



Jaime Puccioni
Supervisor

NISKAYUNA TOWN MEETING

Thursday, March 21, 2024 at 7:00 pm

TOWN COUNCIL
John Della Ratta
Bill McPartlon
Jessica Brennan
Jason Moskowitz

AGENDA FOR MARCH 21, 2024 REGULAR TOWN BOARD MEETING

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE OF ALLEGIANCE**
4. **COMMITTEE REPORTS**
5. **SUPERVISOR'S REPORT**
6. **PRIVILEGE OF THE FLOOR**
7. **RESOLUTIONS**
8. 2024-87 (Sponsored by Councilmember McPartlon) A Resolution appointing a Groundswoker in the Parks Department
9. 2024-88 (Sponsored by Supervisor Puccioni) A Resolution adopting updates to the Employee Handbook
10. 2024-89 (Sponsored by Councilmember Moskowitz) A Resolution appointing a Water and Sewer Maintenance Worker in the Town's Water and Sewer Department
11. 2024-90 (Sponsored by Councilmember Moskowitz) A Resolution appointing a Water and Sewer Maintenance Worker in the Town's Water and Sewer Department
12. 2024-91 (Sponsored by Councilmember McPartlon) A Resolution awarding a contract for the purchase of fertilizer, seed, mulch and spreading services
13. 2024-92 (Sponsored by Councilmember Moskowitz) A Resolution authorizing a warrant for fourth quarter corporate utility rents
14. 2024-93 (Sponsored by Councilmember Brennan and Councilmember McPartlon) A Resolution authorizing the disposition of certain Town owned surplus vehicles and equipment
15. 2024-94 (Sponsored by Councilmember Moskowitz) A Resolution approving the warrant for residential and commercial utility billing for the second half of 2023
16. 2024-95 (Sponsored by Councilmember Moskowitz) A Resolution authorizing the Supervisor to submit a landfill permit application to the City of Albany and authorizing the costs thereof



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17. 2024-96 (Sponsored by Supervisor Puccioni) A Resolution remitting donations accepted by Resolution No. 2023-285 to the Schenectady County Historical Society
 18. 2024-97 (Sponsored by Supervisor Puccioni) A Resolution authorizing certain budgetary modifications
 19. 2024-98 (Sponsored by Councilmember McPartlon) A Resolution awarding contracts for materials and services used by the Highway Department in its paving operations for 2024
 20. 2024-99 (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
 21. 2024-100 (Sponsored by Councilmember McPartlon) A Resolution authorizing the submittal of a grant application
 22. 2024-101 (Sponsored by Councilmember Della Ratta) A Resolution accepting parcels of land and access easements and authorizing the Supervisor to execute a maintenance agreement
 23. 2024-102 (Sponsored by Councilmember Moskowitz) A Resolution accepting grant funds and awarding a contract for a stormwater docuseries
 24. **MOTION TO ADJOURN**



Resolution No. 2024 – 87

**A RESOLUTION APPOINTING A GROUNDWORKER IN THE
PARKS DEPARTMENT**

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 appointment of a full-time Groundswoker to assist in the operation and maintenance of the Town's parks; and

WHEREAS, the Highway, Parks, and Recreation Committee concurs with this recommendation.

NOW THEREFORE, be it

RESOLVED, that this Town Board does hereby appoint Lucas Stein who resides at 1180 Regent Street, Niskayuna, N.Y. 12309, to the position of full-time Groundswoker in the Parks Department, subject to the probationary provisions of the Civil Service Law, and satisfactory completion of pre-employment background checks, physical, and drug test screening; and be it

FURTHER RESOLVED, that the compensation for said Lucas Stein shall be fixed pursuant to the applicable Collective Bargaining Agreement (\$21.5841/hour); 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 the said Lucas Stein of the above-described appointment.



Resolution No. 2024 - 88

A RESOLUTION ADOPTING UPDATES TO THE EMPLOYEE HANDBOOK

The following resolution was offered by **Supervisor Puccioni** 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's Office has been working with the Town's outside Human Resources consultants to update and amend the Town's employee handbook to comply with recent legislation changes; and

WHEREAS, the Finance and General Government Committee has proposed revisions to the Employee Handbook which is used as a guide regarding the responsibilities and benefits of employment by the Town of Niskayuna for all employees, and

WHEREAS, the Town Board has discussed and reviewed the attached updated Employee Handbook and has determined that it is appropriate at this time to modify the Handbook.

NOW THEREFORE, be it

RESOLVED, that this Town Board does hereby adopt the attached updated and amended Employee Handbook for all employees, said Handbook to become effective immediately.

TOWN OF NISKAYUNA



EMPLOYEE HANDBOOK

Adopted By Resolution of the Town Board on July 21, 2015, revised December 20, 2016,
December 19, 2017, and December 18, 2018.

Re-Adopted as fully updated and revised by Resolution of the Town Board on August 25, 2022

Updated March 2024



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TOWN OF NISKAYUNA



EMPLOYEE HANDBOOK

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This employee handbook is copyrighted material and is intended only for the internal use of the Town of Niskayuna. The Town of Niskayuna may copy this employee handbook for distribution to its employees. The contents of this employee handbook may not be copied or reproduced in any form or by any means for any other individual or organization without the prior written permission of *Public Sector HR Consultants LLC*.

Town of Niskayuna Employee Handbook

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100 INTRODUCTION

101 *Welcome Message*

We would like to welcome you and congratulate you on your appointment to a position with the Town of Niskayuna. As a part of our team, you take on an extremely important role, that of serving the members of our community. Together, our mission is to provide cost-effective services that conform to the highest standards of quality.

This Employee Handbook is designed to familiarize you with your employment and to help ensure government compliance, foster positive employee relationships, and contribute to the overall success of the Town in delivering services to the public effectively and efficiently.

Please keep in mind that this is only an overview of the Town's policies and procedures, employee benefits, and the Civil Service System. Specific questions concerning employment matters should be addressed to your Department Head.

We trust that you will find service with the Town of Niskayuna rewarding both personally and professionally.

102 *A Message Regarding Our Unions*

This Employee Handbook has been developed by the Town of Niskayuna to assist you in getting acquainted with your employment with the Town. A cooperative labor-management relationship not only lends to a positive work environment but also helps ensure fair treatment in the workplace.

It is important that all employees understand the personnel policies and procedures and work rules outlined in this Employee Handbook. For union members, the collective bargaining agreement governs the terms and conditions of employment. You are encouraged to obtain a copy of your collective bargaining agreement from your union representative. Anywhere that the Agreement and this Handbook conflict, the Agreement will control. However, in certain instances where the Handbook covers an issue that is not the subject of bargaining, this Handbook will control. We have made every effort to acknowledge these situations. If you have any questions, you should contact the Comptroller's Office or your union representative.

We hope that your career with the Town of Niskayuna will be an enjoyable experience.

103 *Our Heritage*

The name *Niskayuna* is said to be derived from the Connestigione Indians who occupied the locality at the coming of the Dutch in about 1642, twenty years before Arendt van Curler founded Schenectady. The name, meaning “extensive corn flats,” evolved from the original “Canastagione.” What we now know as Niskayuna was once part of a much larger area. When the first settlers arrived here in the 1600s, these Indians occupied land on both sides of the Mohawk River including the current hamlets of Alplaus and Rexford and an area reaching as far east as Latham Corners in the Town of Watervliet (now Colonie) and the Stockade area of the City of Schenectady.

When the County of Schenectady was carved from Albany County on March 6, 1809, much of Niskayuna’s original area was ceded to other towns. Niskayuna, with just 681 residents, became one of the five towns and one city that comprised the new County of Schenectady. Adjustments to its western boundary made in the early 20th century decreased the Town’s area to its current 15.1 square miles.

In 1664, Harmon Vedder built the first home erected in Niskayuna. In 1687, the Van Antwerp Farm emerged at what is now 1727 Van Antwerp Road. In 1746, one of a line of blockhouses, ranging from Fort Massachusetts to Fort Hunter was built in Niskayuna by Governor George Clinton. In 1835, the Craig Hotel was built on Aqueduct Road.

In 1799, the Albany-Schenectady Turnpike (now Route 5) was built through Niskayuna and tolls were still being collected in 1886. The route of the Turnpike was laid out by surveyor Lawrence Vrooman, who became Niskayuna’s first Town Supervisor in 1809.

When built in 1805, a bridge across the Mohawk River at Rexford was known as *Alexander’s Bridge*, and two mills built by the same person were called *Alexander’s Mills*, the earliest name for the center of what grew to become a hamlet. As of 1822, the Erie Canal crossed the river into Niskayuna at Alexander’s Mills on an aqueduct 748 feet long and 25 feet above the stream. From that time onward, the hamlet became known as Aqueduct. There were two locks on the Canal between Schenectady and the hamlet of Rexford in the Saratoga County town of Clifton Park.

In 1843, the Troy and Schenectady Railroad was built along the Mohawk River with a station in the Aqueduct hamlet and another, still standing, in the Niskayuna hamlet. Halfway between these was the Rosendale hamlet opposite Niska Isle. In 1975 the Town acquired the Railroad’s abandoned right-of-way and converted it into a hike and bike trail.

In 1886 the Edison Machine works was founded in nearby Schenectady when Thomas Edison bought the abandoned buildings of the McQueen Locomotive Works from the descendants of Niskayuna resident Charles Stanford and moved his factory from New York City to Schenectady. The electrical industry was born in Schenectady and led to a dramatic increase in population in the City and in the Town of Niskayuna.

The Reformed Church of Niskayuna, organized about 1750, moved a short distance to its current location on Troy Road near the Colonie border in 1852. It is one of three Niskayuna sites listed on the State and National Register of Historic Places. Another is the George Westinghouse Jones home on the corner of Troy Road and St. David’s Lane, now the education center of the First Baptist Church. A third was added in 2010, a former one-room schoolhouse and later Grange Hall on Rosendale Road. The building is now owned by the Town of Niskayuna.

In 1762, John Duncan (1722–1791) acquired an estate of about 800 acres of Niskayuna land in an area now known as Stanford Heights, named after the 1859 owners of part of that

acreage. The Stanfords were the parents of Governor Leland Stanford of California and State Senator Charles Stanford of Schenectady. Duncan's first home on the property was called *The Hermitage*, but it burned down in 1790. In about 1817 a second home, 100 yards to the north, was built by Hermanus Schuyler who later became Town Supervisor. Called *Locust Grove* by the senior Stanfords, the Stanford Mansion now sits on only 12.4 acres, all that is left of Duncan's original 800. The property became the Ingersoll Memorial Home for the aged from 1922 until 2008 when the institution moved to a new and larger home on Consaul Road.

Prominent in the town 150 or more years ago were families whose names are still used to designate streets and places in Schenectady County: Bradt, Burger, Clute, Consaul, Craig, Cregier, Glen, Green, Groot, Lansing, Maxon, Mesick, Pearse, Reist, Scheckelman, Schoolcraft, Schopmeier / Shopmyer, Spoor, Stanford, Van Antwerp, Van Vranken, Vedder / Veeder, Viele, Vrooman / Vroman, Wemple, Winne, and Zenner.

Public transportation linked Niskayuna to areas to the north and east. By 1920, trolleys from Schenectady made their way up Union Street, once called Niskayuna Street, out the Troy Road to the east past many "stops" to Troy. Trolleys also ran along Van Vranken Avenue and up the newly created Grand Boulevard to Van Antwerp Road. They also ran along Aqueduct Road crossing the Mohawk River into Rexford and then north to Saratoga Springs.

The crossroads of Niskayuna, very close to the geographic center of the town, is the intersection of two streets that are each named for a clergyman whose first name was Eliphalet: Nott Street and Balltown Road. Nott Street was named for Rev. Eliphalet Nott (1773-1866), a clergyman, inventor, and president of Union College for 62 years. In 1785, a few miles north of Niskayuna, Rev. Eliphalet Ball (c. 1727-1797), a third cousin of George Washington, founded Ball's Town, known as Ballston in Saratoga County. The road south from there, Ball's Town Road, soon became "Balltown Road." It comes into Niskayuna at the Rexford Bridge, crosses Nott Street and then Union Street, and continues past the Stanford Mansion to State Street.

After many years of meeting in an upstairs room of a fire station, the town government moved to a new building of its own on Balltown Road in 1950. With two further expansions it served the town for 44 years until a much larger Town Hall was completed on an extension of Nott Street in 1995.

Niskayuna is home to several institutions that have long and distinguished histories of their own: television station CBS6 (formerly WRGB), the Grand Boulevard Fire Company, the Mohawk Golf Club, Bellevue Woman's Care Hospital, the Schenectady Curling Club, General Electric's Global Research Laboratory, the research laboratory of Schenectady International, and the Knolls Atomic Power laboratory.

In 1962, Niskayuna became a town of the First Class, a formal state designation, and then in 1975, attained a status of still higher autonomy, that of Suburban Town. Niskayuna now offers all of the services of a city, and with its population of 21,781 according to the 2010 census, the town is more populous than 33 of New York State's cities and is still growing.

104 **Definitions**

Town of Niskayuna – For purposes of this Employee Handbook, the Town of Niskayuna may be referred to as the “Town”.

Town Board – For purposes of this Employee Handbook, “Town Board” will mean the Town Board of the Town of Niskayuna.

Elected Official – For the purposes of this Employee Handbook, “Elected Official” will mean and refer to any of the following elected officials of the Town of Niskayuna:

- Town Supervisor
- Town Board Members
- Town Justices
- Town Clerk
- Receiver of Taxes

Town Supervisor – For purposes of this Employee Handbook, “Town Supervisor” will mean the Town Supervisor of the Town of Niskayuna. When referenced in this Employee Handbook, Town Supervisor shall also mean an individual acting with the Town Supervisor’s properly designated authority.

Department Head – For purposes of this Employee Handbook, “Department Head” will mean the person in charge of any department, agency, bureau, unit, or subdivision of the Town of Niskayuna. This definition will be applicable in the event such person is serving in an acting, temporary, or provisional status in the position of Department Head. This term shall also include the Town Supervisor, where an individual otherwise designated as Department Head or any other individual must report directly to the Town Supervisor.

Supervisor – For purposes of this Employee Handbook, “supervisor” will mean the individual so designated by the Department Head to direct and inspect the performance of employees.

Employee – For the purposes of this Employee Handbook, “employee” will mean a person employed by the Town, including, but not limited to, an appointed official, an appointed member of a board or commission, Department Head, managerial employee, confidential employee, supervisory employee, provisional employee, probationary employee, temporary employee, seasonal employee, trainee, or student intern, but not an independent contractor.

Civil Service Law – For purposes of this Employee Handbook, “Civil Service Law” shall mean the New York State Civil Service Law and shall include the *Rules for the Classified Service of Schenectady County*.

Police Administration – For the purposes of this Employee Handbook, “police administration” shall mean any sworn officer of the Niskayuna Police Department holding the rank of Lieutenant or above.

Hire Date – The first day an employee begins actually working for the Town.

105 **Employee Classifications**

For purposes of this Employee Handbook, the following terms shall be defined as indicated. The definition provided for each of these terms applies only within the context of this Employee Handbook. The meaning and use of these terms or similar terms may be different in the context of Civil Service Rules or a collective bargaining agreement.

Full-Time Employees – The term “full-time employee” will mean an employee who is regularly scheduled to work a minimum of thirty-five hours per week.

Part-Time Employees – The term “part-time employee” will mean an employee who is scheduled on a regular and on-going basis to work less than thirty-five hours per week.

Temporary Employees – The term “temporary employee” will mean an employee who is employed on an interim or sporadic basis, or who is employed to work on a special, emergency, or on-call basis for a specified period, consistent with the Civil Service Law as applicable.

Seasonal Employees – The term “seasonal employee” will mean an employee who is employed to work for a given season or portion thereof.

FLSA Non-Exempt Employees – The term “FLSA non-exempt employee” will mean a covered employee who is subject to the minimum wage and overtime provisions of the Fair Labor Standards Act.

FLSA Exempt Employees – The term “FLSA exempt employee” will mean a covered employee who qualifies for an exemption from the minimum wage and overtime provisions of the Fair Labor Standards Act (FLSA), or an employee who is not covered under the FLSA.

106 *The Purpose of this Employee Handbook*

Statement of Purpose – The purpose of this Employee Handbook is to communicate the Town’s personnel policies and practices to all employees and Elected Officials. It is extremely important that each employee understand the policies that relate to rules, regulations, procedures, practices, work standards, employment classifications, compensation, and benefits. **This Employee Handbook is not a contract of employment, express or implied, and should not be construed as such.** That is, employment can be terminated at any time at the will of either the employer or the employee, subject only to such procedural requirements as may be specified pursuant to New York State Civil Service Law, Town Law, collective bargaining agreement, or any other applicable law, rule, or regulation. The provisions and policies contained in this Employee Handbook are intended to supersede any and all prior manuals, guidelines or related policies issued by the Town of Niskayuna.

Unless otherwise required by law, the provisions of this Employee Handbook are for Town use only and do not apply in any criminal or civil proceeding. The Employee Handbook provisions shall not be construed as a creation of higher legal standard of safety or care. Notwithstanding the above, a violation of a Handbook provision may form the basis for administrative action by the Town and any subsequent judicial or administrative proceeding.

Superseding Agreements – In the event an expressed and explicit provision set forth in a separate written agreement between the Town and an employee should conflict with any employee benefit, personnel policy, personnel procedure, or other provision set forth in this Employee Handbook, the expressed and explicit provision of that agreement will control. Otherwise, unless expressly excluded herein, this Employee Handbook will be applicable to all employees.

Collective Bargaining Agreements – In the event an expressed and explicit provision set forth in a collective bargaining agreement between the Town of Niskayuna and an employee organization as defined by the Public Employees’ Fair Employment Act (Taylor Law) should conflict with an employee benefit, personnel policy, personnel procedure, or other provision set forth in this Employee Handbook, the expressed and explicit provision of the collective bargaining agreement will control. Otherwise, unless expressly excluded herein, this Employee Handbook will be applicable to all employees.

Police Department – For the purposes of some of the policies stated in this Employee Handbook, the Town of Niskayuna Police Department has the authority to promulgate its own policies and procedures. If a policy stated in this Employee Handbook differs from Chapter 37 of the Code of the Town of Niskayuna or General Orders as established and amended by the Chief of Police, the latter shall supersede.

Questions – Any questions regarding any topic covered in this Employee Handbook should be directed to the appropriate Department Head.

107 ***Changes or Modifications***

Rights of the Town Board – The Town Board reserves the right to interpret, change, modify, or eliminate any provision contained in this Employee Handbook.

Governmental Actions – This Employee Handbook is subject to alteration by resolutions of the Town Board, changes in Town and/or departmental rules, or changes in federal, state or local statutes, rules, or regulations. (This is not meant to be a comprehensive list).

Statutes, Laws and Ordinances – In the event a federal or state statute or a Town Law or ordinance should conflict with any provision contained in this Employee Handbook, then such statute, law or ordinance will prevail.

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200 THE CIVIL SERVICE SYSTEM

The following is intended as a guide for informational purposes. The Civil Service Law and the *Rules for the Classified Service of Schenectady County* shall govern regarding the jurisdictional classification of positions and the appointment and promotion of personnel.

201 *The Unclassified and Classified Services*

Unclassified Service – In accordance with Civil Service Law and for purposes of this Employee Handbook, the term “Unclassified Service” will include all individuals who are Elected Officials and/or members of boards or commissions.

Classified Service – In accordance with Civil Service Law and for purposes of this Employee Handbook, the term “Classified Service” as defined by the Civil Service Law and the *Rules for the Classified Service of Schenectady County* will include all Town employees who are subject to the *Rules for the Classified Service of Schenectady County*. The Classified Service is divided into four jurisdictional classes:

- **Exempt** – those positions, other than unskilled labor positions, for which competitive or non-competitive examinations or other qualification requirements are not practicable (Civil Service Law, Section 41);
- **Competitive** – those positions for which it is practicable to determine merit and fitness by competitive examination;
- **Non-Competitive** – those positions not in the exempt class or the labor class for which it is not practicable to determine merit and fitness by competitive examination, but rather by a review of training and experience; and,
- **Labor** – unskilled labor positions, except those positions which can be examined for competitively.

