Erin Cassady-Dorion
Supervisor

NISKAYUNA TOWN MEETING

Tuesday, April 22, 2025 at 7:00pm

TOWN COUNCIL
Jessica Brennan
John Della Ratta
Bill McPartlon
Jason Moskowitz

AGENDA FOR APRIL 22, 2025 REGULAR TOWN BOARD MEETING

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **PLEDGE OF ALLEGIANCE**

4. **PRIVILEGE OF THE FLOOR**

5. **COMMITTEE REPORTS**

6. **SUPERVISOR'S REPORT**

7. **RESOLUTIONS**

8. 2025 – 100 (Sponsored by Supervisor Cassady-Dorion) A Resolution authorizing payment to Tyler Technologies, Inc. for renewal of software licensing and support services

9. 2025 – 101 (Sponsored by Councilmember Della Ratta) A Resolution amending fire inspection fees

10. 2025 – 102 (Sponsored by Councilmember McPartlon) A Resolution hiring recreation attendants in the Town's Office of Community Programs

11. 2025 – 103 (Sponsored by Councilmember Della Ratta) A Resolution appointing an individual to the Conservation Advisory Council

12. 2025 – 104 (Sponsored by Councilmember McPartlon) A Resolution authorizing the hiring of a contractor to resurface basketball courts in the Town of Niskayuna

13. 2025 – 105 (Sponsored by Councilmember McPartlon) A Resolution authorizing the Superintendent of Highways to award a contract for certain lawn mowing and trimming services for Baker Avenue Park

14. 2025 – 106 (Sponsored by Councilmember Brennan and Councilmember McPartlon) A Resolution authorizing the disposition of certain Town-owned surplus equipment

15. 2025 – 107 (Sponsored by Supervisor Cassady-Dorion) A Resolution authorizing certain budgetary modifications and interfund transfers

16. 2025 – 108 (Sponsored by Councilmember Moskowitz) A Resolution appointing a Water and Sewer Maintenance Worker in the Town's Water and Sewer Department

17. 2025 – 109 (Sponsored by Councilmember Della Ratta) A Resolution appointing a student representative to the Complete Streets Committee

18. 2025 – 110 (Sponsored by Supervisor Cassady-Dorion) A Resolution authorizing the Supervisor to enter into an amendment to the Utility Credit Purchase Agreement

19. 2025 – 111 (Sponsored by Councilmember Della Ratta) A Resolution authorizing expenditures from fund balance

20. 2025 – 112 (Sponsored by Councilmember Moskowitz) A Resolution authorizing the Town to enter into a Memorandum of Understanding with the CSEA Water and Sewer Bargaining Unit

21. 2025 – 113 (Sponsored by Councilmember Moskowitz) A Resolution authorizing refunds for fully unused transfer station punch cards

22. 2025 – 114 (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

23. 2025 – 115 (Sponsored by Councilmember Brennan) A Resolution authorizing the purchase of a police vehicle

24. 2025 – 116 (Sponsored by Councilmember Brennan) A Resolution authorizing the purchase of police department equipment utilizing grant money

25. 2025 – 117 (Sponsored by Supervisor Cassady-Dorion) A Resolution authorizing the purchase and installation of a new camera system on Town property

26. 2025 – 118 (Sponsored by Councilmember McPartlon) A Resolution establishing certain fees and setting dates related to the 2025 Town of Niskayuna Farmer’s Market and acknowledging the Farmer’s Market Committee Members

27. 2025 – 119 (Sponsored by Supervisor Cassay-Dorion) A Resolution calling for a public hearing regarding a five-year PHA Plan for the Town of Niskayuna Section 8 Housing Choice Voucher Program

28. **MOTION TO ADJOURN**

Resolution No. 2025 – 100

A RESOLUTION AUTHORIZING PAYMENT TO TYLER TECHNOLOGIES, INC. FOR RENEWAL OF SOFTWARE LICENSING AND SUPPORT SERVICES

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 Town Comptroller has advised of the need to renew annual licenses for maintenance of Munis financial management and human resource software and support services; and

WHEREAS, the Town Comptroller has recommended payment to Tyler Technologies, Inc. for software licenses and support services for the period May 1, 2025 through April 31, 2026; and

WHEREAS, the Finance and General Government Committee concurs with his recommendation.

NOW, THEREFORE, be it

RESOLVED, that this Town Board does hereby authorize payment to Tyler Technologies, Inc., P.O. Box 203556, Dallas, Texas 75320, for annual Munis software licenses and support services, in an amount not to exceed $26,614.75.

Resolution No. 2025 - 101

A RESOLUTION AMENDING FIRE INSPECTION FEES

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

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

WHEREAS, Chapter 105 of the Code of the Town of Niskayuna calls for the Town Board of the Town of Niskayuna to establish a fee schedule for fire prevention inspections required by the New York State Uniform Fire Prevention and Building Code, and

WHEREAS, the Economic Development, Historic Preservation, and Environmental Conservation Committee and the Finance and General Government Committee have reviewed the existing flat fees and recommended that they be amended to a rate structure that is reflective of the square footage of the inspection spaces.

NOW THEREFORE, be it

RESOLVED, that this Town Board does hereby adopt the following fee schedule, such fees to replace those currently in effect immediately:

Annual Fire Inspection		**1st Reinspection after violation**	**Second and Subsequent reinspection after violation**
5,000 SF & under	$75	no fee	$75 / additional reinspection
5,001 SF to 10,000 SF	$125	no fee	$125 / additional reinspection
10,001 SF to 25,000 SF	$200	no fee	$200 / additional reinspection
25,001 SF & greater	$250	no fee	$250 / additional reinspection
Multi-Family Dwelling Units			
Base Fee per Building (3 Units)	$50	no fee	$25 / each unit requiring additional reinspection
Each additional Apartment Unit	$10		

Resolution No. 2025 – 102

A RESOLUTION HIRING RECREATION ATTENDANTS IN THE TOWN'S OFFICE OF COMMUNITY PROGRAMS

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 advised that it would be appropriate to hire seasonal employees to work for the Town's Office of Community Programs,

WHEREAS, the Parks and Community Programs Committee and the Finance and General Government Committee recommend the hiring of such seasonal employees.

