsequent landowners served by the stormwater management facility. The easement shall provide for access to the facility at reasonable times for periodic inspection by the Town of Niskayuna to ensure that the facility is maintained in proper working condition to meet design standards and any other provisions established by Town Code. The easement shall be recorded by the grantor in the office of the County Clerk after approval by the Town Board.

8. If ever the Town determines that the Facility Owner has failed to construct or maintain the stormwater management control practices in accordance with the project plan or has failed to undertake corrective action specified by the Town or by the Professional Engineer, the Town is authorized to undertake such steps as reasonably necessary for the preservation, continuation or maintenance of the stormwater management control practices and to affix the expenses thereof as a lien against the property.

9. This Agreement shall be recorded in the Office of the County Clerk, County of Schenectady, within 30 days of the date of this agreement.

10. This Agreement is effective upon signature of both parties.

11. This Agreement may not be altered except in writing, signed by all parties.

Town of Niskayuna

Signature: _____
Printed Name: _____
Title: _____
Address
1 Niskayuna Circle
Niskayuna NY, 12309

DATE: _____

Facility Owner

Signature: [signature]
Printed Name: Erik La Coppola
Title: President
Address
2773 Balltown Rd
Niskayuna, NY 12309

DATE: December 31, 2025

STATE OF NEW YORK)
)ss.:
COUNTY OF SCHENECTADY)

On the ____ day of _____, in the year 20____, before me, the undersigned, a Notary Public in and for the State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK)
)ss.:
COUNTY OF SCHENECTADY)

On the 31ST day of DECEMBER, in the year 2025, before me, the undersigned, a Notary Public in and for the State, personally appeared Eric LaCoppola, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

SUZETTE K WELLINGTON
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01WE6433916
Qualified in Rensselaer County
Commission Expires May 31, 2026

Suzette K. Wellington
Notary Public

SCHEDULE A

DEPICTION OF FACILITY AND INSTRUCTIONS FOR MAINTENANCE

Excerpt from Stormwater Pollution Prevention Plan for Environment One Building Expansion by ABD Engineers & Surveyors, LLP dated April 10, 2017 and last revised on September 22, 2023. Section 7.0 Long Term Post-Construction Inspection and Maintenance, Pages 18-21

7.0 LONG TERM POST-CONSTRUCTION INSPECTION AND MAINTENANCE

After cleaned out by the contractor once site is completely stabilized, essentially, this will involve inspections at least twice a year (after the spring thaw and in the fall) and clean out, if necessary of all stormwater areas. Inspections shall also occur after major rain events. All swales and stormwater management systems will be inspected on a regular basis. Sediments will be pumped out and/or removed based on the monthly inspection. It will be the responsibility of Owner, his heirs or assigns, for documenting these inspections and clean out work on the Structural Inspection and Maintenance Report Form.

Post-construction regularly scheduled inspections and maintenance will be necessary to ensure the permanent structural features, such as the stormwater management basins and the conveyance system components, remain optimally functional and continue to reduce the risk of sediment loading of surface water bodies.

The Owner shall overtake responsibility of inspecting and maintaining drainage and erosion control features over the lifetime of the structures and stormwater components. Maintenance personnel, employed by the Owner, must be aware of the SWPPP and should be trained to recognize signs that stabilization measures may not be performing optimally or are failing. The inspection of on-site stabilization measures will become part of routine preventative maintenance practiced by the Owner and his employees. Inspection and maintenance should be performed as described below.

Inspection
Overall Site Inspection

The overall site, embankments, and vegetation should be inspected regularly after every major rain event and at least twice a year (after the spring thaw and in the fall). The inspection should include but are not limited to:

1. Density and condition of vegetation and ground cover.
2. Erosion, differential settlement or cracking of embankment.
3. Bulging or sliding of toe of embankments.
4. Sedimentation of on-site or downstream water bodies.
5. Sedimentation of swales.
6. Sedimentation of lawn areas, paved areas.
7. Accumulation of pollutants, including oils or grease.
8. Damage of fatigue of storm associated components.