202 *Civil Service Appointments*

Competitive Class – In accordance with Civil Service Law, the following types of appointments may be made to positions in the Competitive Class:

- **Permanent** – an appointment to a vacant position in the Competitive Class from an eligible list established as a result of examination, following successful completion of a probationary term;
- **Provisional** – an appointment to a vacant position in the Competitive Class when there is not an appropriate eligible list. A provisional appointee must take an examination whenever it is scheduled. Thereafter, a permanent appointment will be made on the basis of the eligible list resulting from the examination; or

- **Temporary** – an appointment to a position in the Competitive Class for reasons including, but not limited to: emergency work projects; planned termination of the position after a limited time; to replace an employee who is on a leave of absence; to fill a position funded through a temporary grant; or to fill a position vacated by the promotion of another employee until the employee who has been promoted receives permanent status.

203 Examinations and Promotions

Examinations – In accordance with Civil Service Law, in the event there is a vacancy in a new or existing position in the Competitive Class which the Town intends to maintain, the Town will fill the vacancy by selection from the eligible list certified by the Schenectady County Civil Service Commission of persons who have taken the appropriate Civil Service examination. The Schenectady County Civil Service Commission will test and rank each candidate according to the individual's performance on the examination. In accordance with Civil Service Law Section 61, the Town will select one of the top three eligible candidates on the list willing to fill the position.

Promotions – The Town will offer opportunities for advancement for those employees who qualify. In the event the position is in the Competitive Class, a qualified employee must normally take a promotional examination and the above "one of three" rule will apply. An employee who wants to be promoted should become knowledgeable about the employee's present position and be aware of higher level positions for which the employee may be qualified.

204 Veterans Credits

Summary – An employee who is a veteran as defined by the Civil Service Law may be eligible to apply for veterans credits on a Civil Service examination. Contact the Schenectady County Civil Service Commission for details concerning these credits.

300 EMPLOYMENT MATTERS

301 *Oath of Office*

Requirement – Each Public Officer as defined in the Public Officers Law must take the Oath of Office in accordance with Town Law Section 25 and Public Officers Law Section 10, which must be administered prior to commencing the duties of the office. Each official who is re-elected or re-appointed to a subsequent term must take the Oath of Office for each term.

Upon original appointment or upon a new appointment following an interruption of continuous service, each employee (other than an employee in the labor class) must take an oath or alternate affirmation as set forth in Civil Service Law Section 62.

Filing of Oath – The Oath of Office is filed in the Town Clerk's Office within thirty calendar days of the Public Officer's commencement of the term of office, or upon an employee's appointment.

302 *Procedure for Filling Vacancies*

Statement of Compliance – The Town of Niskayuna is an Equal Opportunity Employer. The Town complies with all applicable federal, state and local laws, rules, and regulations throughout the employee selection process, including, but not limited to, Public Officers Law, Town Law, Civil Service Law, Title VII, Human Rights Law, the Age Discrimination in Employment Act, and the Americans with Disabilities Act.

Notification of Vacancies – In the event there is a vacancy in a new or existing position which the Town intends to maintain, the vacancy may be advertised and/or posted and qualified individuals interviewed. The Town reserves the right to fill a position either internally or with an external candidate.

Employment Applications – The Town relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the Town's exclusion of the individual from further consideration for employment or dismissal if the conduct is discovered after employment commences.

Employment Reference and Background Checks – To ensure that individuals who join the Town are well qualified and have a strong potential to be productive and successful, it is the policy of the Town to check the employment references of final applicants. In addition, final applicants will be required to complete a hold harmless statement and release in order for the Town to conduct appropriate background checks.

Pre-Employment Physicals – When appropriate in accordance with the requirements of a particular position, the Town may require that an applicant undergo a medical examination after receiving a conditional offer of employment, to determine fitness for duty. In doing so, the Town will comply with the provisions of the Americans with Disabilities Act (see Section 802 of this handbook.)

Residency Preference – Qualified applicants who are Town of Niskayuna residents will be given priority consideration over qualified nonresidents.

303 **Employment of Relatives**

Policy Statement – A member of an employee’s immediate family may be considered for employment by the Town if the applicant possesses all of the qualifications for employment. An immediate family member may not be hired, however, if the employment would create either a direct or indirect supervisory/subordinate relationship with the family member; or create either an actual conflict of interest or the appearance of a conflict of interest. These criteria will also be considered when assigning, transferring or promoting an employee.

Definition of Immediate Family – For purposes of this policy, “immediate family” includes the employee’s spouse, brother, sister, parents, children, step-children, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, and any other member of the employee’s household.

Elected Officials – This policy is not intended to supersede the appointing authority of Elected Officials and does not apply to such appointments.

Marriage – Employees who marry or become members of the same household may continue employment as long as there is not a direct or indirect supervisor/subordinate relationship between the employees, or an actual conflict of interest or the appearance of a conflict of interest. Should one of the above situations occur, the Town will attempt to find a suitable position with the Town to which one of the affected employees may be appointed. Such appointment must be in accordance with applicable state and local statutes, including Civil Service Law and related rules and regulations. If accommodations of this nature are not feasible, the employees will be permitted to determine which one of them will resign.

Competitive Class Positions – This policy is not intended to supersede civil service regulations pertaining to appointments made to competitive class positions. Therefore, this policy cannot be used as a basis for denying the appointment of an individual to a competitive class position even if such appointment would constitute the employment of a relative as defined by this policy.

Effective Date – This policy becomes effective on August 23, 2021 and shall not be applied retroactively.

304 **Probationary Period**

Except as otherwise provided in a collective bargaining agreement, the *Rules for the Classified Service of Schenectady County* provide for the following, which is applicable to employees appointed, promoted or transferred pursuant to the Civil Service laws. Additional provisions may also apply in accordance with those rules.

Purpose of Probationary Period – The purpose of the probationary period is for an employee to become familiar with the specific duties and responsibilities of the employee's new position. The probationary period also provides the Department Head with an opportunity to evaluate the employee's job performance and potential for development in the position.

Length of Probationary Period – Except as otherwise provided in the *Rules for the Classified Service of Schenectady County*, every permanent appointment from an open-competitive list and every permanent appointment to a position in the non-competitive, exempt or labor class shall be for a probationary term of not less than eight weeks nor more than fifty-two weeks. The length of the probationary period may be extended in accordance with the *Rules for the Classified Service of Schenectady County*.

Successful Completion of Probationary Period – An employee's appointment will become permanent upon written notice that the probationary period has been successfully completed following the minimum period of service required. Or, the employee's appointment will become permanent upon the retention of the employee after completion of the maximum period of service required. **Except as otherwise provided by law or a collective bargaining agreement, completion of the probationary period does not necessarily confer rights or privileges in the position.**

Employment Status During Probationary Period – During the probationary period (at any time after the completion of the minimum probationary period and before completion of the maximum probationary period), an employee will be subject to demotion, suspension, or discharge at the Town's sole discretion. If the performance or conduct of an employee serving a probationary period who has been promoted or transferred from a permanent appointment (as defined by civil service regulations) is not satisfactory, the employee shall be returned to the employee's former permanent position prior to the end of the probationary period.

305 *New Employee Orientation*

Procedure – The purpose of the new employee orientation is to welcome new employees and to familiarize them with the Town and their job. The orientation process generally consists of, but is not limited to, a tour of the employee’s assigned worksite, distribution and review of this employee handbook, and enrollment in benefit plans, if applicable. In addition, the employee's Department Head is responsible for introducing the employee to co-workers, scheduling on-the-job training, and reviewing the job description and performance requirements of the position.

306 *Performance Review*

Statement of Purpose – The purpose of a performance review is to promote communications between Department Heads and employees, encourage more effective job performance, and address concerns of either party. The review will address factors that reflect the employee’s performance, such as the employee’s work quality, job knowledge, initiative, attendance, teamwork, conduct, and communication skills.

Frequency – An employee will be formally evaluated prior to completion of a probationary period. Thereafter, reviews will take place on an as needed basis to provide the employee with positive feedback or recommendations for improvement or both, depending upon circumstances.

Written Report – When appropriate, the performance review may include a written report to ensure proper understanding of the issues addressed. Should deficiencies be recorded in the performance of the employee, the employee will receive written recommendations for improvement. The employee will be given the opportunity to include written comments on the report, which will become part of the employee’s personnel file.

307 **Corrective Action and Discipline**

Policy Statement – It is the policy of the Town of Niskayuna that certain rules and regulations regarding employee behavior are necessary for the benefit and safety of all employees, the efficient operation of the Town, and the delivery of services to residents of the Town. Any conduct that interferes with operations or that discredits the Town will not be tolerated. Each employee must conduct oneself in a positive manner so as to promote the best interests of the Town. Corrective action is necessary when an employee has demonstrated performance deficiencies, or has violated a policy, rule, regulation, or procedure. Corrective action may include counseling or initiating formal disciplinary action against an employee.

Communication – Open and candid communications with all employees is an important aspect of the Town of Niskayuna's on-going employee relations. When a rule, policy, or procedure is violated, the employee's Department Head, or other designated supervisor, will review the specific nature of the violation with the employee. The employee's input is extremely important to ensure that all of the facts have been considered.

Counseling – Counseling employees, as opposed to initiating formal disciplinary action, may be the appropriate first step in addressing performance deficiencies or misconduct. The purpose of counseling is to inform the employee of such deficiencies or misconduct, discourage its recurrence, and inform the employee of the consequences if the behavior is repeated. When performance deficiencies are the issue, the performance standards of the job should be reviewed, along with specific examples of how the employee is not meeting those standards. Where appropriate, goals for improvement may be established, along with a time frame for achieving them. The counseling will be documented in writing and the employee will be required to acknowledge receipt by signing the memorandum. Any employee who fails to follow a supervisor's directive to sign the counseling memorandum to acknowledge receipt will be subject to disciplinary action.

Discipline – The purpose of disciplinary action is to impose penalties for performance deficiencies or misconduct. In **normal circumstances**, the Town endorses a policy of progressive discipline which includes, but may not be limited to, documented verbal reprimand, letters of reprimand, suspension without pay, or termination of employment, depending on the circumstances. The Town retains the right to discipline employees without engaging in progressive discipline or prior counseling if the situation so warrants and retains the right to discipline employees in any manner it sees fit.

Investigations – Where appropriate, an investigation will be conducted by the proper supervisor or other designated individual(s) in order to gather all pertinent information and to ensure that all the facts are considered. The investigation may include, among other things, interviews with the employee and any witnesses or other involved parties, and review of documents and materials. Employees who are participants in an investigation are not allowed to disclose the content or particulars of the investigation unless otherwise authorized. All employees who are called upon to participate in an investigation are required to fully cooperate in the process and respond truthfully to all questions posed. Failure to do so will subject the employee to appropriate corrective action. The Town reserves the right to suspend an employee while an investigation is conducted.

During the investigation process, a union employee who appears to be a potential subject of disciplinary action may undergo questioning. Such employee will have the right to representation by the employee's certified or recognized employee organization under Civil Service Law Article 14, and will be given advanced notice of such right. In the event the employee requests representation, the employee will be allowed a reasonable period of time

to obtain such representation. In the event the employee is unable to obtain such representation within a reasonable period of time, the employer will have the right to then question the employee.

Procedures – Employees covered by **Civil Service Law Section 75** shall be disciplined in accordance with the procedures contained therein. (Refer to Section 307 of this Employee Handbook). An employee who is a member of a collective bargaining unit should refer to the collective bargaining agreement on the subject of the disciplinary procedure.

Prohibited Conduct – Any employee who, after investigation, is found to have committed any of the actions listed below will be subject to corrective action, up to and including termination of employment. This list is illustrative only and does not limit the Town's right to impose discipline in other appropriate cases.

- Willful violation of Town's rules, policies, and procedures.
- Harassing (including sexual harassment), intimidating, coercing, threatening, assaulting, or creating a hostile environment against another employee, Elected Official, resident of the Town, supplier, visitor, or any other person, whether on or off Town premises.
- Engaging in any action that is in violation of the Town's Workplace Violence Prevention Policy.
- Possession of any weapon or dangerous instrument (including knives with over a three inch blade, firearms, and explosives) on Town property or in Town vehicles, except for those employees who are required as a condition of employment to bear a weapon.
- Possession, use, distribution/sale, or being under the influence of alcohol, marijuana products, or illegal drugs during hours of work or while on Town property or in Town vehicles.
- Willful or deliberate abuse, destruction, defacement, or misuse of Town property or the property of another employee, Elected Official, resident of the Town, supplier, visitor, or any other person.
- Theft or unauthorized possession, use, or removal of Town property or the property of another employee, Elected Official, resident of the Town, supplier, visitor, or any other person.
- Falsification or alteration of any records or reports including but not limited to employment applications, time records, work records, medical reports, absence reports, work-related injury reports, and claims for benefits provided by the Town.
- Preparation or manipulation of another employee's time record.
- Acts of sabotage, including the work of another employee.
- Insubordination or willful refusal to comply with the lawful order or instruction of a supervisor or Department Head.
- Making false statements about another employee, Elected Official, resident of the Town, supplier, visitor, or any other person. This includes knowingly making false accusations against another individual as to allegations of discrimination, sexual harassment or other harassment which is in violation of Town policy or applicable law.

- Improper performance of job duties or repeated failure to perform assigned duties and responsibilities.
- Violation and/or disregard of safety rules or safety practices, including failure to wear assigned safety clothing or equipment, in such a way that jeopardizes the safety of the employee, another employee, Elected Official, resident of the Town, supplier, visitor, or any other person.
- Offensive or unprofessional behavior that is contrary to the Town's best interest, or any conduct that does not warrant public trust.
- Committing any violation of the law either on or off duty or on or off the work site that compromises or adversely affects the employee's fitness or ability to perform assigned job duties.
- Unauthorized expenditure of Town funds.
- Illegal gambling while on duty.
- Willful work slow down, work stoppage, or interfering with or restricting the performance of another employee or in any other way interfering with Town operations.
- Careless or negligent use or operation of equipment, including vehicles and machinery.
- Unauthorized absences or failure to give proper notice of an absence or tardiness.
- Excessive tardiness and/or absences except those absences covered by state and/or federal statutes.
- Leaving work area without permission, as defined by the Department Head.
- Failure to adhere to the personal appearance/dress code policy.
- Sleeping on the job, unless authorized by a Department Head or supervisor.
- Personal activity during paid work time without the express permission of the Department Head.
- Use of personal listening devices (e.g. cellphones with headphones / earbuds) during paid work time without the expressed permission of the Department Head. (Note: use of such devices is permitted during meal breaks and authorized rest breaks.)
- Disruptive, loud, or boisterous behavior or horseplay in the workplace.
- Abusive language in the workplace, including racial slurs and epithets.
- Posting, removing, or defacing of notices, signs, or other written material without prior approval.

308 **Civil Service Law Section 75**

Summary – New York State Civil Service Law Section 75 establishes disciplinary procedures for covered employees. Section 75 affords a covered employee the opportunity for a hearing when charges of incompetence or misconduct have been made against the employee by the Town.

Union Employees – An employee who is a member of a collective bargaining unit should refer to the collective bargaining agreement on the subject of the disciplinary procedure.

Covered Employees – In accordance with Civil Service Law, the following employees are generally covered under Section 75:

- A newly hired employee who has not completed the minimum probationary period as specified in the *Rules for the Classified Service of Schenectady County*;
- An employee holding a position by permanent appointment in the **Competitive Class** of the classified Civil Service;
- An employee holding a position in the **Non-Competitive** or **Labor Class** other than a position designated in the *Rules for the Classified Service of Schenectady County* as confidential or requiring the performance of functions influencing policy, who since the employee's last entry into service has completed at least five years of continuous service in the Non-Competitive or Labor Class in a position or positions not so designated in the rules as confidential or requiring the performance of functions influencing policy;
- An employee holding a position by permanent appointment or employment in the Exempt, Competitive, Non-Competitive, or Labor Class who is a qualified veteran as defined by the Civil Service Law, or exempt volunteer firefighter, as defined by the General Municipal Law, except when such an employee holds the position of private secretary, cashier, or deputy of any official or department. Specifically, the employee must have been honorably discharged or released under honorable circumstances from the armed forces of the United States having served therein as such member in time of war as defined in Section 85 of the New York State Civil Service Law, or the employee must be an exempt volunteer firefighter as defined in the General Municipal Law.

Questioning Rights for Union Employees During the investigation process, a union employee who is covered under Section 75 and who appears to be a potential subject of disciplinary action may undergo questioning. Such employee will have the right to representation by the employee's certified or recognized employee organization under Civil Service Law Article 14, and will be given advanced notice, in writing, of such right. In the event the employee requests representation, the employee will be allowed a reasonable period of time to obtain such representation. In the event the employee is unable to obtain such representation within a reasonable period of time, the employer will have the right to then question the employee.

Disciplinary Procedure – Except as otherwise provided by a collective bargaining agreement, the following disciplinary procedure shall apply to employees covered by Civil Service Law Section 75:

- **Notice of Discipline** – An employee subject to discipline will be provided with a written Notice of Discipline (NOD) which will contain all charges and specifications.

- **Employee Answer** – The employee will have eight calendar days to respond to the charges. The employee’s response must be in writing.
- **Disciplinary Hearing** – Unless there is a stipulation of settlement between the Town and the employee, the employee is afforded the right to a hearing in accordance with provisions established by Civil Service Law Section 75. The hearing upon such charges shall be held by the officer or body having the power to remove the person against whom such charges are preferred, or by a deputy or other person designated by such officer or body in writing for that purpose. The Appointing Authority will designate a hearing officer in accordance with Civil Service Law Section 75. The designation must be in writing. The hearing officer will set the time and place for the hearing. The hearing officer will make a record of the hearing which will be submitted to the Appointing Authority, with the hearing officer’s recommendations, for review and decision.

Right to Representation – The employee may have representation by counsel or by a representative of a recognized or certified employee organization at the hearing and may summon witnesses on the employee’s behalf.

Suspension Without Pay Pending Determination of Charges – Pending the hearing and determination of charges, the employee may be suspended without pay for a period not to exceed thirty calendar days.

Penalties – In the event the employee is found to be guilty of the charges, the penalty may consist of one of the following:

- Reprimand;
- Fine not to exceed one-hundred dollars which will be deducted from the employee's pay;
- Suspension without pay not to exceed two months;
- Demotion in grade and title; or
- Termination from Town employment.

Finding of Not-Guilty – In the event the employee is found to be not guilty of all charges and specifications, the employee will be restored to the employee’s position with full pay for the period of suspension less the amount of any unemployment insurance benefits that the employee may have received during such period.

Limitations – Notwithstanding any other provision of law, no removal or disciplinary proceeding will be commenced more than eighteen months after the occurrence of the alleged incompetence or misconduct complained of and described in the charges. Such limitation will not apply where the incompetence or misconduct complained of and described in the charges would, if proved in a court of appropriate jurisdiction, constitute a crime.

Filing Requirements – In the event the employee is found to be guilty, a copy of the charges, the employee's written answer, a transcript of the hearing, and the determination will be maintained within the employee’s personnel file. A copy will also be filed with the Schenectady County Civil Service Commission.

309 Code of Ethics

The Code of Ethics is set forth in Chapter 17 of the Code of the Town of Niskayuna. A restatement of the Code, which was adopted on April 23, 2013, is included below.

§ 17-1 Intent and Purpose

Pursuant to the provisions of § 806 of the General Municipal Law and § 10 of the Municipal Home Rule Law, the Town of Niskayuna recognizes that there are standards of ethical conduct for public officers and employees which must be observed if a high degree of moral conduct is to be obtained and if public confidence is to be maintained in our unit of Town government. It is the purpose of this chapter to promulgate these rules of ethical conduct for the officers and employees of the Town of Niskayuna. These rules shall serve as a guide for official conduct of the officers and employees of the Town of Niskayuna. The rules of ethical conduct of this chapter, as adopted, shall not conflict with but shall be in addition to any prohibition of Article 18 of the General Municipal Law or any other general or special law relating to ethical conduct and interest in contracts of municipal officers and employees.