NOW THEREFORE, be it

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

Niskayuna Community Programs
Spring Soccer
As of April 22, 2025

NAME	TITLE	RATE PER HR.
Bowman, Raymond	Rec. Attendant	15.50
Clark, Griffin	Rec. Attendant	15.50
Cueman, Oliver	Rec. Attendant	15.50
Faga, Matthew	Rec. Attendant	15.50
Garrett, Luke	Rec. Attendant	15.50
Geveci, Emre	Rec. Attendant	15.50
Isaacson, Alexander	Rec. Attendant	15.50
Krastins, Peter	Rec. Attendant	15.50
Lin, Jacky	Rec. Attendant	15.50
Lloyd, Noah	Rec. Attendant	15.50
Michael, Marvin	Rec. Attendant	15.50
Mills, Corinne	Rec. Attendant	15.50
Raja, Kavin	Rec. Attendant	15.50
Roy, Soham	Rec. Attendant	15.50
Steele, John	Rec. Attendant	15.50

Tomko, Peter	Rec. Attendant	15.50
Utter, Sylvia	Rec. Attendant	15.50

Resolution No. 2025 - 103

A RESOLUTION APPOINTING AN INDIVIDUAL TO THE CONSERVATION ADVISORY COUNCIL

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

RESOLVED, that this Town Board does hereby appoint the following persons as members of the Conservation Advisory Council for the Town of Niskayuna for calendar year 2025:

Name	Address
Daniel MacPherson	2121 Orchard Park Drive

Resolution No. 2025 - 104

A RESOLUTION TO AUTHORIZE THE HIRING OF A CONTRACTOR TO RESURFACE BASKETBALL COURTS IN THE TOWN OF NISKAYUNA

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 Superintendent of Highways has recommended the hiring of a contractor to resurface the Town's basketball courts at Blatnick Park, River Road Park and Avon Crest Park, and

WHEREAS, the Transportation and Public Facilities Committee concurs with this recommendation, and

WHEREAS, the Superintendent of Highways recommends that such contract be awarded through Sourcewell, a program that utilizes a competitive bid process through a sealed-bid process.

NOW THEREFORE, be it

RESOLVED, that this Town Board does hereby authorize the Superintendent of Highways to employ CRAFCO, P.O. Box 595, Nassau, New York 12123, for the resurfacing of the Town's basketball courts at Blatnick Park, River Road Park, and Avon Crest Park at a cost not to exceed $12,878.00 for Avon Crest basketball court, $13,507.00 for Blatnick Park basketball courts, and $9,043.00 for River Road basketball court, all of such funding to be through grant sources.

Resolution No. 2025 - 105

A RESOLUTION AUTHORIZING THE SUPERINTENDENT OF HIGHWAYS TO AWARD A CONTRACT FOR CERTAIN LAWN MOWING AND TRIMMING SERVICES FOR BAKER AVENUE PARK

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 Superintendent of Highways has recommended retaining lawn mowing and trimming services for Baker Avenue Park within the Town of Niskayuna; and

WHEREAS, quotes were received pursuant to the Town of Niskayuna purchasing policy, and the Superintendent of Highways recommends awarding the contract to the contractor providing the lowest quote for the requested services; and

WHEREAS, the Transportation and Public Facilities Committee concurs with this recommendation.

NOW THEREFORE, be it

RESOLVED, that this Town Board does hereby award a contract for the mowing of Baker Avenue Park to Patriot Mowers of Saratoga, with a place of business at 35 Whitney Road S, Saratoga Springs, New York 12866 at the costs set forth on the attached sheet.

It is the intent of this to solicit quotes for the mowing and maintaining of Baker Ave Park in the Town of Niskayuna starting late April and continue until the end of October (weather permitting on start/end months). The successful bidder will provide the labor to do the mentioned work .

2025 Mowing and maintaining of BAKER AVE PARK in Niskayuna

The contractor shall complete the following mowing schedule at Baker Ave Park

On a schedule as followed:
Spring clean up done on or about April 25st (weather permitting) $ 600.00
Additional Spring Clean up if needed (upon town approval) $ TBD.

May mow, weed wack and rake/clean up clippings (5 times –weekly 5/2, 5/9, 5,16,5/23,5/30)
At a cost of $ 175.00 per week for a total of $ 875.00 for the month

June mow, weed wack and rake/clean up clippings (4 times- weekly 6/6,6/13,6/20,6/27)
At a cost of $ 175.00 per week for a total of $ 700.00 for the month

July mow, weed wack and rake/clean up clippings (4 times- weekly 7/4,7/11,7/18,7/25)
At a cost of $ 175.00 per week for a total of $ 700.00 for the month

August mow, weed wack and rake/clean up clippings (5 times – weekly 8/1.8/08,/15,8/22,8/29)
At a cost of $ 175.00 per week for a total of $ 875.00 for the month

Sept. mow, weed wack and rake/clean up clippings (4 times- weekly 9/5,9/12,9/19,9/26)
At a cost of $ 175.00 per week for a total of $ 700.00 for the month

October mow, weed wack and rake/clean up clippings (2 times- weekly 10/3,10/10)
At a cost of $ 175.00 per week for a total of $ 350.00 for the month

Fall clean up done on or about October 17th (weather permitting) $ 600.00

Additional fall clean up if needed on or about November (upon town approval) $ 600.00

Any additional mowings shall be $ 175.00 per mow which will aslo include the weed wacking and removal of clippings.

Any additional work above and beyond the mentioned shall be priced out accordingly with a written quote.