Bioretention and Storage Basin Inspection

Stormwater management basins and all associated features such as, spillways and swales should be inspected regularly after every major rain event and at least twice a year (after the spring thaw and in the fall). The inspections should include but are not limited to:

1. Density and condition of vegetation and ground cover.
2. All features of the basin should be clear of brush and tree growth.
3. Erosion, differential settlement or cracking of basin embankments.
4. Bulging or sliding of toe embankments.
5. Presence of animal burrows.
6. Evidence of clogging or sedimentation. Erosion of the flow path through the detention basin.
7. Erosion of the flow path through the detention basin.
8. Spillways should be inspected for structural integrity.
9. Spillways should be clear of obstructions.
10. Inlet/outlet riprap should be inspected for scour and dislodged stones and obstructions should be removed.
11. Accumulation of sediments at detention basins and swales.
12. All swales and detention basins should be inspected to ensure proper function and structural integrity.

Maintenance

Overall Site Maintenance

Maintenance vegetative and structural measures for soil protection is necessary to keep the storm water system functioning properly. Maintenance should include but is not limited to:

Seasonal Maintenance

1. Vegetated areas should be maintained to promote vigorous and dense growth. Lawn areas within the stormwater facility shall be mowed periodically and may require more frequent mowings depending on the growth rate.
2. Paved areas should be swept at least twice a year and in the early spring for removal of deicing materials.
3. Accumulation of litter and debris should be removed during each mowing or sweep operation.
4. Structural components of the storm system should be addressed immediately following identification.
5. Cleanout of accumulated sediments and debris should occur.
6. Detention basins and drainage way maintenance will include periodic mowing, occasional spot reseeding and weed control. Weeds and woody plants should be eradicated or cut back since they reduce the drainage efficiency.

7. Signs of scour should be repaired. Weeds and brush growth should be controlled as needed.
8. Sediment buildup within the forebay is removed when 25% of the volume has been exceeded.

Winter Maintenance

1. Remove snow and ice away from culvert end sections.
2. Snow removed from paved areas should not be piled within the stormwater management basins.
3. Use of deicing materials should be limited to sand and environmentally friendly chemical products. Use of salt mixtures should be kept to a minimum.
4. Sand used for deicing should be clean, course material free of fines, silt, and clay.
5. Materials used for deicing should be removed during the early spring by sweeping and/or vacuuming.

Bioretention and Storage Basin Maintenance Checklist

1. Side slope, embankments, inlets and overflow spillways should be mowed at least three times a year but may require more frequent mowings depending on the growth rate.
2. Aquatic benches should not be mowed, however, trees and shrubs should be removed at the inlets and outlets.
3. Accumulation of litter and debris should be removed during each mowing or sweep operation.
4. Structural components of the basin which require repair or replacement should be addressed immediately following identification.
5. Sedimentation of stormwater management basins and forebays is dependent on storage capacity, inflow and sediment load. Basins and forebays should be monitored periodically for sediment accumulation. Sediments should be removed after 25% of the water quality volume capacity has been lost, inlets/outlets become clogged or restricted, or when 12 inches has accumulated. When sediment removal is required, original grades should be restored as shown on the Construction Plans.
6. Spillways should be cleared of obstructions.
7. Inlet/outlet riprap damage due to scour be repaired.
8. Stormwater Management Facility shall be inspected and maintained at a minimum as specified in the NYSDEC Stormwater Management Design Manual.

Bioretention Basin Maintenance

The site contractor should inspect and clean all components of the basin once 80% or more grass vegetative stabilization has occurred and prior to turning it over to the OWNER. After cleaning by the Contractor, the OWNER will be responsible for inspecting, typically once a year (after the spring thaw and/or in the fall) and clean out, if