§ 17-2 Construal of provisions

The standards, prohibited acts and procedures established herein are in addition to any prohibited acts, conflict of interest provisions or procedures prescribed by statute of the State of New York and also in addition to common law rules and judicial decisions relating to the conduct of Town officers to the extent that the same are more severe in their application than this chapter.

§ 17-3 Definitions

APPEAR and APPEAR BEFORE: Communicating in any form, including, without limitation, personally, through another person, by letter, facsimile, electronic mail, or by telephone.

CONFIDENTIAL INFORMATION: Any data acquired through the course of employment or public office which the Town has protected from disclosure by law or that is not protected from disclosure by law but poses or may pose a conflict of interest.

CONFLICT OF INTEREST: Any action or omission which is in conflict or gives or may reasonably give the appearance of conflict with the performance of official Town business or government.

CORPORATION: An artificial person or being, endowed by law with the capacity of perpetual succession, and shall include corporations organized as public, private, charitable, civil, domestic, foreign, close, open, municipal and not-for-profit institutions.

CUSTOMER OR CLIENT

A: Any person to whom a Town Officer or Employee has supplied goods or services during the previous twenty-four months having, in the aggregate, a value of greater than \$1000; or:

B: Any person to whom a Town Officer's or employee's outside employer or business has supplied goods or services during the previous twenty-four months having, in the aggregate, a value greater than \$1000, but only if the officer or employee knows or has reason to know the outside employer or business supplied the goods or services.

GIFT and FINANCIAL BENEFIT: Except as specifically set forth in § 17.4(D), includes any money, service, license, permit, contract, authorization, loan, travel, entertainment, hospitality, privilege, exemption or any promise thereof, or any other gratuity or promise thereof or anything of value. A financial transaction may be a financial benefit but shall not be a gift unless it is on terms not available to the general public. "Gift" and "financial benefit" do not include campaign contributions authorized by law.

MINISTERIAL ACT: An action performed in a prescribed manner without the exercise of judgment or discretion as to the propriety of the act.

OUTSIDE EMPLOYER OR BUSINESS:

A: Means

1. Any activity, other than service to the Town, from which the Town officer or employee receives compensation for services rendered or goods sold or produced;
2. Any entity, other than the Town, of which the Town officer or employee is a member, officer, director, or employee and from which he or she receives compensation for services rendered or goods sold or produced; or
3. Any entity in which the Town officer or employee has an ownership interest, except a corporation of which the Town officer or employee owns less than five percent of the outstanding stock

B: For purposes of this definition, "compensation" shall not include reimbursement for necessary expenses, including travel expenses

PERSON: Includes both individuals and entities.

PROFESSIONAL LICENCE: A privilege granted by the State of New York to conduct an occupation or trade.

PUBLIC BENEFIT CORPORATION: A corporation organized to construct or operate a public improvement that is located partially or totally in New York State and the profits from this corporation benefit New York State or other states or the people of New York State.

RELATIVE: A spouse, child, stepchild, brother, sister, or parent of the Town officer or employee, or a person claimed as a dependent on the Town officer's or employee's latest individual state income tax return, or the spouse of any such person.

TOWN: The Town of Niskayuna, but shall not include the Town Court

TOWN AGENCY: Any office, board, body, advisory board, council, commission, agency, department, district, administration, division, bureau, unit or committee of the Town other than the Town Court.

TOWN OFFICER OR EMPLOYEE: Any officer or employee of the Town, whether elected or appointed, paid or unpaid, and includes, without limitation, all members of any office, board, body, advisory board, council, commission, agency, department, district, administration, division, bureau, unit or committee of the Town. Any attorney who is a partner in a law firm or a principal in a professional corporation whose legal opinion concerning the validity of the issuance of any debt instrument is generally provided in connection with the issuance of any bond or other instrument by the Town or any public benefit corporation whose members are appointed by the Supervisor or the Town Board shall be deemed a Town officer or employee. "Town officer or employee" shall not include:

- A:** a judge, justice, officer, or employee of the unified court system; and

B: No entity established pursuant to the General Municipal Law of the State of New York shall be deemed an advisory board for purposes of this subsection.

§ 17.4 Code of Ethics

- A. General prohibition. A Town officer or employee shall not use his or her official position or office, or take or fail to take any action, in a manner which he or she knows, or has reason to know, may result in a personal financial benefit for any of the following persons:
- 1) The Town officer or employee;
 - 2) His or her outside employer or business;
 - 3) A member of his or her household;
 - 4) A customer or client;
 - 5) A relative; or
 - 6) Any firm, corporation, association, partnership or other organization in which the Town officer or employee, or a relative, serves as an officer or director, whether compensated or not compensated.
- B. Specific Town officers and employees.
1. Responsibilities.
 - (a) Professionally licensed. All Town officers and employees with professional licenses are prohibited from knowingly exercising any discretion in any matter of Town interest which shall involve any person, firm or corporation which is a client of his/her or a client of his/her firm or has been a client within the immediate past one year and shall not knowingly have any interest in or accept compensation, direct or indirect, from any person, firm or corporation which has an interest in matters coming before any Town agency or before any public benefit corporation whose members are appointed by the Supervisor or the Town Board.
 - (b) Authorized to conduct inspections and issue permits. All Town officers and employees with the authority to conduct inspections or issue permit approvals shall not engage in a business or have a financial interest in any firm engaged in a business within the Town where said business conducts, as a regular and significant part of its business, matters requiring such inspections or such permits.
 - (c) Public safety. No public safety officer shall have any interest in or be employed in the Town by any company, corporation, partnership, association or individual for the purpose of providing private investigations, accident reconstruction, fire prevention, or fire inspection or any other activity related to such public safety officer's employment with the Town. This shall not be construed as prohibiting membership or service in volunteer fire or emergency medical organizations. Additionally, public safety officers may be employed in the Town for the purpose of providing security or traffic services.
 2. The foregoing Town officers and employees are listed due to the unique nature of their offices and positions which, in turn, raise ethical conflicts unique to those offices and positions. This list is not to be deemed all-inclusive. Every Town officer and employee shall endeavor to pursue a course of conduct consistent with the spirit of this chapter as well as the actual provisions and strive to act so as not to raise suspicion among the public that he/she is likely to be engaged in activities that are in violation of his/her trust.
- C. Recusal. A Town officer or employee shall promptly recuse himself or herself from acting on a matter before the Town when acting on the matter, or failing to act on the matter, may financially benefit any of the persons or organizations listed in Subsection A of this section.

- D. Gifts. A Town officer or employee shall not solicit anything of value from any person who has received or sought a financial benefit from the Town, nor accept anything of value from any person who the Town officer or employee knows or has reason to know has received or sought a financial benefit from the Town within the previous twenty-four months. The purpose of this provision is to avoid circumstances where it could reasonably be inferred that the gift was intended to influence such Town officer or employee, or could reasonably be expected to influence such Town officer or employee in the performance of his or her official duties, or was intended as a reward for any official action taken by such Town officer or employee. This restriction shall not be construed as applying to the following situations in which gifts or benefits are:
- 1) Received by the officer or employee from his or her parent, spouse, child, or sibling;
 - 2) Accepted on behalf of the Town and transferred to the Town;
 - 3) Received as refreshments or meals at a widely attended gathering;
 - 4) Received for the solemnization of a marriage by an officer or employee of the Town of Niskayuna listed in § 11 of the Domestic Relations Law at a place other than his or her normal place of business or at a time other than his or her normal hours of business and which have a value of \$75 or less;
 - 5) Received as nonmonetary awards from charitable organizations; or
 - 6) Received as Town services or benefits, or the use of Town facilities, generally available on the same terms and conditions to residents or a class of residents in the Town.
 - 7) Having an aggregate value of \$75 or less during any twelve-month period;
- E. Use of Town property. No Town officer or employee shall use or permit the use of Town property (including land, vehicles, equipment, materials and any other property) for personal convenience or profit, except when such use is available to Town citizens generally or is provided as a matter of written Town policy.
- F. Confidential information. Town officers and employees and former Town officers and employees shall not disclose any confidential information or use it to further anyone's personal interests.
- G. Revolving door. A Town officer or employee shall not appear or practice before the particular Town agency in which the Town officer or employee served or by which he or she was employed, except on his or her own behalf, or receive compensation for working on any matter before the particular Town agency in which the Town officer or employee served or by which he or she was employed, for a period of one year after the termination of his or her Town service or employment; however, the bar shall be permanent for any Town officer or employee as to particular matters on which the Town officer or employee personally worked while in Town service that are still pending after the termination of his or her Town service or employment.
- H. Avoidance of conflicts. Town officers and employees shall not knowingly acquire, solicit, negotiate for, or accept any interest, employment, or other thing of value which would put them in violation of this Code of Ethics.
- I. Inducement of others. A Town officer or employee shall not induce or aid another officer or employee of the Town in violating any of the provisions of this Code of Ethics.
- J. Conflict with other codes of conduct
- 1) Recognizing the need for professional integrity and the fact that various professional associations have adopted standards of conduct for their members, the Town hereby requires that each Town officer or employee who is affected by a professional code of conduct be bound, in addition to the within chapter, by his/her respective Codes of Ethics. Any conflict between the provisions of this chapter and a given professional code of conduct of a Town officer or employee is to be resolved by the Ethics Board. However, the Ethics Board must at all times give the greatest latitude to said individual's

professional code of conduct and, whenever possible, reconcile this to complement and respect the individual's professional code of conduct.

2) Substantial consideration shall be given to the effect deviation from an individual's professional code of conduct will have on that individual's ability to practice his/her profession. If need be, the Ethics Board is authorized and required to obtain advisory options from the appropriate professional association to clarify any given situation.

K. Appearances:

1) Except as provided in Subsection 3 of this section, a Town officer or employee or the outside employer or business of a Town officer or employee shall not appear before the particular agency in which the Town officer or employee serves or by which he or she is employed.

2) Except as provided in Subsection 3 of this section, a Town officer or employee or the outside employer or business of a Town officer or employee shall not appear before any other Town agency if the Town officer or employee has the authority to appoint any officer, employee, or member of the agency or to review, approve, audit, or authorize any budget, bill, payment, or claim of the agency, or if there exists any likelihood that such Town officer or employee may derive, directly or indirectly, a financial benefit as a result thereof.

3) Nothing in this section shall be construed to prohibit the outside employer or business of a Town officer or employee from:

a. Appearing on its own behalf, or on behalf of the Town, before a Town of Niskayuna agency;

b. Seeking or obtaining a ministerial act; or

c. Receiving a Town service or benefit, or using a Town facility, which is generally available to the public.

L. Disclosure of interest in legislation. To the extent that he or she knows thereof, a member of the Town Board and any officer or employee of the Town, whether paid or unpaid, who participates in the discussion or gives official opinion to the Town Board on any legislation before the Town Board shall publicly disclose on the official record the nature and extent of any direct or indirect financial or other private interest he or she has in such legislation, including any involvement in current or past litigation.

M. Investments in conflict with official duties. A Town officer and/or employee shall not invest or hold any investment, directly or indirectly, in any financial, business, commercial or other private transaction which creates a conflict with his or her official duties.

N. Right to engage in political activity; prohibition on coercion; prohibition on political solicitation in a Town workplace. Unless otherwise prohibited by law, Town officers and employees shall not be denied the right to support or refuse to support a political party or committee, or a candidate for public office, outside of the workplace. Officers or employees shall not coerce, or request or authorize another to coerce, any officer or employee to support or refuse to support a political party or committee or a candidate for public office. Officers or employees shall not make use of a Town workplace to request, or authorize another to use a Town workplace to request, that any officer or employee participate in an election campaign or a political event or contribute to a political party or committee. Officers or employees shall not display, distribute or otherwise utilize election campaign literature or materials at a Town workplace.

O. Interests in contracts with the Town.

1) Prohibited interests. No Town officer or employee shall have an interest in a contract with the Town, or an interest in a bank or trust company, that is prohibited by § 801 of the General Municipal Law of the State of New York. Any contract willfully entered into by or with the Town in which there is an interest prohibited by that section shall be null, void, and wholly unenforceable, to the extent provided by § 804 of that law.

- 2) Disclosable interests. Any Town officer or employee who has, will have, or later acquires an interest in any actual or proposed contract with the Town shall disclose in writing the nature and extent of that interest in accordance with § 803 of the General Municipal Law and promptly file such written disclosure with the Town Clerk. The Town Clerk shall cause a copy of that disclosure to be filed promptly with the Ethics Board.
- 3) Violations. Any Town officer or employee who willfully and knowingly violates the provisions of this section shall be guilty of a misdemeanor, to the extent provided by § 805 of the General Municipal Law.

§ 17.5 Transaction Disclosure:

- A. Whenever a Town officer or employee is required to recuse himself or herself pursuant to § 17.4 of this chapter, he or she shall:
 - (1) Immediately refrain from participating further in the matter;
 - (2) Promptly inform his or her superior, if any; and
 - (3) Promptly file with the Town Clerk a signed statement disclosing the nature and extent of the prohibited action or, if a member of a board, shall state that information upon the public record of the board.
- B. A Town officer or employee shall not be required to file a disclosure statement pursuant to this section if he or she, with respect to the same matter, has filed with the Town Clerk a disclosure statement complying with requirements of § 17.4(O) of this chapter.

§ 17.6 Exclusions:

- A. The provisions of §§ 17.4 and 17.5 shall not prohibit, or require, recusal or transactional disclosure as a result of:
 - (1) An action specifically authorized by statute, rule, or regulation of the State of New York or of the United States; or
 - (2) A ministerial act.

§ 17.7 Maintenance of Disclosure Statements:

- A. The Town Clerk shall transmit promptly to the Ethics Board each transactional and applicant disclosure statement filed pursuant to §§ 17.4(O), 17.5, 17.8, and 17.9 of this chapter.
- B. The Ethics Board shall index and maintain on file for at least seven years all disclosure statements filed with the Ethics Board pursuant to §§ 17.4(O), 17.5, 17.8, and 17.9

§ 17.8 Applicant Disclosure:

- A. Where a person requests the Town or a Town officer or employee to take or refrain from taking any action (other than a ministerial act) that may result in a financial benefit both to such person and to either any officer or employee of the Town, or to one of the other persons listed in § 17.4(A) of this chapter, such person shall disclose the names of any such persons, including Town officers or employees, that may financially benefit from such action or inaction by the Town or a Town officer or employee, to the extent known to such person at the time of the request.
- B. If the request is made in writing, the disclosure shall accompany the request. If the request is oral and made at a meeting of a public body, the disclosure shall be set forth in the public record of the body. If the request is oral and not made at a meeting of a public body, the disclosure shall be set forth in a writing filed with the Town Clerk.
- C. A person shall not be required to file a disclosure statement pursuant to this section if he or she, with respect to the same matter, has filed a disclosure statement complying with requirements of § 17.9 of this chapter.

§ 17.9 Applicant Disclosure for Land Use Applications:

- A. Disclosure. Every application, petition, or request submitted for a variance, amendment, change of zoning, approval of a plat, exemption from a plat or official map, license, or permit, pursuant to the provisions of any ordinance, local law, rule, or regulation constituting the zoning and planning regulations of the Town shall state the name, residence and nature and extent of the interest of any Town officer or employee in the person or entity making such application, petition or request, to the extent known to such applicant and as otherwise required by §809 of the General Municipal Law of the State of New York.
- B. Violations. Any person who willfully and knowingly violates the provisions of this section shall be guilty of a misdemeanor, to the extent provided by § 809 of the General Municipal Law.
- C. A person shall not be required to file a disclosure statement pursuant to this section if he or she, with respect to the same matter, has filed a disclosure statement complying with requirements of § 17.9 of this chapter.

§ 17.10 Void Contracts:

Any contract or agreement entered into, by or with the Town which results in or from a violation of any provision of 17.4, 17.4(K), and 17.5 of this chapter shall be void unless ratified by the Town Board. Such ratification shall not affect the imposition of any criminal or civil penalties pursuant to this chapter or any other provision of law.

§ 17.11 Penalties for Offenses:

- A. Disciplinary action. Any Town officer or employee who engages in any action that violates any provision of this chapter may be warned, reprimanded, suspended or removed from office or employment, or be subject to any other sanction authorized by law or collective bargaining agreement, by the person or body authorized by law to impose such sanctions. A warning, reprimand, suspension, removal, or other authorized sanction may be imposed in addition to any other penalty contained in this chapter or in any other provision of law.
- B. Civil fine. Any Town officer or employee who violates any provision of this chapter may be subject to a civil fine of up to \$500 for each violation. A civil fine may be imposed in addition to any other penalty contained in any other provision of law or in this chapter.
- C. Damages. Any person, whether or not a Town officer or employee, who violates any provision of this chapter shall be liable in damages to the Town for any losses or increased costs incurred by the Town as a result of the violation. Such damages may be imposed in addition to any other penalty contained in any other provision of law or in this chapter.
- D. Misdemeanor. Any person, whether or not a Town officer or employee, who intentionally or knowingly violates any provision of this chapter shall be guilty of a Class A misdemeanor and, upon conviction thereof, if a Town officer or employee, shall forfeit his or her Town office or employment.

§ 17.12 Injunctive Relief:

- A. Any resident, officer, or employee of the Town may initiate an action or special proceeding, as appropriate, in the court of appropriate jurisdiction for injunctive relief to enjoin an officer or employee of the Town from violating this chapter or to compel an officer or employee of the Town to comply with the provisions of this chapter. In lieu of,

or in addition to, injunctive relief, the action or special proceeding, as appropriate, may seek a declaratory judgment.

- B. No action or special proceeding shall be prosecuted or maintained pursuant to Subsection A of this section, unless:
 - (1) The plaintiff or petitioner shall have filed with the Ethics Board a sworn complaint alleging the violation by the officer or employee;
 - (2) It shall appear by, and as an allegation in, the complaint or petition filed with the court that at least six months have elapsed since the filing of the complaint with the Ethics Board and that the Ethics Board has failed to file a determination in the matter; and
 - (3) The action or special proceeding shall be commenced within ten months after the alleged violation occurred.

§ 17.13 Board of Ethics:

This section sets forth the makeup and procedural requirements of the Town of Niskayuna Board of Ethics. It is not restated here, but can be accessed in full within the official Town Code.

§ 17.14 Miscellaneous:

- A. No existing right or remedy shall be lost, impaired, or affected by reason of this chapter.
- B. Nothing in this chapter shall be deemed to bar or prevent a present or former Town officer or employee from timely filing any claim, account, demand, or suit against the Town on behalf of himself or herself or any member of his or her family arising out of personal injury or property damage or any lawful benefit authorized or permitted by law.
- C. If any provision of this chapter is held by a court of competent jurisdiction to be invalid, that decision shall not affect the validity and effectiveness of the remaining provisions of this chapter.

§ 17.15 Distribution and Posting of copies of provisions:

- A. Within 30 days after the effective date of this section, and thereafter as appropriate, the Ethics Board shall transmit to the Supervisor and Town Clerk, in a form suitable for posting, copies of those provisions of this chapter which the Town Board deems necessary for posting in the Town. Within 10 days after receipt of those copies, the Town Clerk shall cause the copies to be posted conspicuously in a place designated for the posting of public notices.
- B. Within 30 days after the effective date of this section, and thereafter as appropriate, the Ethics Board shall transmit to the Supervisor, or other Town officer or employee as designated by the Supervisor, in a form suitable for distribution, copies of those provisions of this chapter which the Town Board deems necessary for distribution to the Town officers and employees. Within 10 days after receipt of those copies, the Supervisor, or his or her designee, shall cause the copies to be distributed to every Town officer and employee, and made readily available to the public. Every Town officer or employee elected or appointed thereafter shall be furnished a copy of those provisions within 10 days after entering upon the duties of his or her position.
- C. Failure of the Town to comply with the provisions of this section or failure of any Town officer or employee to receive a copy of the provisions of this chapter shall have no effect on the duty of compliance with this chapter or on the enforcement of its provisions.