Resolution No. 2025 - 83

A RESOLUTION AUTHORIZING THE DISPOSITION OF CERTAIN TOWN-OWNED SURPLUS EQUIPMENT

The following resolution was offered by **Councilmember Brennan** and **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 Chief of Police and Coordinator of Community Programs have advised that there is surplus equipment no longer used or needed by the Town; and

WHEREAS, the Chief of Police and the Coordinator of Community Programs recommend that the remainder of the surplus equipment be disposed of in a manner at auction that gives the Town the best value for said surplus equipment; and

WHEREAS, the Police and Public Safety Committee and the Transportation, Public Facilities, and Community Programs Committee concurs with these recommendations.

NOW THEREFORE, be it

RESOLVED, that the Chief of Police and Coordinator of Community Programs are authorized to dispose of such surplus property as described below and on the pages attached hereto:

Description	Model; Serial No.
2016 Chevy Impala	VIN # 2G1WA5E30G1145246
2021 Ford PI Utility	VIN #1FM5K8AB7MGC02180
2020 Ford PI Utility	VIN #1FM5K8B8LGA55382
36" Frigidair Freezer MF421M36	N/A
Refrig GE Model TBX 20JK	N/A

Resolution No. 2025 – 107

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 transfers of funds as indicated on the sheets attached hereto and made a part hereof.

Budget Modifications
12/31/2024

GENERAL FUND

APPROPRIATIONS		DECREASE	INCREASE	TOTAL
A001410-4152	CODIFICATION EXPENSE	630.00		
A001410-1100	PERSONAL SERVICES		630.00	
A003120-2000	EQUIPMENT/CAPITAL OUTLAY	200.42		
A003120-2300	VEHICLE PURCHASES	102.21		
A003120-2530	FIREARM PURCHASES	444.48		
A003120-4004	UNIFORM PURCHASES	1,783.46		
A003120-4005	POLICE VESTS	37.80		
A003120-4060	MEMBERSHIPS & TRAINING	2,689.72		
A003120-4100	SUPPLIES & MATERIALS	1,250.90		
A003120-4102	UNIFORM CLEANING	399.33		
A003120-4112	FIREARM & RANGE SUPPLIES	2,714.41		
A003120-4118	VEHICLE REPAIRS - INSURED	1,090.00		
A003120-4138	VEHICLE MAINTENANCE	882.36		
A003120-4150	VEHICLE & EQUIPMENT GASOLINE	1,373.95		
A003120-4410	SERVICE ON EQUIPMENT	5,467.63		
A003120-4550	IMPOUNDMENTS - TOWING	830.00		
A003120-4575	UCC DISPATCH ASSESSMENT	9,037.45		
A003120-4585	POLICE DA TESTING	500.00		
A003120-4600	MISCELLANEOUS & CONTRACTUAL	3,052.75		
A003120-4645	VENDOR BACKGROUND CHECKS	144.80		
A003310-4104	TRAFFIC SIGNS	3,018.02		
A003120-1055	DEPUTY CHIEF		30,402.44	
A003120-1250	PERSONAL SERVICES		4,617.25	
A007610-4600	MISCELLANEOUS & CONTRACTUAL	2,191.80		
A007610-1300	PERSONAL SERVICES		2,191.80	
A008020-1425	PERSONAL SERVICES	991.62		
A008010-1000	PERSONAL SERVICES		150.84	
A008010-1275	PERSONAL SERVICES		671.05	
A008010-1300	PERSONAL SERVICES		36.03	
A008010-1400	PERSONAL SERVICES		133.70	
A008160-4300	INSURANCE	294.24		
A008140-1225	PERSONAL SERVICES		294.24	
		39,127.35	39,127.35	(0.00)

REVENUE				
		-		
		-	-	-

FUND BALANCE				
		-		
		-	-	-
				(0.00)

Budget Modifications
12/31/2024

GENERAL FUND

APPROPRIATIONS		DECREASE	INCREASE	TOTAL
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A001410-1100	PERSONAL SERVICES		630.00	
A003120-2000	EQUIPMENT/CAPITAL OUTLAY	200.42		
A003120-2300	VEHICLE PURCHASES	102.21		
A003120-2530	FIREARM PURCHASES	444.48		
A003120-4004	UNIFORM PURCHASES	1,783.46		
A003120-4005	POLICE VESTS	37.80		
A003120-4060	MEMBERSHIPS & TRAINING	2,689.72		
A003120-4100	SUPPLIES & MATERIALS	1,250.90		
A003120-4102	UNIFORM CLEANING	399.33		
A003120-4112	FIREARM & RANGE SUPPLIES	2,714.41		
A003120-4118	VEHICLE REPAIRS - INSURED	1,090.00		
A003120-4138	VEHICLE MAINTENANCE	882.36		
A003120-4150	VEHICLE & EQUIPMENT GASOLINE	1,373.95		
A003120-4410	SERVICE ON EQUIPMENT	5,467.63		
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A003120-4600	MISCELLANEOUS & CONTRACTUAL	3,052.75		
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A003120-4104	SIGNS	3,018.02		
A003120-1055	DEPUTY CHIEF		30,402.44	
A003120-1250	PERSONAL SERVICES		4,617.25	
A007610-4600	MISCELLANEOUS & CONTRACTUAL	2,191.80		
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A008010-1000	PERSONAL SERVICES		150.84	
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A008010-1400	PERSONAL SERVICES		133.70	
A008160-4300	INSURANCE	294.24		
A008140-1225	PERSONAL SERVICES		294.24	
		39,127.35	39,127.35	(0.00)

REVENUE				
		-		
		-	-	-

FUND BALANCE				
		-		
		-	-	-
				(0.00)

Resolution No. 2025 - 108

A RESOLUTION APPOINTING A MAINTENANCE WORKER IN THE TOWN'S WATER AND SEWER DEPARTMENT

The following resolution was offered by **Councilmember Moskowitz,** 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 recommended the appointment of a Maintenance Worker in the Town's Water & Sewer Department; and

WHEREAS, the Public Works Committee concurs with this recommendation.