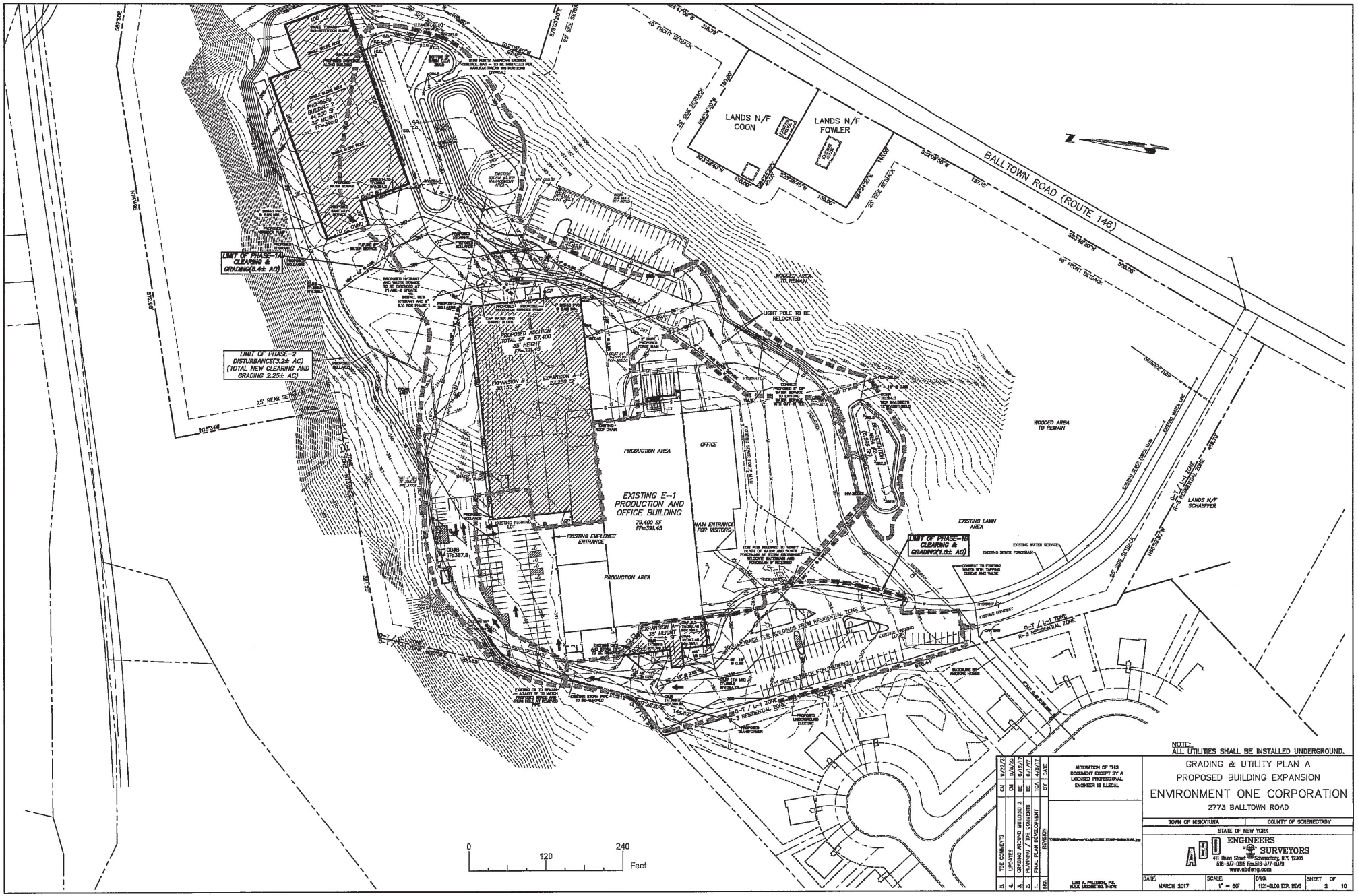
necessary of any sediment, liter etc. in the basin and its components. The basin, storm piping, and spillway should also be inspected after major rain events. Yard waste shall not be deposited within the basin and subsequent inspections by OWNER should look for these and remove if found to exist. Sediments should be removed as needed based on inspections.

It is the responsibility of the OWNER for documenting these inspections, cleaning out the stormwater facility and keeping records on file for a minimum of five years. The Town may make periodic inspections to ensure the stormwater facility is functioning adequately.

Inspections and maintenance will be necessary to ensure the permanent structural features of the stormwater facility, pipes, stone check dams, etc. and the conveyance system components, remain optimally functional and continue to reduce the risk of sediment loading reaching surface water bodies.

The OWNER is responsible for inspecting and maintaining drainage and erosion control features over the lifetime of the structures. The inspection of on-site stabilization measures should become part of routine preventative maintenance practiced by the OWNER.

STORMWATER GRADING PLAN



NOTE:
ALL UTILITIES SHALL BE INSTALLED UNDERGROUND.