310 **Personnel Records**

Policy Statement – It is the policy of the Town to balance its need to obtain, use, and retain employment information with a concern for each employee’s privacy. To this end, the Town will endeavor to maintain only that personnel information necessary for the conduct of the Town’s business or required by federal, state, or local law. Personnel records will be maintained for current and past employees in order to document employment related decisions and comply with government record keeping and reporting requirements.

Content – The personnel records maintained by the Town include, but are not limited to, Employment Applications, Report of Personnel Change Forms; copies of job-required licenses and certificates, Federal and State Withholding Tax Forms, Retirement Enrollment/Waiver Forms, Health Insurance Enrollment/Waiver Forms, performance appraisals, grievance or dispute resolution notices, counseling memoranda, notices of discipline, and probationary reports.

Location of Files – All original personnel records for current employees will be kept in the Comptroller’s office and will be maintained and controlled by the Comptroller.

Medical Records – All employee medical records will be kept in a separate file and maintained apart from the employee’s personnel file in the Comptroller’s office. ***For security purposes, these files will be locked at all times.***

Substance Testing Records – All employee substance testing records will be kept in a separate file and maintained apart from the employee’s personnel file in the Comptroller’s office. ***For security purposes, these files will be locked at all times.***

Change in Status – An employee must immediately notify the Comptroller’s Office of a change of name, address, telephone number, marital status, number and age of dependents, beneficiary designations, and individuals to notify in case of emergency.

Review of Personnel Files – Access to personnel files is limited. A current employee may review the contents of the employee’s own personnel file by submitting a written request to the Comptroller, with the review to be scheduled at a mutually convenient time. An authorized official must be present when the employee inspects the file. An employee may not copy, remove, or place any material in the employee’s personnel file without the approval of the Comptroller.

311 **Separation from Employment**

Notice of Resignation (Employees) – An employee who intends to resign from employment must submit a written resignation to the employee’s Department Head at least two weeks before the date of resignation is to be effective. All resignations shall be filed in the Town Clerk’s Office.

Completion of Notice Period – When a resignation notice is provided by an employee, the Town reserves the right to waive some or all of the notice period.

Notice of Resignation (Town Officers) – A Town Officer (as defined by Public Officers Law) must resign by delivering a written notice to the Town Clerk. If no effective date is specified, the office becomes vacant immediately upon delivery of the notice to the Town Clerk. If a Town Officer wishes to resign at some future date, the Town Officer may specify a resignation date. However, if the resignation date is more than thirty days after delivery of the notice to the Town Clerk (ninety days for Justices), the resignation will become effective thirty days after such delivery (ninety days for Justices).

Notice of Resignation (Town Clerk) – The Town Clerk who intends to resign must submit a written resignation to the Secretary of State at least thirty calendar days before the date of resignation is to be effective.

Exit Interviews – Exit interviews are normally conducted by the Town Supervisor and or a designee. The exit interview provides an opportunity to discuss a number of items including employee benefits, COBRA eligibility, changing of computer passwords, and return of all Town property. During the exit interview, employees are encouraged to give suggestions, concerns, and constructive recommendations.

Final Paycheck – Employees receive their final paycheck on the next regularly scheduled payday subsequent to the pay period they last worked. The final paycheck includes payment for eligible accrued leave, if applicable, less any money owed to the Town.

400 OPERATIONAL POLICIES

401 Departmental Hours

Normal Hours of Operation – The normal hours of operation of the Administrative Offices at Town Hall are 9:00 a.m. to 5:00 p.m. An employee's Department Head will establish the employee's work schedule, which may differ from the normal hours of operation depending upon the particular needs and requirements of the department. The Town Supervisor reserves the right to approve all employee work schedules, except where otherwise prohibited by applicable State or Town Law.

Police Department Scheduling – The Chief of Police will schedule the work week hours of any administrative officer at the Chief's discretion. This may include any time outside of the normal work day and work week, to include evenings, weekends or holidays, as necessary to perform the functions of any administrative officer. In any instance where an administrative officer is scheduled to work on a holiday or a portion of a holiday, that administrative officer will be entitled to scheduled time off, equal to that time worked, at the discretion of the Chief of Police.

Alternate Work Schedule – An employee may begin and/or end a given workday at a time requested by the employee and approved by the Department Head and Town Supervisor. Such "alternate work schedule" must normally overlap the time the department is open and available to the public. The Town Supervisor reserves the right to approve all alternate work schedules. Employees that work in departments, and whose primary work office is located in a Town designated maintenance facility (e.g. Highway Garage or Water & Sewer Maintenance Facility), with different regular work hours, shall work those regular work hours. Members of the Police Administration shall be considered to work an eight hour workday including a one hour meal period.

Department Head Absences – Department Heads have duties that may require them to be absent from their offices at certain times during the day. In the event that a Department Head is absent from the office, basic departmental forms should be readily available for distribution and/or collection. It is the Department Head's responsibility to determine what services are to be provided and to schedule coverage of these basic services during scheduled business hours.

Overtime – A Department Head may require an employee to work additional hours beyond the employee's normal workday and workweek. An employee must receive prior approval from the employee's Department Head before working additional hours.

Refusal to Work Additional Hours – An employee who, after investigation, is found to have refused to work additional hours as directed will be subject to appropriate disciplinary action.

Arriving at Work Before or Leaving After Scheduled Work Hours – Arriving at work before the scheduled starting time or leaving work after the scheduled ending time for an employee's own convenience is permitted but is not to be included in working time. No work may be performed for the Town outside of the employee's regular work schedule unless prior approval has been obtained from the Department Head (i.e. unauthorized overtime is prohibited). Violations of this policy will result in appropriate corrective action. (This provision applies only to FLSA non-exempt employees.)

Union Employees – The work schedules of employees covered by a collective bargaining agreement shall be governed by the applicable collective bargaining agreement.

402 **Remote Work Policy**

Purpose – The purpose of this policy is to establish parameters for employees to work remotely as approved by both their Department Head and the Town Supervisor. This policy is intended to allow for workforce flexibility while maintaining continuity of the Town's daily operations.

Approval for remote work requires that the employee sign a Remote Work Agreement (see Forms Appendix).

1. The employee will telecommute from their "home office." The "home office" work schedule will be in conjunction with the usual Town Hall business hours Monday through Friday, 9:00am to 5:00pm. The current meal and rest breaks remain in effect.
2. The employee agrees to be available during the assigned business hours of 9:00am - 5:00pm, except during normal lunch breaks, for communication through such methods as a land-line phone, cell phone, e-mail, and text messages. The employee agrees to respond in a timely basis to business emails or voicemails.
3. The job duties, responsibilities, and conditions of the employee's employment with the Town will remain unchanged.
4. The employee's salary, retirement, paid leave, medical insurance coverage, and all other employee benefits shall remain in effect.
5. Work hours, overtime compensation, use of sick and personal leave, and approval for use of vacation will conform to the Town's policies and procedures, departmental guidelines, or to the appropriate collective bargaining agreement, and to the terms otherwise agreed upon by the employee and the Town.
6. The employee agrees to maintain a safe work environment, to report work-related injuries to their Department Head at the earliest opportunity, and to hold the Town harmless for injury to others at the work from home location.
7. The employee agrees to provide a secure location for Town-owned equipment and materials, and will not use, or allow others to use, such equipment for purposes other than Town business. All equipment, records, and materials provided by the Town shall remain Town property.
8. The employee agrees to return any Town equipment, records, and materials immediately upon return to their Town office. Any Town equipment will be returned by the employee for inspection, repair, replacement, or repossession with two days' written notice.
9. The employee agrees to maintain in a secure manner the confidentiality of Town records.
10. The employee will follow the security measures contained in the Town's computer usage policy, including maintaining the integrity of work-related computer passwords. The employee will contact their supervisor with questions regarding computer system security.
11. The Town will not pay for the maintenance or repairs of privately owned equipment, utility costs associated with the use of the computer or occupation of the home, office supplies, or travel expenses associated with commuting to the Town's main office.

12. The employee is not prohibited from Town Hall or other Town facilities if the offices and facilities are otherwise open. The employee may access office locations to gather necessary work or for performing other administrative tasks that require office resources, unless being present at Town facilities would put the health of others in danger.

13. The Town retains the right to modify this policy on a temporary basis because of business necessity (for example, the employee may be required to come to the office on a particular day), or as a result of an employee request approved by the supervisor.

14. The employee understands that they are responsible for insurance consequences, if any, of this arrangement.

15. The employee understands that if the employee fails to report to their regular Town office as directed, or otherwise fails to comply with the provisions of this policy, that discipline will follow, including and up to termination

403 Meal Breaks and Breaks for Nursing Mothers

Meal Breaks – An employee who works more than six hours in a given day will receive an unpaid, duty-free meal break not to exceed sixty minutes.

Scheduling of Meal Breaks – Scheduling of meal breaks must be approved by the Department Head in accordance with the needs and requirements of the department. Meal breaks must normally be taken in the middle of the employee's workday. Unless otherwise directed by the Department Head, an employee may leave the work-site during the meal break.

Observance of Meal Breaks – In accordance with New York State regulations, an employee who works more than six hours in a given day is required to take the scheduled meal break. An employee is not allowed to work through the meal break to make up lost work time or to leave work early. In addition, the meal break may not be taken at the end of an employee's workday in order to leave work before the normal quitting time.

Breaks for Nursing Mothers to Express Breast Milk – Employees who are nursing mothers shall be allowed to use reasonable paid breaks (generally no less than twenty minutes) in addition to the employee's meal and rest breaks to express milk for a nursing child. The number of breaks an employee will need to take for expression purposes varies depending on the amount of time the employee is separated from the nursing infant and the mother's physical needs. In most circumstances, the Town shall provide break time at least once every three hours if requested by the employee. This policy applies to nursing mothers for up to three years following childbirth. Breaks are available to the employee during their normal work week and any overtime or additional hours worked.

Room Location and Privacy - The Town will make a reasonable effort to provide a room, other than the restroom or toilet stall, within walking distance to the employee's work area, or other location in close proximity to the work area so that nursing mothers can express milk in private. The Town may dedicate one room for the expression of breast milk or use a vacant office or other available room on a temporary basis, provided the room is not accessible to the public or other employees while the nursing employee is using the room for expression purposes. If such room is not available, the Town may make available a cubicle for use by individuals expressing breast milk, provided the cubicle is fully enclosed

with a partition and is not otherwise accessible to the public or other employees while it is in use for expression purposes. The cubicle walls shall be at least seven feet tall to ensure privacy. Each room or other location used for the expression of breast milk shall adhere to the following standards:

- Be well lit through either natural or artificial light.
- Windows shall be covered with a curtain, blind, or other covering to ensure privacy for the mother as she is expressing breast milk.
- The room shall contain, at a minimum, a chair and a small table, desk, counter, or other flat surface.
- The Town will strive to provide an electrical outlet, clean water supply, and access to refrigeration for the purposes of storing the expressed milk.
- To ensure privacy, the room or other location shall not be open to other employees or the public.
- The room should have a door equipped with a functional lock. If the location is an enclosed cubicle, the Town will provide a sign advising the room or location is in use and not accessible to other employees or the public.
- The Town will maintain the cleanliness of the room or location.

Employee Notification - An employee wishing to avail herself of this break is required to give the Town advance notice, preferably prior to the employee's return to work following the birth of her child, to allow the Town an opportunity to establish a location and to schedule leave time for multiple employees, if needed.

Discrimination and Retaliation Prohibited – The Town shall not discriminate or retaliate in any way against an employee who chooses to express breast milk in the workplace or who files a complaint with the Department of Labor.

Union Employees – An employee who is a member of a collective bargaining unit is not covered by the Meal Breaks provisions set forth above and should refer to the applicable collective bargaining agreement.

404 **Emergency Situations**

Closing Procedures – In the event that extraordinary weather conditions or other emergencies develop prior to the beginning of the workday, the Town Supervisor may authorize the closing of non-emergency operations, or, if extraordinary weather conditions or other emergencies develop during a workday, the Town Supervisor may direct that certain employees who perform non-essential services leave work. Pre-approved leave time will not be restored in the event of a closing.

Payment of Wages – Pay for FLSA exempt employees will not be affected by an emergency closing. Pay for FLSA non-exempt employees will be in accordance with the provisions below:

- **During Work** – A full-time employee who is directed by the Town Supervisor to leave work due to an emergency closing will be paid for the remainder of the employee's normal workday at the employee's regular rate of pay. Such time will not be included as time worked for the purpose of computing overtime. A part-time, seasonal or temporary employee who is directed to leave work due to an emergency closing will not be paid for the remainder of the employee's normal workday. Such employee may choose to make up the time at a later date if agreed to by the Department Head. An employee who has previously scheduled a paid leave day must still charge the absence for the day to the appropriate paid leave.
- **Prior to Reporting to Work** – If a determination is made to close operations prior to the start of a workday, the Town Supervisor will initiate notification to all affected employees. A full-time employee who is directed not to report to work due to an emergency closing will be paid for the employee's normal workday at the employee's regular rate of pay. A part-time, seasonal or temporary employee who is directed not to report to work will not be paid for the workday. Such employee may choose to make up the time at a later date if agreed to by the Department Head. An employee who has previously scheduled a paid leave day must still charge the absence for the day to the appropriate paid leave.

If the Town Supervisor does not authorize the closing of non-emergency operations, an employee who chooses to not report to work or to leave work must get permission from the employee's Department Head. Such absence will be charged to the employee's accumulated personal or vacation leave, compensatory time, or the absence will be unpaid if no leave is available.

Inclement Weather – Employees are expected to report to work and remain at work during inclement weather conditions. Employees should use their own discretion in determining whether they can commute safely to work due to inclement weather. **Those employees who are able to work remotely, are encouraged to use the Remote Work Policy when road conditions are unsafe for commuting.** When the Town Supervisor has not officially shut down operations, an employee who does not report to work or requests to arrive at work late or leave work early due to inclement weather must obtain authorization from his or her Department Head prior to doing so. The employee must use paid vacation, compensatory, or personal leave, if available, or take the time off without pay. If an FLSA exempt employee has no paid leave benefits available, the employee will only be docked if a full workday is taken.

Union Employees – An employee who is a member of a collective bargaining unit is not covered by the Emergency Situations provision set forth above and should refer to the applicable collective bargaining agreement.

405 *Time Records*

Policy Statement – Time records provide a means of accurately accounting for time worked and authorized paid leave taken by employees. The Town uses various methods to collect this important information.

Procedures for Town Hall Employees – All employees, except elected officials and appointed members of a board or commission, are required to complete a time record and must comply with the following procedures:

- Time records should be completed by the close of each workday;
- All paid and unpaid leaves of absence must be recorded;
- Employees must complete their own time record;
- The time record must be submitted to the Department Head at the time specified;
- The time record must be verified and signed by the Department Head; *and*
- Department Heads will approve a bi-weekly time record for their respective employees and submit it to the Comptroller's Office no later than 10:00 a.m. on the Monday of a pay week (or Tuesday in the event of a holiday.)

Correction of Errors – An employee must immediately bring errors in time records to the attention of the employee's Department Head who will investigate the matter and make and initial the correction once the error has been verified.

Falsification of Time Records – An employee who, after investigation, is found to have falsified or altered a time record, or the time record of another employee, or completed a time record for another employee, will be subject to disciplinary action. In extenuating circumstances where an employee is not able to complete the employee's own time record, the Department Head may complete the time record on behalf of the employee.

406 Bonding

Insurance – The Town will provide bonding insurance for an eligible employee who is required to act in a fiduciary capacity.

407 Expense Reimbursement

Policy Statement – Upon proper authorization of the Town Board or the Town Supervisor, an employee or Elected Official will be reimbursed for expenses associated with carrying out Town business, including, but not limited to, meals, lodging, mileage, parking, highway tolls, and training and membership fees. A voucher with all required documentation and corresponding receipts must be submitted to the Comptroller's Office in order for the reimbursement to be processed.

Expense Approval – Each employee and Elected Official is expected to exercise reasonable judgment when incurring charges that will be submitted for reimbursement. Prior approval from the Department Head, Town Supervisor and/or Town Board will be required for all expenditures. The Town Board reserves the right to reject reimbursement requests that are deemed unreasonable or inappropriate.

Meals – Meal per diem rates for an employee or Elected Official attending a full day training school will be reimbursed at the current rate published by the General Service Administration (GSA) website for the appropriate location.

Mileage – An employee or Elected Official who is required to use their own vehicle to conduct Town business will be reimbursed for mileage accumulated. The mileage rate and employee eligibility for reimbursement will be established by the Town Board.

Education and Training – Upon proper authorization of the Town Board, an employee will be reimbursed for training courses that are directly related to the employee's present job. Employees must first seek approval from their Department Head.

408 **Vehicle Usage**

Policy Statement – All vehicles and related equipment of the Town of Niskayuna are owned and maintained for the purpose of conducting official business of the Town. Said vehicles and equipment may not be used for the personal use or private gain of any official or employee, nor for any other purpose which is not in the general public interest.

Standards – For the purpose of compliance with this policy, the following standards must be met at all times:

- Town vehicles and related equipment must remain under the general administrative jurisdiction and direction of the Department Head to which it is assigned.
- Town vehicles must be assigned to specific Town officials and employees for specific purposes and tasks. Said vehicles may not be used for any unauthorized purpose nor to conduct personal, private, or non-Town related business. **Employees assigned a Town vehicle must use that vehicle for work purposes, and are not eligible for mileage compensation for local travel except for brief periods when their assigned vehicle is out of commission.**
- Town Vehicles may not be taken outside Town limits except on Town related business. A Town vehicle assigned to an employee who lives out of Town is not to be taken home unless the employee has been formally designated as being “on call.”
- As a general rule, Town vehicles may not be taken home or driven for personal use. Positions that are designated by the Town Board as “on call” positions are permitted to take vehicles home in order to expedite response time due to the nature of their work often requiring work outside the “normal workday.” “On call” positions are the Highway Superintendent, the Deputy Superintendent of Highways, the Superintendent of Water and Sewer, the Deputy Superintendent of Water and Sewer, and Members of the Police Administration. The Chief of Police, the Superintendent of Highways, and the Superintendent of Water and Sewer may designate employees within their respective departments as “on call” for the purposes of taking a Town vehicle home to expedite emergency response times.
- Town vehicles must always be operated in a safe and responsible manner and in compliance with all applicable motor vehicle and traffic laws in effect. Employees are responsible for any driving infractions or fines that result from their operation of Town vehicles, and must report them to their Department Head. The Town is responsible and will pay for any fines which would typically be levied against the owner of the vehicle for infractions related to the vehicle itself.
- Any accident involving a Town vehicle, regardless of severity, must be reported immediately to the appropriate Department Head, Safety Officer, and the Town Supervisor. The Department Head must file an accident report with the Town Supervisor’s Office within twenty-four hours. In addition, independent of the requirements of the OTETA and associated regulations, the Town will require that an employee be subject to testing for alcohol and controlled substances following any incident that involves operation of any motorized vehicle or other motorized equipment and which results in at least nominal property damage or injury to any person. The employee must remain at the scene or be readily available to undergo testing for alcohol and controlled substance use.

- The use of a cell phone when driving on Town business must be compliant with all applicable laws and/or regulations.
- Town vehicles may not be used to transport persons who are not officials or employees of the Town of Niskayuna, nor material not related to the conduct of official Town business, without direct authorization by the appropriate Department Head or the Town Board.
- All Town vehicles will be identified by affixing a permanent official Town seal decal to the exterior of both sides of the vehicle.
- Town vehicles must always be maintained in a safe and secure condition when not in use, including being locked and/or under direct observation.
- No advertisements, signs, bumper stickers or other markings of a political or commercial nature may be displayed on Town vehicles at any time, except those of a limited community service nature which have been authorized by the Town Board.

409 *Driver's License / Insurance Requirements*

Requirement – An employee who is required to drive either a Town-owned vehicle or the employee's own personal vehicle to conduct business on behalf of the Town, must possess at the time of appointment, and must maintain throughout employment, a valid New York State driver's license. Proof of such license must be on file with the Town. If a personal vehicle is used to conduct business on behalf of the Town, the employee is responsible for ensuring liability insurance coverage meeting NYS requirements is appropriately maintained.