NOW THEREFORE, be it

RESOLVED, that this Town Board does hereby appoint Carlo Bergami who resides at 889 Pearse Road, Niskayuna, NY 12309 to the position of full-time Maintenance Worker in the Town's Water and Sewer Department, subject to the probationary provisions of the Civil Service Law; and be it

FURTHER RESOLVED, that the compensation for said Carlo Bergami is pursuant to the CSEA, Local 1000 AFSCME, AFL-CIO Base Collective Bargaining Agreement max pay $27.0510/hour; and be it

FURTHER RESOLVED, that the Town Clerk on behalf of this Town Board is hereby authorized and directed to notify the said Carlo Bergami of the above-described appointment.

Resolution No. 2025 - 109

A RESOLUTION APPOINTING A **STUDENT REPRESENTATIVE TO THE COMPLETE STREETS COMMITTEE**

The following resolution was offered by **Councilmember Della Ratta**, 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 appoint the following persons as student representatives to the Complete Streets Committee for the Town of Niskayuna for calendar year 2025:

Name	Address
Maddie Hannah	Niskayuna Student Representative

Resolution No. 2025 - 110

A RESOLUTION TO APPROVE AND AUTHORIZE THE SUPERVISOR TO ENTER INTO AN AMENDMENT TO A UTILITY CREDIT PURCHASE AGREEMENT

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 Schenectady County Solar Energy Consortium was created on August 22, 2017 through the Schenectady County Countywide Shared Services Property Tax Savings Plan; and

WHEREAS, Schenectady County facilitated a comprehensive Request for Proposals for solar electricity on behalf of the Schenectady County Solar Energy Consortium; and

WHEREAS; the Schenectady County Legislature awarded the project to General Electric International Incorporated (GEII); and

WHEREAS, Schenectady County and GEII entered into a Memorandum of Understanding (MOU) following the award by Schenectady County to GEII as the "Preferred Provider";

WHEREAS; the Town of Niskayuna was permitted to piggyback Schenectady County's award to GEII and enter into a MOU with GEII and other County municipalities in order to further the goals of the Schenectady County Solar Energy Consortium; and

WHEREAS, the Town of Niskayuna entered into a twenty-five year MOU with GEII that creates relative cost certainty for municipal energy during that timeframe, supports renewable energy across Schenectady County, and reduces the Town of Niskayuna's overall greenhouse gas emissions; and

WHEREAS, since entering into the agreement, GE Solar has become DSD Renewables; and

WHEREAS, DSD Renewables has a proposed an amendment to the agreement, under which the Consortium will receive one bill from National Grid with the solar savings directly applied and would all the Consortium to receive a minimum 10% discount to the variable market rate plus quarterly payments from DSD Renewables, ensuring that the Consortium never pays “negative savings”; and

WHEREAS, the Finance and General Government Committee recommends entering into the amendment to the agreement.

NOW THEREFORE, be it

RESOLVED, that this Town Board does hereby approve the Amendment to the Utility Credit Purchase Agreement with DSD Renewables, a copy of which is annexed hereto, and authorizes the Supervisor to execute the agreement.

First Net Crediting Amendment to the Utility Credit Purchase Agreement

This First Net Crediting Amendment to the Utility Credit Purchase Agreement (the "Amendment") is entered into as of __________________ ("Amendment Effective Date") by and between [ ], having a place of business at [ ] ("Seller") and [Purchaser name] at [Purchaser address] ("Purchaser"). In this Amendment, Seller and Purchaser are sometimes referred to individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, on [date of original Agreement], the Parties entered into that certain Utility Credit Purchase Agreement (the "Agreement"); and

WHEREAS, the Facility is enrolling in New York's Net Crediting Program, as a result of which Seller will no longer send Purchaser an invoice for payment, but instead Seller will pay Purchaser directly and/or have credits applied directly to Purchaser's Utility bill; and

WHEREAS, the Parties wish to modify how Purchaser receives compensation under the Agreement in accordance with the Net Crediting Program;

NOW, **THEREFORE**, for valuable consideration received or to be received, including but not limited to the performance by the Parties of their respective obligations under the Agreement, as amended hereby, the Parties agree to the following amendment to the Agreement.

1. All capitalized terms not otherwise defined in this Amendment have the meanings ascribed to such terms in the Agreement.

2. The definition of "Utility Credits" in Section 1(a) is amended and restated as follows:

   "Utility Credits" means the full, undiscounted value in dollars of the Energy Output in any Billing Cycle determined by the Utility with reference to the applicable components of the Value Stack (as defined in the VDER Program Orders, including any successor compensation mechanism) and any other Applicable Law and the applicable Program Tariff, as allocated to the Accounts, inclusive of any Net Credit Value, and as may be set forth on an invoice received by the Purchaser from the Utility for the applicable Billing Cycle.

3. The following definitions are added to Section 1(a) of the Agreement:

   a. "Enrollment Date" has the meaning set forth in Section 6(b).

   b. "First Quarterly Payment Date" means the date of March 31, June 30, September 30, or December 31 that first occurs after the Amendment Effective Date.

   c. "Net Crediting Program" means the program established by the Utility providing for consolidated billing for community distributed generation projects pursuant to the PSC's Order Regarding Consolidated Billing for Community Distributed Generation, dated December 12, 2019, in Case No. 19-M-0463 (or any successor thereto), including any applicable tariffs or manuals.

   d. "Net Credit Value" means the dollar amount equal to ten percent (10%) of the Utility Credits that are applied directly to the applicable Purchaser's Account(s) under the Net Crediting Program.

   e. "Quarterly Payment" has the meaning set forth in Section 6(c).

   f. "True Up Adjustment" has the meaning set forth in Section 6(c).

4. The first sentence in Section 5(b)(ii) of the Agreement is hereby amended and restated as follows:

Purchaser shall direct the Utility to provide Seller with access to the billing and consumption information for the Accounts in order to verify the Utility Credits that are allocated to the Accounts, and Seller shall use such information as needed to calculate the Net Credit Value and the allocations of the Utility Credits as provided in Exhibit A, as may be updated from time to time.