NO.	REVISION	BY	DATE
5.	TOE COMMENTS	CM	9/22/22
4.	UPDATES	CM	9/6/22
3.	GRADING AROUND BUILDING 2	BS	9/13/17
2.	PLANNING / TOE COMMENTS	BS	9/1/17
1.	FINAL PLAN DEVELOPMENT	TCA	4/25/17

ALTERATION OF THIS DOCUMENT EXCEPT BY A LICENSED PROFESSIONAL ENGINEER IS ILLEGAL

LUKE A. PALLERDI, P.E.
N.Y.S. LICENSE NO. 84676

GRADING & UTILITY PLAN A
PROPOSED BUILDING EXPANSION
ENVIRONMENT ONE CORPORATION
2773 BALLTOWN ROAD

TOWN OF NISKAYUNA | COUNTY OF SCHENECTADY
STATE OF NEW YORK

ABD ENGINEERS & SURVEYORS
911 Union Street Schenectady, N.Y. 12305
518-377-0355 Fax:518-377-0379
www.abdeng.com

DATE:	SCALE:	DWG.	SHEET OF
MARCH 2017	1" = 60'	1121-BLDG EXP. RDG	2 10

Resolution No. 2026 – 73

A RESOLUTION APPOINTING A STUDENT WORKER

The following resolution was offered by **Supervisor Cassady-Dorion and Councilmember Bilofsky**, who moved its adoption, and seconded by

BE IT ENACTED, by the Town Board of the Town of Niskayuna, as follows:

WHEREAS, the Supervisor has advised that it would be appropriate to hire a student worker to assist in the Town Administrative Offices for 2026; and

WHEREAS, the Finance and General Government Committee concur with this recommendation.

NOW, THEREFORE, be it

RESOLVED, that this Town Board does hereby appoint the persons listed below, at the hourly rate set forth herein:

Administrative Offices

Name	Title	Hourly Rate
Cole Icostantino	Student Worker	$15.50

Resolution No. 2026 – 74

A RESOLUTION CALLING FOR A PUBLIC HEARING ON A SPECIAL USE PERMIT FOR CHILD DAY CARE / EDUCATIONAL FACILITIES AT 46 COMMERCE PARK DRIVE

The following resolution was offered by **Councilmember Bilofsky**, who moved its adoption, and seconded by

BE IT ENACTED, by the Town Board of the Town of Niskayuna, as follows:

WHEREAS, Chris Spraragen, agent for the property owner, submitted an Application for Site Plan Review and a special use permit for the construction of a 6,000 SF building for the Montessori Childcare Center (Child Day Care / Education Facility) at 46 Commerce Park Rd in the Town of Niskayuna

WHEREAS, the zoning classification of the properties is OT/LI Office Technology / Light Industrial Zoning District, and

WHEREAS, Section 220-10 District Regulations includes (M) OT/LI Office Technology / Light Industrial Zone, (3) (c) Educational Facilities and (3) (d) Child day-care facilities; which are allowable special principal uses with permit by the Town Board, and

WHEREAS, the Planning Board will conduct a public hearing on March 9, 2026 to consider the application for site plan approval, subdivision and special use permit, and

WHEREAS, the application was referred to the Conservation Advisory Council (CAC) for their review, and

WHEREAS, the application was referred to the Schenectady County Planning Department, and

WHEREAS, it is necessary for this Town Board to conduct a public hearing prior to taking action on this application for a special use permit.

NOW THEREFORE, be it hereby

RESOLVED, that this Town Board does hereby call for a Public Hearing to be held on Thursday, March 26 at 6:00 o'clock, p.m. at the Town Hall, 1 Niskayuna Circle, Niskayuna,

New York 12309, during which time all parties will be afforded an opportunity to be heard on the aforementioned application for a special use permit.

TOWN OF NISKAYUNA
Code of Conduct

WELCOME

Welcome to the Town of Niskayuna! We recognize that our job is to serve the public. We appreciate your partnership as we work together to conduct the business of our Town and build our community.

TOWN BUILDINGS AND FACILITIES

As you visit Town buildings and facilities and interact with public officials and staff, please be sure to:

- Ask for assistance should you need anything;
- Bring any safety concerns to our attention;
- Keep our buildings and grounds neat and clean;
- Follow posted use and safety instructions; and
- Treat other visitors and Town employees respectfully.

PUBLIC MEETINGS

The Town of Niskayuna strives to conduct business in a transparent manner. To that end:

- We welcome the public to our various committee and Board meetings;
- We follow Robert's Rules of Order at meetings;
- We ask that visitors respect these rules and behave in accordance with these professional standards; and
- We ask that public comments be factual, pertinent to the topic under discussion, and contained within the allotted time.

THANK-YOU

The officials and staff of the Town of Niskayuna take great pride in serving our community in a courteous and professional manner. The safety and well-being of our residents and employees is our priority. We appreciate the opportunity to assist you.