Commercial Drivers – An employee who operates a vehicle which requires a Commercial Driver's License (CDL), must maintain such license throughout employment. Proof of such license must be on file with the Town. In accordance with the federal Commercial Motor Vehicle Safety Act of 1986, a commercial driver must notify the Town within thirty days of a conviction of any traffic violation (except parking), no matter where or what type of vehicle the employee was driving.

Loss of Driver's License – An employee who is required to possess a driver's license or CDL license in order to perform certain job duties and responsibilities must immediately notify the appropriate Department Head in the event the license is suspended or revoked. The loss or suspension of the driver's license or CDL license may affect the employee's continued employment with the Town, including termination of employment for inability to perform the duties of the job. The Town will utilize the NYS Department of Motor Vehicles' "License Event Notification Service" (LENS) to monitor activity that may negatively impact an employee's ability to maintain a required license.

410 *Supplies, Tools and Equipment, and Fuel Usage*

Supplies – All Town owned supplies must be used efficiently and not wasted. An employee may not use any Town supplies including, but not limited to, postage, paper, or office supplies for personal use.

Tools and Equipment – The employee must repair or replace any Town-owned tool or piece of equipment lost or damaged by the employee as a result of negligence or intentional misuse. An employee may not use any Town-owned tool or piece of equipment, including, but not limited to, fax machines, copiers and computer equipment for personal use. An employee may not use Town facilities, Town-owned tools or equipment to work on vehicles or trailers not owned by the Town.

Fuel – An employee may not use gasoline, fuel oil, motor oil, natural gas or propane purchased by the Town for personal use.

411 Personal Cell Phone and Electronic Device Usage

Personal Cell Phone / Electronic Device Usage – Employees are permitted to carry personal cell phones during working hours but must adhere to the guidelines shown below. These guidelines also apply to Town-owned cell phones or other electronic devices that are issued for the specific use of an employee's job duties. Where the term cell phone or electronic device is used in these guidelines, it shall be considered to include all types of portable electronic devices (e.g. iPads, IPODs, MP3 players, Kindles, netbooks, etc.).

- With the exception of an emergency situation, cell phones or other electronic devices may not be used for personal purposes during work hours unless the employee is on an authorized break or has permission from a supervisor.
- Use of a cell phone for personal calls, text messaging or e-mails during work hours is permissible only on a very limited basis for family matters or emergencies and must not interfere with the performance of the employee's job duties.
- No non-work related web browsing, movies or videos on a cell phone or other electronic devices are allowed during working hours.
- Personal cell phones that are broken, damaged or lost during working hours will not be replaced or paid for by the Town.
- Due to risks and safety hazards the use of IPODs, MP3 players, or any other device designed to receive radio transmission or play recorded music, other than Town equipment, is prohibited in, on, or around any motorized or powered equipment owned by the Town of Niskayuna, while on duty.
- This policy shall also pertain to individuals flagging traffic or monitoring the safety of other employees.
- Employees who are issued Town-owned cell phones shall be required to leave their personal cell phone in a location neither on their persons nor in their Town-owned vehicles during regular working hours.
- The use of a cell phone while driving on Town business must be in compliance with all applicable laws.

412 ***Business Use of Personal Cell Phones***

Policy Statement – The purpose of this policy is to establish guidelines for providing a stipend to cover the business use of a personal cell phone to employees who have documented an official business need for a communications device and continue to meet this need under the terms of this policy. Cellular telephones are a valuable resource for town staff and in the performance of certain duties by providing immediate accessibility. Employees who, by the nature of their work, routinely use mobile communication devices in the performance of their job but who do not qualify for a town issued cell phone, may be eligible to receive a stipend to cover the business use of their personal cell phone. The Supervisor is responsible for determining employee eligibility.

Guidelines – The following guidelines have been established for an employee eligible to receive a personal cell phone stipend.

- All stipends are charged to the employee's departmental budget. The stipend will reimburse the employee \$25.00 per month for the business use of their personal cell phone. The amount can be changed or withdrawn by the Town of Niskayuna without notice at any time.
- The Town of Niskayuna is not responsible for any additional costs associated with the cell phone, for example, shipping, taxes, insurance, accessories, overages, damages, replacement due to loss, etc. Discounts may be available for Town of Niskayuna staff personal accounts.
- Employees receiving a cell phone stipend are responsible for obtaining a phone and monthly plan that, at a minimum, meet the level of service required by the department and include texting and e-mail capabilities.
- Because the employee owns the cell phone, it may be used for personal and business use, but must be available for the performance of departmental responsibilities. The employee may obtain a more expensive plan if needed for personal use, but will only receive the amount agreed upon for business use. Payment of bills for the cellular plan and device are the responsibility of the employee.
- Eligible employees who maintain an active cell phone contract will receive a stipend at the end of the each quarter.

413 **Use of Communication Systems and Equipment**

Policy Statement – The purpose of this policy is to provide the following requirements for the use of Town-owned communication systems and equipment. Communication systems and equipment include but are not limited to computer systems, internet services, hardware, software, laptops, smart phones, cell phones, land-line phones, printers, facsimile machines, copiers, scanning devices and two-way radios.

Property – All communication systems, equipment and files are the property of the Town. This includes the messages created, transmitted, and stored on such systems and equipment.

Usage – All communication systems and equipment are provided to an employee for the purpose of aiding that employee in the performance of the employee's job functions. All hardware and software used is to be supplied by the Town. No unauthorized or unlicensed hardware or software may be used or installed on any Town-owned computer. Any hardware or software necessary to perform job duties should be requested of the employee's Department Head.

Town's Right to Monitor Communication Systems and Equipment – There is no guarantee of privacy when using Town-owned communication systems and equipment. The Town reserves the right to enter, search, and monitor employee communication systems, equipment, and files, with or without advance notice, at any time in the normal course of business. Department Heads have the authority to inspect the contents of any Town communication systems, equipment, data/files, or electronic messages of their subordinates in the normal course of their supervisory responsibilities. In addition, the data/files of Department Heads and supervisors may be inspected by the Town Supervisor in the normal course of duty. This applies to all information, messages, and files that are created, transmitted, downloaded, received, stored, or deleted on such systems, including items that are password protected. Additionally, the Town has the authority to monitor and record each web site, chat room, and newsgroup visited on the Internet, and every electronic message and file transfer into and out of the Town's network or communication service. The Town may also monitor each employee's Internet activity and usage patterns to ensure that the Town's resources are being utilized for appropriate business purposes.

Personal Use – Employees are prohibited from using the Town's communication systems for personal use.

Prohibited Uses – In addition to the requirements set forth above, the following uses of Town-owned communication systems and equipment are prohibited. This list is meant to be illustrative, and not exhaustive.

- Any illegal activity;
- Threats or harassment;
- Slander or defamation;
- Transferring, viewing, displaying, storing, distributing, editing, archiving, or recording of any discriminatory message, image, or material, or any obscene, graphic, or suggestive message, image, or material;
- Activity that is in violation of any provisions set forth elsewhere in this Employee Handbook;
- Any unauthorized commercial activity;

- Accessing or attempting to access the data/files of another person, unless otherwise authorized as necessary in the course of performing Town business;
- Using or aiding in the unauthorized use of another person's password;
- Harming or destroying data/files (other than editing or deleting information in the normal course of one's job duties);
- Use of non-business software;
- Gambling;
- Use of entertainment software, such as games and puzzles;
- Installation or use of any hardware or software, not authorized by the Town;
- Installation or use of Town-owned hardware or software for any use that is not Town related business;
- Installation or use of any unauthorized or unlicensed hardware or software; and
- Installation of any software containing viruses.

Internet / Electronic Messaging Requirements

Eligibility – Internet / electronic messaging service may be provided to employees who can demonstrate a work-related reason to have access. Electronic messages (e-messages) include but are not limited to e-mails, text messages, blogs, instant messages and posting to social networking or other sites. All Town employees who have access to the Town's internet and/or e-mail system are required to complete any security awareness training program administered by the System Administrator and subject to ongoing testing requirement.

Proper Usage – In addition to the prohibitions set forth in the above paragraphs, any activities prohibited for any other general computer user are also prohibited with respect to Internet / e-messaging service usage. Employees are expected to communicate in a manner that will reflect positively on both themselves and the Town. Additionally, it is the responsibility of the employee to adhere to the following requirements:

- E-messaging must be used in a professional manner;
- Messages must not be threatening, insulting, obscene, abusive, or derogatory;
- Messages must not include content that constitutes workplace harassment including sexual harassment;
- E-messaging may not be used to transmit chain letters;
- Employees are responsible for saving any e-messages that they want to keep permanently;
- E-messages must not involve personal sales or solicitation or be associated with any for-profit outside business activity;
- E-messages must not involve personal not-for-profit solicitations;
- E-messages must not potentially embarrass the Town;
- Passwords should not be given to anyone;
- Internet must not be used for the propagation of computer viruses;
- Internet must not be used for personal recreational activities (e.g. online games);
- Participation in non-business Internet chat groups, blogging or instant messaging is prohibited;
- As a security precaution, a workstation must not be left signed onto E-mail or the Internet while unattended for a long period of time (or overnight). Each employee must log off the network when not in use;
- Employee Internet usage and e-messaging may be subject to filtering and may be monitored;

- Employees should be aware that deletion of any E-message or file does not truly eliminate that message or file from the system. All E-mail messages are stored on a central back-up system in the normal course of data management;
- Employees should ensure that no personal correspondence appears to be an official communication of the Town; and
- Employees may not use the Town's address for transmitting or receiving personal mail or use the Town's e-mail address for transmitting or receiving personal e-messages.

Disclosure of Information – Employees must bear in mind that e-messages are not private and its source is clearly identifiable. E-messages may remain part of the Town's business records long after they are deleted. Electronic records, including e-messages, are public records subject to state Freedom of Information Law and will be disclosed upon request unless an exemption to disclose is found to apply. In general, e-messages are subject to discovery in civil lawsuits.

Reliability – Users should be aware that because the internet is a collection of computer networks with no single central authority over information consistency, data is subject to inaccuracies. The Town is not responsible for loss or damage to a user's data or for the reliability of information that is obtained via the Internet service. Also, this information must be used in accordance with applicable copyright laws.

Reporting of Violations – Anyone with information as to a violation of this policy is to report said information to the employee's Department Head. Once the employee's Department Head is informed of the violation, a formal process, consistent with this Employee Handbook and/or applicable law, will begin.

Use of Town Telephones/Cell Phones – Town-owned telephone and cell phone usage must adhere to the following guidelines:

- An employee must answer promptly and speak in a clear, friendly, and courteous tone.
- An employee must give the name of the department or office and one's own name. If the call is not for the employee who answers, the employee must transfer the caller to the correct party or take a message recording all pertinent information.
- If the call must be placed on hold, the employee who answered the call must return to the line frequently to confirm that the call is being transferred.
- During office hours, a Department Head or designee is responsible for there being at least one employee in the department or office to answer telephones. If the department or office has a limited staff, arrangements must be made with another department or office for telephone coverage or an answering device must be in operation.
- An employee may make personal telephone calls or use electronic devices only during breaks to check on family matters or in the event of an emergency; however, such calls should be limited in duration and frequency and must not interfere with the performance of the employee's job duties.
- An employee may not make or receive personal communications on a Town provided telephone or cell phone that will result in additional charges to the Town, except in an emergency and/or with prior approval from the Department Head. The employee must reimburse the Town for the cost of the call.

- The use of Town owned telephones and cell phones is monitored to ensure no excessive or inappropriate use occurs.
- The use of a cell phone while driving on Town business must be in compliance with all applicable laws.

Reporting of Violations – Anyone with information as to a violation of this policy is to report said information to the employee’s Department Head. Once the employee’s Department Head is informed of the violation, a formal process, consistent with this Employee Handbook and/or applicable law, will begin. The Town prohibits the taking of any action against any employee for reporting a possible deviation from, or violation of, this Policy, or for cooperating in an investigation of same.

Disciplinary Action – Any employee who violates this policy will be subject to disciplinary action up to and including termination of employment.

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414 Use of Social Media

Policy Statement – The Town of Niskayuna acknowledges the growing popularity of social media as a means for sharing experiences, ideas, and opinions. However, the Town also strives to protect itself, its employees, and third parties such as residents, affiliates, vendors, and business partners from the improper or unlawful use of social media.

For purposes of this policy, “Social Media” refers to any websites or mobile device applications that allow users to create, post, upload, comment on, interact with, or share content with other users (including the user’s own network, networks of other users, or members of the public). Examples of Social Media include: social and professional networking websites (Facebook, LinkedIn), blogs (Twitter, industry blogs), video and image sharing websites (YouTube, TikTok, Pinterest, Snapchat), location-sharing websites (foursquare), consumer review websites (Yelp, TripAdvisor), virtual worlds (Second Life), and social bookmarking websites (Reddit). The lack of reference to a specific Social Media website in this policy does not limit the extent or application of this policy.

Applicability – This policy applies to all employees of the Town during both working and non-working hours, regardless of whether the employee is using the Town’s or the employee’s computer, network, internet access, equipment, or technology, or uses the social media anonymously, with a pseudonym, or causes another to use it on the employee’s behalf. Employees must understand that the Town’s other employee relations policies – including anti-harassment, equal employment opportunity, anti-workplace violence, confidentiality, and code of ethics – apply to online conduct, including use of Social Media.

This policy is not intended to prohibit any employee’s personal expression in general or through social media activity in particular; however, because such activity can adversely affect the efficiency and effectiveness of Town operations, as well as undermine public trust and confidence, a certain level of regulation is necessary and appropriate. This policy therefore attempts to strike a reasonable balance between the employee’s interest in engaging in social media activity and the Town’s interest in preventing unnecessary disruption to or interference with its operations and relationships with the public it serves.

Nothing in this Social Media policy is intended to prohibit employees from complying with or exercising their rights under any applicable federal, state, or local law, or from communicating about wages, hours, or other terms and conditions of their or their co-workers’ employment. If you have any questions about this policy or its applicability, please contact the Office of the Town Attorney.

Guidelines – As a Town employee, you have access to confidential information about the Town and its customers, vendors, affiliates, or business partners. The Town trusts and expects you to keep this information confidential; you may not disclose it on Social Media.

Employees who choose to use Social Media must adhere to the following guidelines:

- Do not engage in behavior or contribute content that could be considered an act or threat of violence, bullying, or unlawful discrimination or harassment.
- Employees may not contribute content in the name of the Town, on behalf of the Town, or in a manner that could reasonably be attributed to the Town on social media (e.g., use of the Town seal) without prior written authorization from the Town Supervisor.
- Except as otherwise authorized in advance by the Town, if an employee’s status as an employee of the Town is disclosed, revealed, or otherwise made apparent in connection

with the employee's social media activity, the social media activity should include a prominently displayed disclaimer to the effect that the activity reflects only the employee's personal views or opinions and not those of the Town; provided, however, that no disclaimer will shield an employee from the imposition of appropriate corrective and/or disciplinary action for social media activity which otherwise violates this policy.

- Do not contribute or disclose any content or information about or related to the Town, its employees, customers, vendors, affiliates or business partners *that you know to be false*.
- Do not contribute content that could identify Town customers, vendors, affiliates, or business partners without prior consent from the Town.
- Do not use your Town email address to register for Social Media, unless it is for an official purpose.
- Do not allow Social Media use to interfere with your work commitments, performance, or productivity.
- Employees should not use social media to speak to the media *on the Town's behalf* without prior approval from the Office of the Town Attorney. All media inquiries should be directed to the Town Attorney.
- Except as otherwise authorized in advance by the Town Supervisor, no employee, whether for purposes of engaging in social media activity or otherwise, may post or upload any information, audio recordings, video recordings, photographs/images, etc. from Town computers or equipment.
- Requests for employment verification, references, or recommendations from current or former Town employees through Social Media, such as LinkedIn, should be referred to the Town Comptroller's Department.
- All employees are strictly prohibited from accessing Social Media sites from Town-owned computers or communication systems. The only exception to this rule is when the use is directly pertinent to Town business.

Town employees and officials operating personal social media sites that focus on topics relating to the functioning or operations of Town government are encouraged, but not required, to include a disclaimer such as: "The operation and administration of this site are my own and do not represent the views, positions or opinions of the Town of Niskayuna".

Reporting of Violations – Anyone with information as to a violation of this policy is to report said information to the employee's Department Head. Once the Department Head is informed of the violation, a formal process, consistent with this Employee Handbook and/or applicable law, will begin. The Town prohibits the taking of any action against any employee for reporting a possible deviation from, or violation of, this Policy, or for cooperating in an investigation of same.

Disciplinary Action – Any employee who violates this policy will be subject to disciplinary action up to and including termination of employment.

415 **Personal Appearance**

Policy Statement – It is the policy of the Town that each employee's dress, grooming and personal hygiene should be appropriate to the work situation and is not disruptive to co-workers or the public.

Standards – An employee must maintain a personal appearance in a manner that reflects a good image to the public. Acceptable personal appearance is an ongoing requirement of employment with the Town. Employees should wear clothing that is appropriate for the particular work environment. Department Heads will determine and enforce what is appropriate in each department.

Safety Clothing and Equipment – An employee may be required to wear safety clothing and equipment as directed by the Department Head and/or as provided in a collective bargaining agreement. If such is the case, the employee must comply with all safety requirements. The Town will provide employees with these items, which shall remain the property of the Town, and as such must be returned to the Town upon separation of employment.

Uniforms / Standardized Clothing – An employee may be required to wear uniform or standardized clothing as directed by the Department Head and/or as provided in a collective bargaining agreement. If such is the case, the employee must comply with all requirements. Attire should conform to the dress code for the duties being performed. In the event the Town provides these items, they shall remain the property of the Town, and as such must be returned to the Town upon separation of employment. All necessary uniforms and equipment for members of the Police Administration shall be paid for by the Town of Niskayuna including the cost of cleaning, laundering, repairing, and maintenance.

Clothing Stipend – The Town shall provide certain non-union employees, as designated by the Town Supervisor, with an annual \$400.00 clothing stipend on January 1 to be used within the calendar year solely for the purchase of clothing (inscribed with the Town's insignia) and safety shoes.

416 **Solicitations/Distributions**

Policy Statement – It is the policy of the Town to prohibit solicitation and distribution on its premises by non-employees and to permit solicitation and distribution by employees only as outlined below.

During Working Hours – An employee may not distribute literature or solicit other employees during working hours.

During Meal and Rest Breaks – With permission from the Department Head, an employee may distribute literature and solicit other employees during meal and rest breaks provided it does not interfere with the normal operations of the department, reduce employee efficiency, annoy fellow employees, or pose a threat to the Town's security.

417 Disclosure of Information

Policy Statement – The Town of Niskayuna promotes open government and complies with all requirements regarding public access to information. However, the Town recognizes that certain documents, records, and other information pertaining to Town operations and activities contain sensitive and confidential information about Town residents and others who do business with or on behalf of the Town and/or its residents. Such information cannot be photocopied, duplicated, discussed, or otherwise disclosed to any outside party except in accordance with the Freedom of Information Law or any other applicable laws and regulations. An employee is also prohibited from sharing or otherwise disclosing such information with other Town employees, family members or friends who do not have a Town business reason to have such information. This includes posting of such information in any public forum (computer or otherwise) or on computer social networking sites (Facebook, etc.).

Responsibility for Security of Confidential Information – Elected Officials, Department Heads and employees are responsible for maintaining the security of documents, records and other information that fall within their department operations. Any request from outside parties for disclosure of information under the Freedom of Information Law or any other applicable laws or regulations must be submitted to the Town Clerk.

Employee Personal Information – An employee should never provide a caller or visitor with confidential information regarding employees, including home addresses and personal telephone numbers. An employee should take the person's name and telephone number and inform the caller/visitor that a message will be forwarded to the employee.

418 Visitors

Policy Statement – It is the policy of the Town not to allow personal visitors during working hours, except for emergency situations. Visitors are allowed for brief visits during an employee's meal break as long as such visit does not interfere with Town operations or interrupt other employees who are still working.