5. Section 6(a), (b) and (c) of the Agreement is hereby amended and restated as follows:

6. **Purchase and Sale of Utility Credits; Payment**

a. **Sale and Purchase of Utility Credits**. Commencing on the Credit Start Date and continuing until the last day of the Term, Purchaser shall purchase and accept from Seller Utility Credits that are allocated to Purchaser's Accounts for each monthly billing cycle (as such billing cycle is established for Purchaser by the Utility) (the "Billing Cycle").

b. **Monthly Payment and Net Credit Value**.

(i) **Pre-Enrollment Date Monthly Payment**.

a) **Monthly Payment**. Beginning on the Amendment Effective Date but before the date on which a discount equal to the Net Credit Value is first applied to Purchaser's Utility bill under the Net Crediting Program (such date, the "Enrollment Date"), for each Billing Cycle, Purchaser shall pay Seller an amount equal to the product of the Utility Credits allocated to Purchaser for such Billing Cycle multiplied by zero point nine (0.9) (such payment, the "Monthly Payment").

b) **Invoicing and Payment**. Prior to the Enrollment Date, Seller shall invoice Purchaser monthly for the Monthly Payment applicable to the prior month. Each monthly invoice shall state (i) the portion of the Energy Output of the Facility corresponding to the Utility Credits allocated to the Accounts in such Billing Cycle (in kWhs), (ii) the Utility Credits allocated to the Accounts for the corresponding Billing Cycle and their associated \$/kWh rate, (iii) any other charges then due and payable by Purchaser, if any, under this Agreement, and (iv) the total amount due from Purchaser. Purchaser shall pay the invoiced amount within thirty (30) days of the invoice date. Purchaser shall make its payment by wire transfer (or other mutually agreeable method) in immediately available funds to the account designated by Seller. Seller may charge Purchaser interest at the Interest Rate for invoiced amounts as to which payment is not made when due.

(ii) **Post-Enrollment Date Net Credit Value**. Beginning on the Enrollment Date, Purchaser will not owe any payment to Seller for Utility Credits purchased hereunder. Under the Net Crediting Program, Purchaser will receive a bill discount equal to the Net Credit Value on Purchaser's Accounts for Purchaser's share of such Utility Credits' value directly from the Utility. For each Billing Cycle, the Net Credit Value will be applied directly to Purchaser's Accounts based on the Facility's Energy Output associated with Utility Credits allocated to Purchaser's Accounts. Under the Net Crediting Program, Seller will receive compensation directly from the Utility for such Utility Credits.

c. **Quarterly Payment**. Beginning on the First Quarterly Payment Date and every subsequent three-month period thereafter during the Term, Seller will pay to Purchaser an amount equal to the greater of zero dollars (\$0) or the result of the following formula:

VDER Amount – PPA Amount +/– any True Up Adjustment where:

VDER Amount = *the product of* (i) zero point nine (0.9), *and* (ii) the Utility Credits allocated to Purchaser for the three (3) prior completed Billing Cycles.

PPA Amount = *the product of* (i) the portion of the Energy Output (measured in kWh) of the Facility associated with the Utility Credits allocated to Purchaser for the three (3) prior completed Billing Cycles, *and* (ii) the applicable Energy Rate for the three (3) prior completed Billing Cycles.

True Up Adjustment = the definition set forth in this section (such payment, a "Quarterly Payment").

If information concerning any of the Utility Credits (or their associated Energy Output) allocated to Purchaser for the three (3) prior months is unavailable to Seller on the First Quarterly Payment Date or at the end of any subsequent three-month period thereafter, Seller shall reasonably forecast the value of such Utility Credits and/or the amount of such associated Energy Output. The applicable Quarterly Payment shall be based on such forecast. If such information becomes available by the end of the following three-month period or any subsequent three-month period thereafter, then Seller will adjust the following or subsequent Quarterly Payment (as applicable) to reflect any difference between the actual Utility Credits and/or Energy Output and Seller's prior forecast of such Utility Credits and/or Energy Output (such adjustment, a "True Up Adjustment"). If the application of the True Up Adjustment results in a Quarterly Payment of zero dollars ($0), then Seller may apply the remainder of such True Up Adjustment to reduce the amount of any future Quarterly Payments during the Term. Seller will make commercially reasonable efforts to provide Purchaser a statement with each Quarterly Payment detailing the calculation of the True Up Adjustment.

Seller reserves the right to offset or otherwise adjust any Quarterly Payment for any past due, undisputed invoiced amounts owed by Purchaser under this Agreement.

For the avoidance of doubt, (i) the applicable Energy Rate in the formula set forth in this section shall reflect the 1.0 percent annual increase on the anniversary of the Contract Year; (ii) if the formula set forth in this section results in a Quarterly Payment that is less than or equal to zero, Seller shall not owe a Quarterly Payment to Purchaser for that period; and (iii) Utility Credits include the Net Credit Value.

The first and final Quarterly Payment will be made on a pro-rata basis and will be based on Seller's reasonable forecasts if any Utility Credits or their associated Energy Output allocated to Purchaser during the applicable Billing Cycles are unavailable.

Quarterly Payments shall be made by wire transfer, paper check, or other mutually agreeable method. Purchaser shall provide Seller any bank account information necessary to effectuate any wire transfer made under this section.

6. Section 6(f) of the Agreement is hereby amended and restated as follows:

.f **Payment Disputes**. If a Party disputes in good faith the amount of a Net Credit Value paid by the Utility, a Monthly Payment, or a Quarterly Payment, the disputing Party shall promptly notify the other Party in writing of the basis for the dispute and timely pay all undisputed amounts. The Parties shall resolve all disputes in accordance with the provisions of Section 12.f. Upon resolution of the dispute, any required payment (including any interest thereon at the Interest Rate) shall be made within thirty (30) days of such resolution. In the event of any overpayment, the overpayment amount (plus all interest thereon accrued at the Interest Rate) shall be returned by the receiving Party upon request by the other Party, or may otherwise be set off against subsequent payments. A Party shall be entitled to initiate a dispute with respect to any payment amount for twelve (12) months following its receipt of such payment or when such payment should have been received under the terms of this Agreement, and thereafter all claims with respect thereto shall be waived by the disputing Party except in the case of fraud or willful misconduct by the other Party.