419 Purchasing / Credit Cards

Policy Statement – The Town has established an official procurement policy and a credit card policy that must be followed without exception. No employee shall make purchases for the Town, or use the Town's name to make purchases, or use a Town credit card, unless so authorized by the Town Board and in adherence to the procedures set forth in these policies.

419 **Maintenance of Work Area**

Policy Statement – It is the policy of the Town that work areas must be kept safe, clean and orderly at all times.

Employee Responsibility – Employees are responsible for maintaining their work area in a safe and orderly fashion. As such, each employee should, at a minimum, do the following:

- Place coats, boots, umbrellas and other items of clothing in designated areas so that work areas are not unnecessarily cluttered;
- Consume food or beverages carefully so that work areas are kept free of food and related litter;
- Report any existing or potential workplace hazards and safety violations to the Department Head;
- Abide by the smoking policy as specified in this Employee Handbook;
- Clean and store all tools and equipment and properly store any items, papers or confidential information in a manner prescribed by the Department Head.

Supervisory Responsibility – Supervisors are responsible for having their employees maintain their work areas according to the requirements of this policy. Each supervisor should:

- Make sure that aisles, floors and walls are free from debris and other unnecessary items;
- Monitor the facilities and equipment and issue maintenance requests where appropriate;
- Arrange for the removal of any items from the workplace that are not needed for the flow of business or the enhancement of employee comfort;
- Abide by and enforce the Town's smoking policy;
- Ensure the proper disposal of all trash and waste.

420 Personal Property

Policy Statement – It is the policy of the Town to ask each employee to refrain from bringing unnecessary or inappropriate personal property to work. The Town recognizes that an employee may need to bring certain items to work. However, employees should take care to ensure that personal property brought to the workplace does not disrupt work or pose a safety risk to other employees.

Personal Liability – An employee is expected to exercise reasonable care to safeguard personal items brought to work. Except as otherwise provided by a collective bargaining agreement, the Town will not repair, replace, or reimburse an employee for the damage or loss of the employee's personal property. An employee bringing personal property to the workplace does so at one's own risk.

Storing Personal Belongings on Town Premises – An employee is prohibited from storing personal belongings such as motor vehicles, boats, trailers, televisions, computer equipment, etc. on Town premises. The Town reserves the right to have any such items removed at the owner's expense.

Security Inspections – Desks, lockers and other storage devices may be provided for the convenience of employees but remain the sole property of the Town. Accordingly, such storage devices, as well as any articles found within them, can be inspected by any agent or representative of the Town at any time, with or without notice. The inspection may or may not be made in the presence of the employee. The Town is not responsible for loss or damage to personal property placed in such storage devices.

421 Town Property

Employee Responsibility – An employee will be responsible for any item issued by the Town which is in the employee's possession and/or control, such as, but not limited to the following:

- Equipment, including Protective Equipment
- Identification Badges
- Keys and fobs
- Uniforms
- Communication Devices
- Laptop computers and peripherals
- Books or other Reference Materials, including this Employee Handbook

Return of Property – Except as otherwise provided by a collective bargaining agreement, all Town property must be returned to the Town before the employee's last day of work.

422 Unauthorized Work

Policy Statement – An employee may not perform work for any entity other than the Town during the employee's authorized work hours, or claim that Town work was done when such is not the case. Employees must devote their full scheduled shift to Town business, as assigned.

423 **Outside Employment**

Policy Statement – It is the policy of the Town that an employee may engage in outside work as long as such outside work does not interfere with the employee’s performance standards, pose an actual or potential conflict of interest, or compromise the interests of the Town.

Guidelines – The following guidelines have been established for an employee who engages in outside work.

- An employee will be judged by the same performance standards and will be subject to the Town’s scheduling demands, regardless of any existing outside work requirements.
- If the Town determines that an employee’s outside work interferes with the performance or the ability to meet the requirements of the Town as they are modified from time to time, the employee may be required to terminate the outside employment if the employee wishes to remain employed by the Town.
- No Town equipment, supplies, or other material may be used by an employee for purposes other than Town work.
- Outside employment that constitutes a conflict of interest is prohibited. An employee may not receive any income or material gain from any entity outside of the Town for materials produced or services rendered while performing the employee’s Town job.
- An employee may not solicit a resident or any other business contact to offer services, materials or products based upon a relationship established while working for the Town.
- An employee may not work on outside employment during any period which the employee is regularly scheduled to work for and is paid by the Town.
- A Town employee who engages in outside work must notify the person for whom the work is being performed that such work is being done on the employee’s own time and that the employee is not representing the Town while performing such work.

Employee Responsibility – A Town employee who wishes to engage in outside work is responsible for ensuring that the above guidelines are maintained. Questions should be directed to the Department Head.

Union Employees – In addition to the above guidelines, an employee who is a member of a collective bargaining unit may be subject to rules and/or guidelines regarding outside employment as set forth in the collective bargaining agreement or rules of the department to which the employee is assigned.

500 ABSENCE POLICIES

501 Attendance

Except as otherwise provided by a collective bargaining agreement, the following procedure shall apply regarding absence from work:

Tardiness – An employee must be ready and able to work at the time the employee is scheduled to begin work. In the event an employee is unable to report to work at the scheduled time, the employee must notify the employee's Department Head at least thirty minutes before the employee's scheduled starting time or as soon thereafter as possible. The reason for the tardiness and the expected time of arrival must be indicated to the Department Head.

Daily Notification – In the event an employee is unable to report to work, the employee must notify the employee's Department Head each day of the absence and state the reason for the absence. In the event the absence was pre-authorized, this requirement will be adjusted according to circumstances.

Scheduled Absences – Requests for scheduled time off, such as the use of vacation leave and personal leave, must be approved by the Department Head in advance. All requests for time off are subject to approval by the employee's Department Head on a case-by-case basis. Refer to Section 702, Vacation Leave, and Section 704, Personal Leave, for further details.

Unscheduled Absences – An employee who is unable to report to work must personally contact the employee's Department Head at least fifteen minutes before the employee's scheduled starting time or as soon thereafter as possible. The employee must speak directly with the Department Head or their designee, indicating the reason for the absence and when the employee expects to return to work. Leaving a message on an answering device is permitted if the Department Head authorizes the use of an answering device for this purpose or design. Notification requirements may be waived by the Town Supervisor in cases of emergency.

Unexcused Absences – Notification of an absence to an employee's Department Head does not automatically mean the absence is authorized. Any time off from work that is without approval of an employee's Department Head is considered an unexcused absence. An unexcused absence is without pay and may result in disciplinary action, up to and including termination.

Early Departure – In the event an employee must leave work during the workday, the employee must receive permission from the employee's Department Head prior to leaving.

Leaving the Premises – An employee must obtain prior approval from the employee's Department Head to leave an assigned worksite during working hours due to a non-work related reason. An employee who leaves an assigned worksite during the workday due to business reasons must notify the employee's supervisor in accordance with department policy.

Documentation of Absences – An employee may be required to provide appropriate documentation in justification of any absence. Documentation may include medical verification. The Town reserves the right to require an examination by an independent medical examiner at Town expense prior to any employees return to work.

502 **Jury Duty Leave**

Jury Leave – In the event a full-time or part-time employee is required to perform jury duty on a day the employee is scheduled to work, the employee will receive paid jury duty leave. Such leave will not be subtracted from any of the employee's leave credits. An employee is obligated to notify the Commissioner of Jurors that the Town is paying the employee's full pay during jury duty. If the employee receives a jury stipend from the courts, such amount must be reimbursed to the Town. An employee can collect and keep any mileage or parking expense reimbursement that may be issued by the court system for performing jury duty.

The Town shall pay a temporary or seasonal employee \$40 of the employee's wages for each of the first three days the employee serves jury duty if on those days the employee is scheduled to work for the Town. After the first three days, the employee may be eligible for a stipend issued by the court system if the employee continues to serve on jury duty.

Notification of Jury Duty – When an employee receives notice to report for jury duty, the employee must immediately submit a copy of the notice to the employee's Department Head.

Return to Duty – In the event the employee is released from jury duty on a given day and there are two or more hours remaining in the employee's scheduled workday, the employee must report to work. The employee will be allotted time to return home and prepare for work.

Accrual of Benefits – The Town will continue to provide health insurance benefits for an eligible employee during the jury leave. Vacation leave, sick leave and holiday benefits will continue to accrue during jury duty leave.

503 **Military Leave and Military Leave of Absence**

Military Leave (New York State Law) – This section refers only to a paid leave for military service under New York State Law and does not affect an employee's entitlement to leave needed for military service under federal statute. The Town of Niskayuna recognizes the importance of the Military Reserve and National Guard, and will permit any employee the use of military leave to perform ordered military duty or required training. The Town will grant such leave with pay for up to twenty-two workdays or thirty calendar days in a calendar year, whichever is greater. Such military leave beyond the twenty-two workdays or thirty calendar days in a calendar year will be unpaid, however accumulated vacation leave may, at the employee's option, be used at any time during the leave. In accordance with applicable New York State law, the employee may keep all pay received for military service.

Military Leave of Absence (Federal Law) – An unpaid leave of absence for a period of up to the federal statutory limits will be granted to an employee to serve in any of the Armed Forces of the United States. The employee's accumulated vacation leave may, at the employee's option, be used at any time during such leave of absence.

Leave For Military Spouses (New York State Law) – In accordance with NYS Labor Law §202-i, the Town will grant an unpaid leave of absence of up to ten days to an employee (who works an average of twenty hours per week) whose spouse is a member of the armed forces of the United States, National Guard, or reserves who has been deployed during a period of military conflict, to a combat theater or combat zone of operations. This leave shall only be used when the employee's spouse is on leave from such deployment. This does not preclude the employee's option to use available paid leave upon approval of the employee's Department Head.

504 **Leave for Cancer Screening**

Policy Statement – The Town of Niskayuna complies with New York State Civil Service Law §159-b which entitles all Town employees to paid leave to undertake screening for cancer. This leave will not be charged against any available sick, vacation, personal, compensatory, or other leave accruals. This does not preclude an employee’s option to use other available paid leave for this same purpose.

Allowance – An employee will be allowed four hours of paid leave per year for the purpose of undergoing a screening procedure for cancer. Such paid leave will be accrued as of January 1 each year. If the employee does not exercise his/her rights to the leave, those hours are not carried forward to the next year. The allowed leave time may include the travel time to and from the appointment and any subsequent follow up consultation visits. In addition, the allowed leave may be staggered throughout the year until the maximum allowance has been reached.

Scheduling – An employee must receive prior approval from the employee’s Department Head to take leave for this purpose. The request for leave should be submitted to the Department Head in writing a minimum of two days in advance. The Department Head will have total discretion in the approval of this leave, but will not unreasonably deny such request.

Documentation Requirements – If an employee applies for paid leave for a cancer screening procedure under this policy, documentation must be provided to the Department Head from the health care provider verifying that the absence from the workplace was for cancer screening. If an employee uses any other available leave for a cancer screening procedure, the provisions of the applicable leave policy (e.g. sick, personal, vacation, compensatory) will apply; there is no requirement in such a case to provide specific documentation regarding cancer screening.

505 **Leave for Blood and/or Bone Marrow Donations**

Policy Statement – The Town of Niskayuna complies with New York State Labor Law §§202-a and 202-j which entitle Town employees who work an average of twenty hours or more per week to time off from work to donate blood and/or to undergo a medical procedure to donate bone marrow. This leave of absence will not be charged against any available sick, vacation, personal, compensatory or other leave accruals. The leave allowed under this policy is unpaid, however, this does not preclude an employee’s option to use available paid leave for these purposes.

Blood Donation Allowance – An employee may take unpaid leave of up to three hours per year under this policy. Such leave will be accrued as of January 1 each year. If the employee does not exercise his/her rights to this leave, those hours are not carried forward to the next year. The allowed leave may include the travel time to and from the appointment. The Town may require the employee to provide proof of blood donation.

Bone Marrow Donation Allowance – An employee may take unpaid leave in order to donate bone marrow as well as to recover from the procedure and for resulting medical care. The employee’s physician will determine the amount of leave required by the employee. However, the leave may not exceed 24 work hours unless additional leave is agreed to by the Town. There is no limitation on how frequently an employee may take such leave. The Town may require the employee to provide proof of bone marrow donation.

Scheduling – An employee must receive prior approval from the employee’s Department Head to take leave for this purpose. The request for leave should be submitted to the Department Head in writing a minimum of two days in advance. The Department Head will have total discretion in the approval of this leave, but will not unreasonably deny such request.

Union Employees – An employee who is a member of a collective bargaining unit should refer to the applicable collective bargaining agreement to determine if additional provisions apply.

506 **Time Off To Vote**

Policy Statement – The Town encourages employees to fulfill their civic responsibilities by participating in elections. Generally, employees are able to find time to vote either before or after their regular work schedule. Arrangements can be made to allow as much working time off as will enable voting during the workday, without loss of pay.

Procedures – An employee is required provide notification as to the need for working time off to vote and must request this time off from their Department Head at least two working days prior to the Election Day. Advance notice is required so that the necessary time off can be scheduled in a manner which causes the least disruption to departmental operations. This time off shall be allowed either at the beginning or end of the employee’s work schedule, as determined by the Department Head.

507 **Bereavement Leave**

Eligibility – In the event of a death of a full-time employee’s immediate family member, the employee may take a paid leave for up to five consecutive days from the employee’s regularly scheduled work taken within a month of the death. Such leave will not be subtracted from any of the employee’s leave credits. A part-time, temporary, or seasonal employee is not eligible for paid bereavement leave but may be allowed to take time-off without pay provided the employee has prior approval from the Department Head.

Definition of both Employee and Their Spouse’s Immediate Family – For purpose of bereavement leave, “immediate family member” will mean the following:

- Spouse
- Parent
- Grandparent
- Step Relationship parallel to those listed
- Child
- Sibling
- Grandchild
- Live-in relative
- The employee's same-sex committed partner* or the child, parent or other relative (categorized above) of the committed partner

**Defined under NYS Civil Rights Law §79-n, same-sex committed partners are those who are financially and emotionally interdependent in a manner commonly presumed of spouses*

Extended Bereavement Leave – With authorization from the employee’s Department Head, an employee may use vacation leave credits and/or personal leave credits to extend a bereavement leave. The Department Head will have total discretion in the approval of an employee’s extended bereavement leave, based upon the needs of the department.

Funeral Leave – In addition to the bereavement leave for an employee and their spouse's immediate family, a Department Head may grant an employee up to one full day from the employee's regularly scheduled work for the death of an aunt or uncle. Such leave time will not be subtracted from the employee's leave credits.

Funeral Leave (Town of Niskayuna Co-Worker) – A Department Head may grant an employee up to 1/2 day from the employee's regularly scheduled work to attend the funeral of a Town of Niskayuna co-worker, active or retired, subject to limitations necessary to maintain departmental operations. Such leave will not be subtracted from the employee's leave credits.

Union Employees – An employee who is a member of a collective bargaining unit is not covered by the Bereavement Leave provisions set forth above and should refer to the applicable collective bargaining agreement.

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508 **Family and Medical Leave Policy**

Statement of Compliance – The Town of Niskayuna complies with the provisions of the Family and Medical Leave Act (FMLA) and Civil Service Law when administering leaves under this policy.

Summary – FMLA entitles an eligible employee to a maximum of twelve workweeks (defined by the employee's normal workweek) of job-protected, unpaid leave in any twelve month period for certain family and medical reasons. The twelve-month period is calculated as the twelve month period measured forward from the date of the employee's first FMLA leave usage. The FMLA also provides an eligible employee with up to twenty-six weeks of *Military Caregiver Leave* to care for a covered service member (limited to a single twelve-month period). At the conclusion of a leave of absence under the FMLA, the employee will be restored to the position the employee held when the leave began or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment, provided the employee returns to work immediately following such leave.

Eligibility – To be eligible for an unpaid leave under FMLA, an employee must meet the following requirements:

- The employee must have worked for the Town for at least twelve months as of the first date of requested leave (these need not be consecutive);
- The employee must have worked for the Town for at least 1,250 hours during the previous twelve months prior to the date the leave commences; and
- The employee must work at or report to a worksite which has fifty or more employees or is within seventy-five miles of worksites that taken together have a total of fifty or more employees.
- Spouses who both work for the Town are allowed a combined maximum of twelve workweeks of leave for the birth or care of a newborn child, adoption or foster care of a child and to care for such newly placed child, or the serious health condition of a parent, during any twelve month period.

Types of FMLA Leave – Eligible employees will be afforded up to twelve workweeks of unpaid leave under **FMLA** under the following circumstances:

- Upon the birth of the employee's child and to care for the newborn child;
- Upon the placement of a child with the employee for adoption or foster care and to care for the newly placed child;
- To care for the employee's spouse, son, daughter or parent who has a serious health condition;
- Because of the employee's own serious health condition which makes the employee unable to perform one or more of the essential functions of his or her job; and
- Because of any qualifying exigency (refer to Qualifying Exigency Leave below) arising out of the fact that the employee's spouse, son, daughter or parent is on active duty or has been notified of an impending call or order to active duty in the Armed Forces in support of a contingency operation.

Military Caregiver Leave – Eligible employees will be afforded up to twenty-six weeks of leave to care for the employee’s spouse, son, daughter, parent, or nearest blood relative who is a recovering service member. A recovering service member is defined as a member of the Armed Forces who suffered an injury or illness while on active-duty that may render the person unable to perform the duties of the member’s office, grade, rank or rating. This leave shall only be available during a single twelve-month period. During this single twelve-month period, the employee shall be entitled to a combined total of twenty-six workweeks of caregiver leave described in this section and the **Types of FMLA Leave** section described above. Nothing in this paragraph shall be construed to limit the availability of FMLA leave provided under the **Types of FMLA Leave** section above. For the purposes of this type of leave, “nearest blood relative” shall include the following in order of priority: a relative who has been granted legal custody of the covered service member, brothers, sisters, grandparents, aunts, uncles and first cousins, or a specific blood relative who has been designated as a service member’s caregiver. When no such designation is made, and there are multiple family members with the same level of relationship to the covered service member, all such family members are considered to be next of kin and may take FMLA leave to provide care to the covered service member, either consecutively or simultaneously.

Qualifying Exigency Leave – Eligible employees who work for the Town may take up to 12 workweeks of unpaid, job-protected leave in a 12-month period for a “qualifying exigency” arising out of the foreign deployment of the employee’s spouse, son, daughter, or parent. FMLA leave for this purpose is called qualifying exigency leave. Qualifying exigencies may arise when the employee’s spouse, son, daughter, or parent who is a member of the Armed Forces (including the National Guard and Reserves) and who is on covered active duty or has been notified of an impending call or order to covered active duty. (Covered active duty is further defined in Department of Labor regulations.) For purposes of qualifying exigency leave, an employee’s son or daughter on covered active duty refers to a child of any age.

The Department of Labor has identified nine broad categories of qualifying exigencies. If the military member is on covered active duty, the employee may take FMLA leave for the following qualifying exigencies:

- Issues arising from the military member’s short notice deployment (i.e., deployment within seven or less days of notice). For a period of up to seven days from the day the military member receives notice of deployment, an employee may take qualifying exigency leave to address any issue that arises from the short-notice deployment.
- Attending military events and related activities, such as official ceremonies, programs, events and informational briefings, or family support or assistance programs sponsored by the military, military service organizations, or the American Red Cross that are related to the member’s deployment.
- Certain childcare and related activities arising from the military member’s covered active duty, including arranging for alternative childcare, providing childcare on a non-routine, urgent, immediate need basis, enrolling in or transferring a child to a new school or day care facility. Note: The employee taking FMLA qualifying exigency leave does not need to be related to the military member’s child. However, (1) the military member must be the parent, spouse, son or daughter of the employee taking FMLA leave, and (2) the child must be the child of the military member (including a child to whom the military member stands in loco parentis).

- Certain activities arising from the military member's covered active duty related to care of the military member's parent who is incapable of self-care, such as arranging for alternative care, providing care on a non-routine, urgent, immediate need basis, admitting or transferring a parent to a new care facility, and attending certain meetings with staff at a care facility, such as meetings with hospice or social service providers. Note: The employee taking FMLA qualifying exigency leave does not need to be related to the military member's parent. However, (1) the military member must be the parent, spouse, son or daughter of the employee taking FMLA leave, and (2) the parent must be the parent of the military member (including an individual who stood in loco parentis to the military member when the member was a child).
- Making or updating financial and legal arrangements to address a military member's absence while on covered active duty, including preparing and executing financial and healthcare powers of attorney, enrolling in the Defense Enrollment Eligibility Reporting System (DEERS), or obtaining military identification cards.
- Attending counseling for the employee, the military member, or the child of the military member when the need for that counseling arises from the covered active duty of the military member and is provided by someone other than a health care provider.
- Taking up to 15 calendar days of leave to spend time with a military member who is on short-term, temporary Rest and Recuperation leave during deployment. The employee's leave for this reason must be taken while the military member is on Rest and Recuperation leave.
- Certain post-deployment activities within 90 days of the end of the military member's covered active duty, including attending arrival ceremonies, reintegration briefings and events, and other official ceremonies or programs sponsored by the military, and addressing issues arising from the death of a military member, including attending the funeral.
- Any other event that the employee and employer agree is a qualifying exigency.

Definitions – The following terms are fully defined in the Federal Regulations on the Family and Medical Leave Act, 29 CFR Part 825. For the purpose of this policy, the following definitions will apply:

- **Serious Health Condition** will mean an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility including any period of incapacity (as contained in the Federal Regulations), or any subsequent treatment in connection with such inpatient care; or continuing treatment by a health care provider, including, but not limited to:
 - * A period of incapacity of more than three consecutive, full calendar days and any subsequent treatment or period of incapacity that also involves continuing treatment by a health care provider;
 - * A period of incapacity due to pregnancy or prenatal care;
 - * A period of incapacity or treatment for such incapacity due to a chronic serious health condition. A "chronic serious health condition" requires periodic visits to a health care

provider for treatment. The term “periodic visit” constitutes 2 or more appointments with a health care provider over the course of one year;

- * A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective; or
 - * A period of absence to receive multiple treatments, including any period of recovery, by a health care provider, or by a provider of health care services under orders of or on referral by a health care provider, for restorative surgery after an accident or other injury or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.
- **Health Care Provider** will mean and refer to a doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State in which the doctor practices; or any other person defined in the FMLA regulations capable of providing health care services.
 - **Family Member** will mean and refer to:
 - * **Spouse** – means husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the State in which the marriage was entered into or, in the case of a marriage entered into outside of any State, if the marriage is valid in the place where entered into and could have been entered into in at least one State. This definition includes an individual in a same-sex or common law marriage that either: (1) was entered into in a State that recognizes such marriages; or (2) if entered into outside of any State, is valid in the place where entered into and could have been entered into in at least one State.
 - * **Parent** – biological parent or an individual who stands or stood in *loco parentis* to an employee when the employee was a child as defined in directly below. This term does not include an employee’s parents "in law".
 - * **Child** – biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in *loco parentis*, who is either under age eighteen, or age eighteen or older and "incapable of self-care (as defined in the Federal Regulations) because of a mental or physical disability". Persons who are "*in loco parentis*" include those with day-to-day responsibilities to care for and financially support a child or, in the case of an employee, who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.

Notification Requirements – If the need for leave is foreseeable, the employee must give notice to the Department Head at least thirty calendar days prior to the commencement date of the unpaid leave. This notice may be written or verbal, however, additional medical certification may be required for final approval of the absence as qualifying under the FMLA. The failure of an employee to give thirty days’ notice of foreseeable leave with no reasonable excuse for the delay may result in the delay of the employee taking the FMLA leave until thirty days from the date of notice. When the need for leave is unforeseeable, notification must be provided as soon as possible and practical.

Extension of Original Leave Request – In the event the employee needs to extend the duration of the leave beyond the time frame originally approved, the must submit a written request seeking approval for the extension.

Status Reports – The employee must periodically update the appropriate Department Head as to the employee's status and intent to return to work.

Medical Certification – The employee may be required to produce a medical certification issued by a health care provider which supports the need for a leave under this policy. The Town reserves the right to require an examination by an independent medical examiner at Town expense prior to any employees return to work. When required, the employee must provide a copy before the leave begins, or if the leave was unforeseeable, no later than fifteen calendar days from the date the certification was requested. Failure to submit medical certification may jeopardize the employee's eligibility for an unpaid leave of absence and/or the ability to return to work. Medical certification forms are available from the Comptroller's Office. The medical certification must include:

- The date the medical condition began;
- The probable duration of the medical condition;
- Pertinent medical facts; and,
- An assertion that the employee is unable to perform the employee's essential job functions or that the employee is needed to care for a family member for a specified period of time.

The Town of Niskayuna reserves the right to request a second opinion by another health care provider. The Town will pay for the second opinion. In the event a conflict occurs between the first and second opinion, the Town may, again at its own expense, obtain a third opinion from a health care provider approved jointly by the Town and the employee. This third opinion will be final and binding.

Leave for the Birth, Adoption or Foster Care Placement of a Child – Leave for the birth of a child or the placement of a child for adoption or foster care must conclude within twelve months from the date of the birth or placement.

Certification for Adoption/Foster Care – An employee must produce proper certification from the appropriate agency for an unpaid leave for the adoption or foster care of a child.

Employment Restrictions During Leave of Absence – While on an approved leave, the employee may not be employed by another employer during the same hours that the employee was normally scheduled to work for the Town of Niskayuna.

Benefits During a Leave of Absence – For the purpose of this policy, the following will apply:

- **Use of Accrued Paid Leave Credits** – An employee taking leave for the **birth, adoption or foster placement of a child, to care for a spouse, child or parent with a serious health condition or military caregiver leave** must use accumulated paid vacation leave, personal leave, or compensatory time prior to the onset of FMLA leave.

For leaves taken due to the **employee's own serious health condition**, the employee has the option of using up to ten days of accumulated paid leave credits (vacation, personal, sick, compensatory and) prior to the onset of FMLA leave. If the employee chooses this option, FMLA leave will begin after the employee's requested amount of paid leave credits are exhausted, thus extending the employee's leave of absence beyond the maximum twelve weeks required by the Family and Medical Leave Act. If the employee does not wish to use paid leave, or does not have any paid leave accumulated, the FMLA leave will begin upon the employee's qualifying event, providing that all eligibility requirements are met. Job reinstatement beyond the twelve weeks covered under the FMLA is not automatic and will be dependent upon job availability, in accordance with Civil Service Law Sections 71, 72 and 73, as applicable, and the *Rules for the Classified Service of Schenectady County*.

- **Accrual of Paid Leave Credits** – An employee will continue to accrue vacation and sick leave and receive holiday pay during the portion of the leave that is paid. **Paid leave is defined as leave during which the employee continues to use accumulated paid vacation, sick leave, or compensatory time.** After all such paid leave is exhausted, the remaining leave of absence is unpaid. An employee will not earn paid vacation or sick leave or receive holiday pay for any holidays that may occur during an unpaid leave of absence.
- **Medical Insurance** – During the period of authorized FMLA designated leave, an employee's eligibility status for medical insurance coverage will not change. (In the event the employee has accumulated paid leave credits that extend beyond the twelve workweek period, the employee should refer to Section 712 – Short Term Disability and Section 713– Workers Compensation regarding additional medical insurance coverage provisions.) All employee contributions (if any) must be paid on a timely basis in order to maintain the continuous coverage of benefits. Contributions will be at the same level as if the employee was working. Coverage will cease if payments are not made within a thirty-calendar day grace period of the due date. Premium payments or policy coverage are subject to change. In the event the employee fails to return to work after the designated period of FMLA leave has been exhausted, the employee may continue coverage with responsibility for payment of the full premium amount under COBRA (see Section 710) provisions. In addition, the Town may recover the premium that it paid for maintaining the coverage during any period of the unpaid leave except for the following circumstances:
 - * The continuation, recurrence, or onset of a serious health condition of the employee or the employee's eligible family member with proper medical certification; or,
 - * Circumstances beyond the employee's control, such as: parent chooses to stay home with a newborn child who has a serious health condition; employee's spouse is unexpectedly transferred to a job location more than 75 miles from the employee's work-site; the employee is laid off while on leave.

Workers' Compensation and Short-Term Disability Benefits – Leaves taken under the Workers' Compensation Law or the Town's Short-Term Disability Policy may invoke the FMLA if the employee meets the eligibility criteria outlined in the eligibility section and the Town designates such leave as FMLA leave and properly notifies the employee of such designation. In accordance with the FMLA, if an employee has elected to receive workers' compensation benefits or short-term disability benefits, the Town cannot require the employee to use paid leave credits during this period of leave, however, the employee may

choose to do so to supplement those benefits to equal but not exceed their normal rate of pay. If the workers' compensation leave or short-term disability leave has been properly designated as FMLA leave by the Town, it can be counted against the employee's FMLA leave.

In addition to leave provided under the Family and Medical Leave Act, employees may be eligible for a leave of absence pursuant to Civil Service Law Section 71. Section 71 provides that **covered** employees shall be entitled to a leave of absence for at least one cumulative year (unless found to be permanently disabled) when disabled due to an occupational injury or disease as defined in the Workers' Compensation Law. This leave runs concurrently with the designated Family and Medical Leave. Employees should consult with their Department Head for further details regarding this provision.

Return to Work – The following conditions for returning to work will apply:

- **Job Restoration** – At the conclusion of the leave of absence, (except for leaves beyond a one-year period) the employee, provided that the employee returns to work immediately following such leave, will be restored to the position the employee held when the leave began, or an equivalent position with equivalent benefits, pay and working conditions. For authorized leave of absences beyond the one-year period, job restoration will be dependent upon job availability, in accordance with Civil Service Law Sections 71, 72 and 73, as applicable, and the *Rules for the Classified Service of Schenectady County*.
- **Medical Statement** – Before resuming employment, an employee must submit a Return to Work statement that includes the job description provided by the Comptroller's Office endorsed by the employee's health care provider indicating that the employee is able to return to work without restrictions. The Town reserves the right to have the employee examined by a physician selected and paid for by the Town to determine the employee's fitness to return to work either with or without restrictions. Failure to return to work when required may be considered a voluntary termination.
- **Early Return** – An employee who intends to return to work earlier than anticipated must notify the Department Head at least five business days prior to the date the employee is able to return. The Department Head shall in turn notify the Town Supervisor.

509 **Unpaid Leave of Absence**

Policy Statement – Subject to the approval of the Town Supervisor, unpaid leaves of absence other than under the Family and Medical Leave Policy may be available to an employee for personal reasons including, but not limited to, family responsibilities and education.

Request for Unpaid Leave – The employee must submit a request and the reasons for the leave, in writing, to the Town Supervisor at least thirty calendar days prior to planned commencement of the requested leave. Shorter notification may be permitted in cases of emergency. The Town Supervisor has sole discretion in approving such leave.

Conditions of Leave – The Town Supervisor will specify the duration of an unpaid leave of absence and may impose such other terms, conditions and restrictions on the employee as deemed appropriate.

Continuation of Benefits – An employee on an approved unpaid leave of absence may continue to be eligible for medical insurance coverage in accordance with COBRA.

Disability benefits and accruals for leave benefits shall be suspended.

Return to Work – An employee who fails to return from an unpaid leave of absence at the scheduled expiration date without giving proper notice or receiving proper authorization shall be conclusively presumed to have voluntarily resigned from employment.

Change in Status – If the reason for the unpaid leave of absence changes, the employee must return to work.

600 COMPENSATION

601 *Wage and Salary*

Rate of Pay – An employee’s rate of pay will be in accordance with the salary schedule established by the Town Board.

Union Employees – An employee who is a member of a collective bargaining unit is not covered by the Wage and Salary provisions set forth above and should refer to the applicable collective bargaining agreement.

602 *Overtime / Compensatory Time / Flex-time*

Authorization – A Department Head or supervisor may require an employee to work additional hours beyond the employee’s normal workday and workweek. An employee must receive prior approval from the employee’s Department Head or supervisor before working additional hours.

FLSA Exempt Employees – In accordance with the FLSA, exempt employees will not be paid for overtime nor receive “compensatory time” for any hours worked in excess of the employee’s normal workday or workweek. Exempt employees may be granted “flex-time” in accordance with the policy set forth below.

FLSA Non-Exempt Employees – In accordance with the Fair Labor Standards Act, an FLSA non-exempt employee will accrue compensatory time at one and one-half hours for all authorized time worked over forty hours in a given workweek. An employee who normally works a thirty-five hour workweek will accrue compensatory time at one hour for the authorized time worked up to forty hours. All full-time hourly employees have the option of monetary compensation in lieu of accruing compensatory time. For the purposes of determining “time worked” under this section, use of personal, sick, or vacation leave time shall be counted as time worked.

Accumulation of Compensatory Time – An employee may accumulate up to two hundred and forty hours in compensatory time credits. In the event an employee accrues more than two hundred and forty hours in compensatory time credits, the employee must either use the excess compensatory leave credits within the pay-period in which it is earned or take paid overtime. An employee is encouraged to use all compensatory leave credits within a reasonable time period.

Calculation of Premium Compensatory Time (one and one-half hours earned for one hour worked) – Only time actually worked will be included in computation of premium compensatory time. Use of paid leave (e.g., personal leave, vacation leave, sick leave, compensatory time, holidays, etc.) will not be included as time worked for the purpose of computing premium compensatory time.

Termination from Employment – An employee whose employment with the Town is terminated will receive cash payment for unused compensatory credits to which the employee is properly entitled at the employee’s then current rate of pay.

Union Employees – An employee who is a member of a collective bargaining unit shall receive overtime compensation in accordance with the overtime provision of the applicable collective bargaining agreement and is also subject to the provisions of the FLSA.

FLEX-TIME POLICY FOR EXEMPT EMPLOYEES

The Town recognizes that exempt employees (see list below), by nature of their positions and in accordance with the Fair Labor Standards Act, are not entitled to receive overtime pay or compensatory time for time worked in excess of the regularly scheduled workweek, which may be a regular occurrence due to the position's responsibilities.

The Town also recognizes that exempt employees may need to attend a variety of Town Board and other special meetings, which are generally held outside the employee's normal workday.

Those employees who are required by their job to work beyond the normal workday or workweek shall be eligible to receive flex-time, calculated at a rate equal to one hour earned for every one hour spent attending to such requirements. The Town Supervisor, in his or her discretion, shall have the final say in determining whether or not a situation qualifies for the earning of flex-time under this policy. Pre-approved situations are listed by position in the table below.

Flex-time earned and used should be reported on the bi-weekly timesheets. Flex-time balances cannot exceed 40 hours. Flex-time will not be paid out in cash at the time of the employee's separation from employment.

In addition, those employees who are required by their job to respond to an emergency situation which occurs beyond the normal workday or workweek, shall be eligible to receive flex-time calculated at a rate equal to one hour earned for every one hour spent attending to such emergency situation. Travel time to and from the emergency site shall be included as time worked for purposes of this policy. Emergency work shall be defined as an unforeseen combination of circumstances or the resulting state that calls for immediate action by the employee. Emergency work shall not include work that is pre-scheduled or which is normally performed beyond the employee's workday or workweek (such as conferences, meetings, programs, scheduled maintenance work, or non-emergency services provided to members of the public.) The Town Supervisor, in his or her discretion, shall have the final say in determining whether or not an emergency situation qualifies for the earning of flex-time under this policy.

Any other work performed by exempt employees beyond the normal workday or workweek will not qualify for additional flex-time unless specifically approved by the Town Supervisor. It is generally recognized by the Town that such work is a requirement of the position for which such exempt employee occupies.

Flex-time must be used during the calendar year in which it is earned and cannot be carried into the following year, without exception. Any exempt employee wishing to claim and/or use earned flex-time in a block of more than three hours must complete the necessary authorization form and submit to the Town Supervisor for review and written approval. In no case will approval be granted if the exempt employee's department is not adequately staffed or if the work load does not permit.

Flex-time will not be paid out in cash at the time of the employee's separation from employment. Any flex-time not used at the time of separation shall be forfeited by the employee.

The positions listed below are FLSA exempt and the noted situations are considered pre-approved by the Town Supervisor and in accordance with the above Flex-time Policy.

Assessor	Finance Committee, Agenda Meeting, Town Board Meeting, Grievance hearings, Assessment Role
Comptroller	All Committee meetings, Agenda Meeting, Town Board Meeting, Budget hearings
Director of Community Programs	Highway, Parks and Recreation Committee, Finance Committee, Agenda Meeting, Town Board Meeting
Systems Administrator	All Committee meetings, Agenda Meeting, Town Board Meeting, IT Emergencies, Server & Network Upgrades
Town Planner	Economic Development, Environmental Conservation and Historic Preservation Committee, Agenda Meeting, Town Board Meeting, Planning Board, Zoning Board of Appeals, Conservation Advisory Committee Meeting, Comprehensive Plan Committee Meeting
Police Chief	Public Safety Committee, Agenda Meeting, Town Board Meeting
Deputy Police Chief	Public Safety Committee, Agenda Meeting, Town Board Meeting
Police Lieutenant	Public Safety Committee, Agenda Meeting, Town Board Meeting
Superintendent of Highways	Highway, Parks and Recreation Committee, Finance Committee, Agenda Meeting, Town Board Meeting, Weather and other emergencies
Deputy Superintendent of Highways	Highway, Parks and Recreation Committee, Finance Committee, Agenda Meeting, Town Board Meeting, Weather and other emergencies
Superintendent of Water and Sewer	Water, Sewer, and Engineering Committee, Highway, Parks and Recreation Committee, Economic Development, Environmental Conservation and Historic Preservation Committee, Finance Committee, Agenda Meeting, Town Board Meeting, Water and Sewer Emergencies
Deputy Superintendent of Water and Sewer	Water, Sewer, and Engineering Committee, Water and Sewer Emergencies
Senior Civil Engineer	Water, Sewer, and Engineering Committee, Water and Sewer Emergencies

Note: Flex-time for all scheduled community outreach events and activities will require pre-approval from the Town Supervisor.

603 Call-In Pay

Compensation – The call-in minimum for Work Crew Leaders in the Highway Department and the Dog Control Officer shall be the greater of either one hour, or the time actually worked. Compensation shall be monetary for the Dog Control Officer and Work Crew Leaders due to call-ins.

Union Employees – An employee who is a member of a collective bargaining unit is not covered by the Call-in Pay provisions set forth above and should refer to the applicable collective bargaining agreement.

604 Pay Period and Check Distribution

Payroll Period – Employees are typically paid on a bi-weekly basis.

Payday – Under normal circumstances, paychecks will be issued on a Friday. In the event the payday is a designated holiday, paychecks will be distributed on the previous workday.

Distribution – The Comptroller's Office is responsible for delivery of paychecks to the Department Heads for further distribution to employees.

Direct Deposit – The Town provides a direct deposit option for employees. If elected, the paycheck will be deposited directly into the employee's account at the designated financial institution. The employee must submit a signed, written authorization for direct deposit to the Comptroller's Office. The Town of Niskayuna will not be held liable for any charges incurred resulting from the issuance of checks in lieu of direct deposit.

Authorized Check Release – The Department Head will not release a paycheck to anyone other than the employee unless the employee has submitted a signed, written authorization with the Department Head.

605 Payroll Deductions

Statutory Deductions – The required portion of an employee's pay for federal and state taxes, and any other deduction required by law, will be deducted from the employee's paycheck. Such deductions will be noted on the paycheck.

Voluntary Deductions – Payroll deductions provided through the Town's payroll system will be made from an employee's paycheck when authorized by the employee. Such deductions will be noted on the paycheck.

606 Deferred Compensation Plan

Summary – The Town of Niskayuna has established a Deferred Compensation Plan whereby a portion of an employee's salary may be voluntarily withheld and invested. The money saved is paid out to the employee at a later date, generally during retirement years. A description of the plan may be obtained from the Comptroller's Office.