7. Section 7(a) of the Agreement is hereby amended and restated as follows:

a. **Utility Credit Eligibility and Approvals**. Seller shall use commercially reasonable efforts to apply for and obtain all approvals necessary for the Facility to participate in the Net Crediting Program and be a Community Distributed Generation (as defined in the VDER Program Orders) such that the Energy Output shall be eligible to receive Utility Credits, and Purchaser shall reasonably cooperate with Seller in connection therewith.

8. Section 7(c) of the Agreement is hereby amended to add the following after the last sentence in this section:

c. **Purchaser Obligations**. Purchaser agrees to provide Seller any information or authorizations necessary to confirm with the Utility that Purchaser is not already treated by the Utility as a net metered customer generator, a remote net metered host, a remote crediting host, a remote crediting satellite, or a CDG satellite account. Purchaser understands that Purchaser's treatment under any of the foregoing will disqualify Purchaser from receiving Utility Credits from Seller under the Net Crediting Program and shall permit Seller to immediately terminate this Agreement.

9. Section 8(b) of the Agreement is amended to include the following new subsection (iii):

iii. Purchaser is not treated by the Utility as a net metered customer generator, a remote net metered host, a remote crediting host, a remote crediting satellite, or a CDG satellite account, except as pursuant to this Agreement.

10. Section 9(b)(ii) of the Agreement is hereby amended and restated as follows:

If this Agreement is terminated pursuant to Section 9.b.i, Seller shall notify the Utility, and Seller and Purchaser shall cooperate to make all related filings with the Utility within ten (10) Business Days thereafter to cease allocating Utility Credits to the Accounts. As of the termination of this Agreement, Seller shall have no further obligation to allocate the Purchaser Percentage to Purchaser or make any Quarterly Payments, and Purchaser shall have no further right hereunder to the Purchaser Percentage, any Quarterly Payments, or any Utility Credits and no obligation to accept the allocation of the Utility Credits.

11. Section 9(c)(i) of the Agreement is hereby amended and restated as follows:

i. In the event that this Agreement is terminated by Seller as provided in Section 9.b, then Seller shall calculate a payment (the "Purchaser Termination Payment") in a commercially reasonable manner as follows: The Purchaser Termination Payment shall be an amount equal to the greater of (i) the sum of all amounts owed to Seller hereunder as of the date of such termination plus the Net Settlement Amount, less any amounts owed by Seller to Purchaser as of the date of such termination; or (ii) zero. For the avoidance of doubt, under no circumstance shall Seller owe a Purchaser Termination Payment to Purchaser.

12. Section 10(a)(1) of the Agreement is hereby amended and restated as follows:

i. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SELLER'S LIABILITY TO PURCHASER UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY AND WILL IN NO EVENT EXCEED THE AGGREGATE SUM OF THE AMOUNTS PAID TO SELLER (A) BY UTILITY UNDER THE NET CREDITING PROGRAM IN RESPECT OF THIS AGREEMENT AND (B) BY PURCHASER UNDER THIS AGREEMENT DURING THE TWELVE MONTHS PRIOR TO THE APPLICABLE CLAIM LESS ANY DAMAGES PREVIOUSLY PAID TO PURCHASER HEREUNDER OR, IF APPLICABLE, UNDER ANY LEASE. SUCH AMOUNT SHALL BE PURCHASER'S SOLE AND EXCLUSIVE REMEDY, AND PURCHASER HEREBY WAIVES ALL OTHER REMEDIES OR DAMAGES AT LAW OR EQUITY. OTHER THAN AS EXPRESSLY PROVIDED HEREIN. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY

FOR CONSEQUENTIAL (OTHER THAN DIRECT OR ACTUAL), PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGE.

13. Except as specifically modified by this Amendment, the Agreement has not terminated and shall continue in full force and effect and is hereby ratified and confirmed.

14. This Amendment is governed by the law of the State of New York without giving effect to the principles of conflict of laws that would require the application of any other law.

15. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one original, and in the event that any signature is delivered electronically via portable document format (PDF) transmission, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such PDF signature page were an original thereof.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Parties have duly executed this First Net Crediting Amendment to the Utility Credit Purchase Agreement, in accordance with Section 13(k) of the Agreement, as of the date stated in the first paragraph herein.

"SELLER": [____]

By: ____

Name:

Title:

"PURCHASER": [____]

By: ____

Name:

Title:

Resolution No. 2025 - 111

A RESOLUTION AUTHORIZING EXPENDITURES FROM FUND BALANCE

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

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

WHEREAS, this Town Board, by its Resolution No. 2021-180, authorized the submittal of an application for monies through the New York State Climate Smart Communities Grant Program and certified that it has identified and secured the required match; and

WHEREAS, the Town was informed that it had been awarded a New York State Climate Smart Communities Grant Program, in the amount of $25,000.00 (DEC) with a required $25,000.00 Town match for Greenhouse Gas Inventories and a Government Operations Climate Action Plan and this Town Board by Resolution No. 2022-37 accepted the Climate Smart Communities Grant ($50,000 total); and

WHEREAS, by Resolution No. 2022-122 this Town Board authorized the Town's fund source for the match ($25,000.00) to come from monies contained in fund balance; and

WHEREAS, by Resolution No. 2024-47 the Town Board authorized the acceptance and execution of a contract with Climate Action Associations for the above referenced grant work, at a cost not to exceed $50,000.00; and

WHEREAS, by Resolution No. 2024-212 the Town Board adopted the first portion of the Climate Action Associations Contract, the Government Greenhouse Gas Inventory, as a vital step in developing its Government Climate Action Plan, for which the Town has received an invoice; and

WHEREAS, the Town Comptroller advises that it is necessary at this time to re-authorize expenditures from fund balance for the total match and reimbursement ($50,000.00) to reflect that such was encumbered for calendar year 2025; and

NOW THEREFORE, be it

RESOLVED, that this Town Board does hereby authorize expenditures of $50,000.00 for the Climate Smart Communities Grant previously accepted by this Town Board by Resolution No. 2022-37 to come from monies contained in fund balance, with $25,000.00 of these monies to be reimbursed by the DEC.

Resolution No. 2025 - 112

A RESOLUTION TO AUTHORIZE THE TOWN TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CSEA WATER AND SEWER BARGAINING UNIT

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

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

WHEREAS, the Town and the CSEA, Local 1000, AFSCME, AFL-CIO Water and Sewer Unit have a collective bargaining agreement for the period of January 1, 2024 – December 31, 2028; and

WHEREAS, during the last round of negotiations, the parties were unable to reach an agreement regarding a demand relative to “sleep time” and the parties agreed to add a provision to the agreement that would require the parties to work in good faith to reach an agreement; and

WHEREAS, the parties have agreed to language as set forth in the document attached hereto and made a part hereof, which has been ratified by the Union and once approved by this Town Board will become a part of the collective bargaining agreement, in full force and effect; and

WHEREAS, the Water and Sewer Committee recommends entering into a memorandum of agreement with the water and sewer union with respect to the “sleep time” demand.

NOW THEREFORE, be it:

RESOLVED, that this Town Board does hereby authorize the Supervisor to execute a written memorandum of understanding with CSEA, Local 1000, AFSCME, AFL-CIO Water and Sewer Unit, such agreement of which is attached hereto and made a part hereof.

MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF SCHENECTADY
AND
THE CIVIL SERVICE EMPLOYEES ASSOCIATION,
LOCAL 1000, AFSCME, AFL-CIO
FOR THE CITY OF SCHENECTADY UNIT # 85100
OF THE SCHENECTADY COUNTY, LOCAL # 886

The Board for the Town of Niskayuna (hereinafter “Town”) and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, for the Town of Niskayuna Water and Sewer Unit # 851100 of the Schenectady County Local # 886 (hereinafter “CSEA”) hereby enter this Memorandum of Agreement to amend the January 1, 2024, through December 31, 2028, Collective Bargaining Agreement (hereinafter “Agreement”) between the parties. The terms of this Memorandum of Agreement shall amend the current Collective Bargaining. Any articles, sections or portions of the Agreement not discussed herein shall continue in the Collective Bargaining Agreement. The parties understand and agree that the terms of this Memorandum of Agreement shall not be effective unless and until they are approved by the Town Board and ratified by the members of CSEA.

1. **<u>Article 30 - CALL DUTY</u>**
   <u>Section 4. Sleep Time.</u>

   If an employee is called in to work and/or required to work past 10:30 p.m. on a day/evening before a regularly scheduled workday beginning at 6:30 a.m., the following will apply:

   The employee will receive an hour of time off to sleep for every hour worked after 10:30 p.m., with a maximum number of sleep hours earned to be 8 hours. The accrued sleep hours will be utilized immediately following the hours worked after 10:30 p.m., before the employee's next scheduled shift.

   For example, if the employee works from 10:30 p.m. until 2:30 a.m. and they are scheduled to work at 6:30 a.m. the same day, the employee shall receive four (4) hours of paid sleep time and will be mandated to report to work at 10:30 a.m. (4 hours past the start of their shift) and fill the remaining time left on that shift. If the employee earns eight (8) hours of sleep time for one particular day, they will be able to remain out, paid for the entirety of the shift that follows. This does not apply if the employee is called in to work after 10:30 p.m. on a Friday or Saturday night, when there is not a regularly scheduled shift to begin the next day. If after sleep time is applied, and the employee has three (3) hours or less remaining on the shift following their sleep time, the employee will have the option to utilize comp or personal leave to stay out for the remainder of the shift, or to return to work for the three (3) hours or less.

After eight (8) hours of sleep time, the Town of Niskayuna has the ability to mandate for emergencies if the emergency still applies.

If an employee does not return for the remainder of their regularly scheduled shift after receiving their sleep time, the employee will not be paid for such sleep time, except as set forth above when there are three (3) hours or less remaining on the shift and the employee elects to utilize comp or personal leave to remain out for the remainder of the shift.

Town of Niskayuna	CSEA Town of Niskayuna Water and Sewer Unit #851100
______________________ Erin Cassady-Dorion, Town Supervisor	___________________________ CSEA LRS, Angelique Bywater
	___________________________ CSEA Town of Niskayuna Water and Sewer Unit President, Joshua Walter

Date: April _, 2025

Resolution No. 2025 - 113

A RESOLUTION AUTHORIZING REFUNDS FOR UNUSED TRANSFER STATION PUNCH CARDS

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

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

WHEREAS, the Town's transfer station closed effective April 12, 2025, and the Town is aware that certain residents possess punch cards with unused credit; and

WHERAS, this Town Board wishes to issue refunds to those residents who are in possession of such transfer station punch cards; and

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

NOW, THEREFORE, be it

RESOLVED, that this Town Board does hereby authorize the issuance of refunds for the unused portion of transfer station punch cards, such refunds of which must be requested and transfer station punch cards returned by May 31, 2025 in order to qualify for such refund.

Resolution No. 2025 - 114

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 increase costs associated with the new reforms; and

WHEREAS, Schenectady County submitted a 2024-2025 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 $26,000.00 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 2024-2025 Discovery Reform Plan in the amount of $26,000.00.

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

DISTRICT ATTORNEY
ROBERT M. CARNEY

April 7, 2025

Supervisor Erin Cassady-Dorion
Town of Niskayuna
One Niskayuna Circle
Niskayuna, NY 12309

Chief Jordan Kochan
Niskayuna Police Department
One Niskayuna Circle
Niskayuna, NY 12309

Re: DCJS Discovery Reform Grant Monies 2024-2025

Supervisor and Chief:

On January 1, 2020, the reform of the NYS Discovery and Bail laws took effect. The NYS Division of Criminal Justice Services and Governor Hochul have continued to fund and give support to local law enforcement agencies toward some of the expenses incurred related to the implementation of the reforms.

The County submitted a 2024-2025 Discovery Reform Plan to DCJS after obtaining input and submissions from each of the local law enforcement agencies in the County, as well as from the Department of Probation and the Sheriff's Department. The Plan was accepted, and the funds were transferred to the County. We are ready to distribute the funds.

I have attached an MOU for signature by both the Supervisor and the Chief. Please return the signed MOU to me (an emailed copy is fine), and I will deliver to the County Manager for signature and to the Finance Department. Please also submit any available documentation or invoice for the amount as indicated in the attached Exhibit A covering your request. A check can then be issued to the Town.

Feel free to contact me if you have any questions at 518-388-4364 x 4147. We thank you for all your efforts toward these reforms and for your service to the community.

Sincerely,

Jennifer Marindin Assini
Chief Assistant District Attorney

NOW, THEREFORE, the above terms and conditions have been read and fully agreed upon the parties.

Schenectady County	**Town of Niskayuna**
______________________________	______________________________
Signature______________________	**Signature**______________________
Rory Fluman **County Manager**	**Erin Cassady-Dorion** **Town Supervisor**
	______________________________ **Jordan M. Kochan** **Chief of Police**
Date:_________________________	**Date:**_________________________

Resolution No. 2025 – 115

A RESOLUTION AUTHORIZING THE PURCHASE OF A VEHICLE FOR USE IN THE NISKAYUNA POLICE DEPARTMENT

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 Chief of Police has recommended the purchase of a new vehicle to be utilized by the detective division of the Niskayuna Police Department; and

WHEREAS, Onondaga County Contract #0010808 is a Statewide piggy back contract for police department vehicles; and

WHEREAS, the Chief of Police recommends the purchase be made as a piggy back contract to the Onondaga County contract and that such vehicle be utilized in the Niskayuna Police Department's Detective Division; and

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

NOW THEREFORE, be it

RESOLVED, that this Town Board does hereby approve and authorize the purchase of a 2023 Dodge Durango Pursuit at a total cost not to exceed $40,000.00, off of the Onondaga County Statewide piggy-back contract # 0010808, from Robert Green Truck Division, Route 17 East, Exit 107, P.O. Box 8002, Rock Hill, N.Y. 12775.

Resolution No. 2025 - 116

A RESOLUTION AUTHORIZING THE PURCHASE OF EQUIPMENT FOR THE UPFITTING OF POLICE VEHICLES FOR THE COMMUNITY AND TRAFFIC ENGAGEMENT DIVISION

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 New York State Office of General Services has awarded a contract for the purchase of dash cameras, license plate reader technologies, and related equipment for the Niskayuna Police Department; and

WHEREAS, the Chief of Police recommends purchasing the body worn cameras, license plate reader technologies and related equipment from the State contract through the Office of General Services; and

WHEREAS, the purchase of such technologies is for the purpose of upfitting two police vehicles in the Community and Traffic Engagement Division of the police department and such purchase will be made with grant money; and

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

NOW THEREFORE, be it

RESOLVED, that this Town Board does hereby approve and authorize the purchase of equipment for the upfitting of police vehicles in the Community and Traffic Engagement Division, from Motorola, 500 W Monroe Street, Suite 4400, Chicago, I.L. 60661 pursuant to State Contract No. 21562, at a total cost not to exceed $55,000.00.

Resolution No. 2025 - 117

A RESOLUTION AUTHORIZING THE PURCHASE AND INSTALLATION OF A NEW CAMERA SYSTEM ON TOWN PROPERTY

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 Senior Network Analyst recommends the purchasing and installation of a new camera system on Town property to replace an outdated and often not working system currently in place; and

WHEREAS, the Senior Network Analyst obtained quotes pursuant to the Town's purchasing policy and recommends awarding the contract to the provider of the lowest quote that does not require a cloud-based system for storage of footage; and

WHEREAS, the Finance and General Government Committee concurs with these recommendations.

NOW THEREFORE, be it

RESOLVED, that this Town Board does hereby approve and authorize the purchase and installation of a new camera system for Town property, through We Do IT Solutions, 55 Lawrence Street, Glens Falls, New York, at a total cost not to exceed $32,000.00.

Resolution No. 2025 - 118

A RESOLUTION ESTABLISHING CERTAIN FEES AND SETTING DATES RELATED TO THE 2025 TOWN OF NISKAYUNA FARMER'S MARKET AND ACKNOWLEDGING THE FARMER'S MARKET COMMITTEE MEMBERS

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:

NOW THEREFORE, be it

RESOLVED, that this Town Board does hereby set the following vendors fees and authorizes the collection thereof for the 2025 season of the Town of Niskayuna Farmer's Market taking place on Saturdays from 8:00 am to noon, from July 12^{th} through October 18^{th} outside of Niskayuna High School at 1626 Balltown Road, Niskayuna, New York:

$200.00	For all 15 Saturdays
$150.00	For 10 Saturdays
$25.00	Per market date

; and be it

FURTHER RESOLVED, that this Town Board does hereby acknowledge the following individuals as Farmer's Market Committee members:

Elisabeth Cococcia – Chair
Donna Evans
Jeanne Sosnow
Martey Costello
Jess LaFex
Ehsuyi Gomes

Resolution No. 2025 - 119

A RESOLUTION TO CALL FOR A PUBLIC HEARING REGARDING A FIVE-YEAR PHA PLAN FOR THE TOWN OF NISKAYUNA SECTION 8 HOUSING CHOICE VOUCHER PROGRAM

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, HUD requires a five-year PHA plan for the Town of Niskayuna Section 8 Housing Choice Voucher Program for the fiscal year beginning October 1, 2025; and

WHEREAS, to allow for public comment on the plan, a public hearing must be held on forty-five days advance notice.

NOW THEREFORE, be it

RESOLVED, that this Town Board does hereby call for a Public Hearing to be held on June 26, 2025 at 7:00 o'clock, PM at the Niskayuna Town Office Building, One Niskayuna Circle, Niskayuna, New York 12309, to hear public comment on the five-year PHA plan for the Town of Niskayuna Section 8 Housing Choice Voucher Program.