700 EMPLOYEE BENEFITS

701 *Holidays*

Designated Holidays – The Town of Niskayuna will observe the following holidays:

1. New Year's Day	8. Columbus Day
2. Martin Luther King Day	9. Veterans' Day
3. Presidents' Day	10. Thanksgiving Day
4. Memorial Day	11. Day after Thanksgiving
5. Juneteenth	12. Christmas "Eve" **
6. Independence Day	13. Christmas Day **
7. Labor Day	

** Celebrated on the prior Thursday when Christmas Eve is a Friday, on the prior Friday when Christmas Eve is a Saturday, and on the Tuesday following Christmas when Christmas falls on Monday.

Employees that work in departments, and whose primary work office is located in a Town designated maintenance facility (e.g. Highway Garage or Water & Sewer Maintenance Facility), that follow an alternate holiday schedule, shall follow the holiday schedule of that department. Employees in the title of Work Crew Leaders shall be compensated at double time for work performed on Christmas Day and New Year's Day.

Members of the Police Administration shall follow the above-listed holiday schedule. However, in certain cases and at the discretion of the Chief of Police, Police Administration may be scheduled to work on those days. In those circumstances, equivalent time off may be earned.

Eligibility – A full-time employee is eligible for holiday pay at the employee's regular rate of pay. A part-time, temporary, or seasonal employee is not eligible for holiday pay. (Part-time employees paid on a salary basis will receive their regular pay during a pay period in which a holiday occurs.) Holiday pay will be based upon the employee's scheduled hours on the day the holiday occurs.

Holiday Observance – In the event a designated holiday occurs on a Saturday, the holiday will be observed on the preceding Friday. In the event a designated holiday occurs on a Sunday, the holiday will be observed on the following Monday.

Holiday Pay Requirement – Unless otherwise authorized by the Town Supervisor, an FLSA non-exempt employee must work (or be on pre-approved leave) the employee's scheduled workday before and the employee's scheduled workday after a designated holiday in order to receive holiday pay.

Assigned to Work on a Holiday – A full-time FLSA non-exempt employee who is required to work on a designated holiday will receive holiday pay plus wages at one and one-half times the employee's regular rate of pay. A part-time, temporary, or seasonal employee who works on a designated holiday will be paid at the employee's regular rate of pay.

Union Employees – An employee who is a member of a collective bargaining unit is not covered by the Holidays provisions set forth above and should refer to the applicable collective bargaining agreement.

702 **Vacation Leave**

Eligibility – A full-time employee is eligible for paid vacation leave in accordance with this policy. A part-time, temporary, or seasonal employee is not eligible for paid vacation leave but may be allowed to take time-off without pay provided the employee has prior approval from the Department Head.

Allowance – Full-time employees, based on their last full time hired date, shall be entitled to vacation leave according to the following schedules (part-time Town employment is not credited to service for said computations). Vacation leave is based on the number of hours an employee is normally scheduled to work each week. An employee may take vacation leave only after it has been credited.

Employees Hired Prior to July 1 – A full-time employee hired prior to July 1 will receive five days of vacation leave credited on the six-month anniversary date. The following January 1, the employee will be credited with ten days of vacation leave. After that date, the employee will be credited with vacation leave each January 1 as follows:

Years of Service	Vacation Leave
One or two years after earning ten days	Ten days
Three years after earning ten days	Fifteen days
Five years after earning fifteen days	Twenty days
Five years after earning twenty days	Twenty-five days *

*An employee hired after July 21, 2015 is capped at twenty days.

Employees Hired After July 1 - A full-time employee hired after July 1 will receive five days of vacation leave credited on the six-month anniversary date. After one year of employment, the employee will receive an additional five days of vacation leave credited on the employee's one-year anniversary date. The following January 1, the employee will be credited with ten days of vacation leave. After that date, the employee will follow the schedule below.

On January 1 After Completion Of:	Vacation Leave
Fourth anniversary	Fifteen days
Ninth anniversary	Twenty days
Fourteenth Anniversary	Twenty-five days *

*An employee hired after July 21,2015 is capped at twenty days.

Police Administration – Members of the Police Administration, once appointed to a position in the Police Administration, shall be entitled to a pro-rated amount of vacation leave, but in no case shall more than twenty-five (25) days of vacation leave be accrued in the calendar year of appointment. As of the January 1 following such appointment, and each January 1 thereafter, members of the Police Administration shall be entitled to twenty-five (25) days of vacation leave.

Scheduling –An employee must receive prior approval from the employee's Department Head to take vacation leave. **Vacation leave credits may not be used in increments of less than a one-quarter (¼) hour. Vacation leave requests of one week or more must be submitted at least two weeks prior to the requested leave period.** The Department Head will have total discretion in the approval of vacation leave.

Carry-over – An employee may carry-over a maximum of thirty-five days of vacation leave credits from the prior calendar year. However, no more than thirty-five days of total vacation leave credits may be carried beyond June 30 of each year or the vacation leave credits in excess of thirty-five days will be forfeited.

Vacation Buy-Back – A full-time employee may receive cash payment for up to five days of unused vacation leave credit to which the employee is properly entitled at the employee's then current rate of pay. To be eligible for the vacation buy-back, the employee must have a minimum of twenty-five days of vacation leave credit as of April 30. The employee must submit the request on the proper form to the Comptroller by May 15. Only one buy-back will be allowed in a given year. Payment will be made in December based upon the employee's salary at time of the request.

Holiday During Scheduled Vacation – In the event a designated holiday occurs on an employee's normal workday and the employee is on paid vacation, the employee will receive holiday pay for the day and the employee's vacation leave credits will not be charged for that day.

Separation of Employment – An employee who resigns, retires or is laid off will receive cash payment for unused vacation leave credit to which the employee is properly entitled at the employee's then current rate of pay. To be eligible to receive this payment, an employee who is to resign or retire must give written notice at least two weeks in advance of the last day of employment. In the event an employee leaves employment due to disciplinary action, the employee will not receive a settlement for unused vacation leave. In cases of death of an employee, the Town will pay an employee's designated beneficiary for unused vacation leave credit up to a maximum of thirty-five days.

Union Employees – An employee who is a member of a collective bargaining unit is not covered by the Vacation Leave provisions set forth immediately above and should refer to the applicable collective bargaining agreement.

703 Sick Leave

Eligibility – A full-time employee is eligible for paid sick leave in accordance with this policy. A part-time, temporary, or seasonal employee is not eligible for paid sick leave.

Allowance – A full-time employee will be credited with one day of paid sick leave each month. The employee will be credited on the first day of the month after the sick leave has been earned provided the employee has worked, or was on paid leave, for at least twelve full days or more of regularly scheduled work days the previous month. The employee will not be credited while on an unpaid leave of absence. Sick leave is based on the average number of hours an employee is normally scheduled to work each week. Members of the Police Administration shall be entitled to unlimited sick leave.

Notification of Sick Leave – In the event an employee must take sick leave, the employee must notify the Department Head at least fifteen minutes before the employee's scheduled reporting time. The notification must be made personally to the Department Head, unless the Department Head authorizes the use of an answering device or e-mail for this purpose. Unless an extended sick leave absence has been authorized, the employee must notify the employee's Department Head each day of the absence. These procedures must be followed to receive paid sick leave.

Proper Use of Sick Leave – Sick leave is provided to protect an employee against financial hardship during an illness, injury, or medical procedure. An employee may use sick leave credits for a personal illness, injury, or medical procedure that inhibits the employee's work. Sick leave credits may not be used in increments of less than one quarter hour. An employee may take sick leave only after it has been credited.

Family Sick Leave – An employee may use up to five (5) days of sick leave credits annually for family illness or injury if the employee must provide direct care to an immediate family member. Such leave will be subtracted from the employee's accumulated sick leave credits. For purpose of family sick leave, "immediate family member" will mean the employee's parent, spouse or child, including step-child and foster child who is under the age of eighteen.

Accumulation – An employee may accumulate sick leave credits to a maximum of two hundred and forty-eight days. It is important to recognize that paid sick leave can provide income protection and continued medical insurance coverage in the event the employee is unable to work for a long period of time due to illness or injury. Therefore, each employee should take care to manage the use of sick leave to ensure adequate time is available should such a need arise.

Medical Verification – The Town may require medical verification of an employee's absence if the Town perceives the employee is abusing sick leave, or has used an excess amount of sick leave, or when an employee is absent for more than three consecutive workdays due to an illness or injury. The Town reserves the right to require an examination by an independent medical examiner at Town expense prior to any employees return to work. If an employee is on an authorized leave of absence, the provisions of the Family and Medical Leave Policy shall apply. An employee who is ill or disabled for more than seven consecutive calendar days shall be required to secure and submit a physician's release certifying fitness to return to work. This release must be submitted to the Comptroller's Office before the employee will be permitted to return to work.

Abuse of Sick Leave – An employee who, after investigation, is found to have abused the use of sick leave or falsifies supporting documentation, will be subject to disciplinary action.

Separation of Employment – An employee whose employment with the Town is terminated due to a resignation in good standing or lay-off will receive cash payment for fifty percent of unused sick leave up to a maximum of ten days. Upon retirement an employee shall be paid, based on his or her rate of pay at that time, for fifty percent (50%) of accumulated unused sick leave, up to a maximum accumulation of one hundred and eighty (180) days. In cases of the death of an employee, the Town will pay the employee's designated beneficiary for any unused sick leave, equal to fifty percent of the unused sick leave, up to a maximum of one hundred and twenty (120) days. An employee whose employment with the Town is terminated due to disciplinary discharge will not receive cash payment for unused sick leave. Members of the Police Administration are not entitled to this benefit.

Sick Leave Voluntary Donation Plan – A sick leave voluntary donation plan will be established to provide additional sick leave credits to non-represented employees who have exhausted their leave accruals because of serious illness or disability. The plan will enable eligible employees in need to solicit sick days from other non-represented employees. Sick leave received under this plan shall not be eligible to be used to care for the employee's spouse, parent or an employee's child.

The Town Supervisor or designee, and the Comptroller or designee (hereinafter known as the Committee) shall administer the plan. The Committee will require an employee who wishes to receive donations to submit a note from a physician which states the expected length of the disability. The Committee will send a solicitation to all non-represented on behalf of the disabled employee. Contributions to the plan shall be made in writing and signed by the employee on a form provided by the Committee.

To be eligible, an employee must have been employed for two years and have a minimum of twenty (20) days of accrued sick leave prior to the onset of the serious illness or disability.

All donations shall be in whole days. During each solicitation, employees will be allowed to donate multiple sick days, but must maintain a balance of at least twenty (20) days of accrued sick leave. If the disabled employee is unable to return prior to the exhaustion of the donated time, additional solicitations may be made on their behalf.

Any sick days donated but not used by an employee shall be returned to the donor(s) on a pro-rated basis.

The Committee may, in its sole discretion, modify the rules for the administration of the plan.

Union Employees – An employee who is a member of a collective bargaining unit is not covered by the Sick Leave provisions set forth immediately above, **except** for Proper Use of Sick Leave, Medical Verification, and Abuse of Sick Leave, and should refer to the applicable collective bargaining agreement.

704 **Personal Leave**

Eligibility – A full-time employee is eligible for paid personal leave in accordance with this policy. A part-time, temporary, or seasonal employee is not eligible for paid personal leave.

Allowance – A full-time employee hired prior to July 21, 2015 will be credited with five (5) days of paid personal leave on an annual basis. An employee hired after July 21, 2015 will be credited with three (3) days of paid personal leave on an annual basis. The employee will be credited on January 1 of each year. Personal leave is based on the average number of hours an employee is normally scheduled to work each week. An employee may take personal leave only after it has been credited.

New Employee – A new employee will be credited with a prorated amount of personal leave upon hire, based upon the amount of time remaining in the calendar year.

Proper Use of Personal Leave – In an effort to be respectful of personal privacy, the Town does not typically require an employee to provide a reason for their request for personal leave. However, in the event a request for personal leave presents a serious conflict with the needs of the Department, the Department Head can request the employee schedule an alternate time for personal leave, or if that is not possible, the employee may be required to provide an explanation for the request. Personal leave shall not be used in lieu of sick leave.

Scheduling – An employee's request for a day or less of personal leave shall be made as far in advance as possible and is subject to the approval of the Department Head. A request for personal leave of two or more consecutive workdays, or more than one personal day within a pay period, should be rare and must be approved in advance by the Town Supervisor.

Accumulation – An employee may not accumulate personal leave credits. Any personal leave credits remaining unused at close of business on the last day of the calendar year will be converted to sick leave credits.

Separation of Employment – An employee whose employment with the Town is terminated for any reason, including retirement, will have their personal leave credits added to their sick leave credits and will receive cash payment based upon sick leave eligibility.

Union Employees – An employee who is a member of a collective bargaining unit is not covered by the Personal Leave provisions set forth immediately above, **except** for Proper Use of Personal Leave and Scheduling, and should refer to the applicable collective bargaining agreement.

705 **Disclosure of Insurance Benefits**

Summary – The following is a brief description of the insurance benefits currently offered by the Town to eligible employees. Eligibility for benefits is dependent upon a variety of factors, including employment classification and length of service. The description of the benefits provided is only an overview. The plan documents or specific government regulation provide a full description of the specific benefit.

Plan Administrator – The Town Comptroller serves as the Administrator of the Town's benefits plans. The Administrator is responsible for all communications and disclosures concerning Town benefits and is available to answer questions concerning the written description of benefit plans.

Plan Documents – Benefits are administered according to applicable government regulation, benefit plan documents, insurance carrier master policy, or Town policy. Should there be a discrepancy between the information presented in this Employee Handbook and the benefit plan document, the Town Board has the discretionary authority to determine eligibility for benefits and to interpret the plan's terms. The Town Board is responsible for compliance with all applicable laws and regulations. The Town Board may, at its discretion, change carriers and/or offer alternative insurance plans for non-union employees. Changes in carriers and/or plans for union employees shall be in accordance with collective bargaining negotiations and/or procedures.

Changes in Benefits – Any benefit offered by the Town to non-union employees or Elected Officials is subject to change or discontinuance by resolution of the Town Board. Changes in benefits for union employees shall be in accordance with collective bargaining negotiations and/or procedures.

Waiver of Benefits – An employee who is eligible to participate in any of the available insurance plans but who elects not to participate must sign an appropriate waiver of enrollment form.

Enrollment Information – The Comptroller's Office will provide the employee with the enrollment forms and assist with the administrative and operational aspects of the various insurance plans as part of the hiring process. Enrollment in a benefit plan is not automatic. Employees must complete the appropriate enrollment forms, during open enrollment or within thirty days of a qualifying event, and applicable payroll deduction authorizations in order to receive benefits.

Changes in Status – Employees whose status changes from full-time to part-time are notified of the changes to their Town benefits. This notification contains all legally mandated information regarding applicable benefits, including COBRA health insurance continuation. An employee or eligible retiree, as defined in Section 708, must immediately notify the Comptroller's Office in the event that the employee or eligible retiree has a change in marital or family status that may affect coverage, such as marriage, divorce, legal separation, death of a spouse or dependent, acquiring or losing a dependent or a change of address. Failure to so notify the Comptroller's Office may result in the employee or eligible retiree being subject to corrective action, including, but not limited to, any costs incurred by the Town.

Beneficiary – Under some of the Town's benefit plans, each employee must designate a beneficiary for the employee's death benefits. This designation must be made in writing and on the appropriate form which can be obtained by contacting the Comptroller's Office.

706 **Medical Insurance**

Eligibility – The Town currently provides medical insurance coverage to each full-time employee, Elected Official, and as required by law along with their eligible family members. The Town has elected to offer its employees on a Town-wide basis a high deductible health insurance plan through CDPHP and to eliminate the previously offered HMO plans through CDPHP and MVP. As of January 1, 2017 there will be no new enrollments in the NYSHIP plan. A part-time, temporary, or seasonal employee is not eligible for medical insurance coverage. This coverage is limited to one policy per family when spouses and or dependents are eligible for coverage due to present or prior employment with the Town. This limitation on coverage also extends to the compensation for declining coverage.

When Coverage Begins – Coverage will begin on the employee's first day of employment, or for Elected Officials, the first day of office, provided all eligibility requirements of the insurance plan are met.

When Coverage Ends – Coverage ends on the last day of the month in which the employee separates from employment or the Elected Official ends elected service. Coverage may continue for such eligible employees and Elected Officials in accordance with COBRA regulations. Coverage will continue for eligible retirees in accordance with Town policy and plan documents.

Premium Payment (Full-Time Employees and Elected Officials) – The Town will pay the full premium for individual, two-person or family medical insurance coverage, as the case may be, for each eligible full-time employee who was hired prior to January 1, 1989. The Town will pay 90% of the premium for individual, two-person or family medical insurance coverage for those employees hired prior to January 1, 1995. Those hired or an Elected Official whose first term of office commenced on or after January 1, 1995, and who elect individual coverage pay 10% of the cost of coverage, and those who elect two-person or family coverage pay 10% of the cost of individual coverage plus 20% of the difference between the costs of two-person or family and individual coverage. Employees or Elected Officials will pay 20% of the full premium for individual, two-person or family medical insurance coverage for those employees hired on or after December 8, 2004 or Elected Officials whose first term of office commenced on or after December 8, 2004.

Notwithstanding the foregoing, an active non-union employee who elects to remain in the NYSHIP plan instead of the Town-wide CDPHP HDEPO plan will be responsible for the difference in premium costs between the CDPHP HDEPO plan and the NYSHIP plan.

Pre-Tax Insurance Premiums – An employee may elect to make a pre-tax contribution towards the health insurance premiums. If elected, deductions are taken from the employee's paycheck before federal, state, and social security taxes are calculated. This reduces the employee's taxable income and increases net take-home pay.

Changes in Premium Contributions – The amount of the insurance premium an employee or Elected Official is required to contribute is subject to change by resolution of the Town Board. The Town Board will provide a two-month written notice of such change.

Union Employees – An employee who is a member of a collective bargaining unit is not covered by the Medical Insurance provisions set forth immediately above and should refer to the applicable collective bargaining agreement.

707 **Medical Insurance Buy-out**

Eligibility – A full-time employee, retiree, or Elected Official who is eligible for medical insurance coverage made available through the Town may receive a cash buy-out in lieu of receiving medical insurance benefits. To be eligible for the medical insurance buy-out, the employee must provide documentation of comparable medical insurance coverage in a manner and form to be determined by the Town and sign an appropriate waiver of medical insurance coverage and waiver of liability to the Town. The medical insurance buyout is not applicable in a situation in which two past and/or present employees are married or in a family relationship that makes all eligible for coverage under the same medical insurance plan.

Amount of Buy-out – An employee, retiree, or Elected Official who is eligible for the medical insurance buy-out will receive an annual payment of forty percent (40%) of the applicable CDPHP HDEPO, or MVP Gold Anywhere insurance premium payable quarterly for the previous three month period based upon the qualifying family size, either one person, two-person, or family. However, the opt out payment to any employee/retiree who, on December 31, 2016, was opting out of the Town's health insurance plan shall be 40% of the applicable insurance premium, but said payment shall be no less than \$3,000 for individual, \$6,000 for two-person, and \$7,000 for family. If any such employee/retiree opts back into the Town's health insurance program and thereafter decides to opt back out, said employee/retiree shall be entitled to 40% of the applicable CDPHP HDEPO or MVP Gold Anywhere plan without the aforementioned minimum dollar payment.

Method and Form of Payment – Payment of the buy-out will be made at the end of the quarter for which the premium was due. This payment is in addition to the compensation and/or salary to which the employee is otherwise entitled, and will be treated as part of the employee's gross income and will be subject to the appropriate withholding for income and payroll tax purposes. Payments made to an employee under the provisions of this buy-out option are excluded from NYS Retirement System earnings calculations.

Reinstatement – In the event the employee loses coverage under the alternate insurance plan, the employee may resume coverage under a medical insurance plan made available through the Town. Coverage will become effective in accordance with the provisions specified in the plan documents, provided that the employee meets all eligibility requirements of the insurance plan. Upon reinstatement, the employee must refund the portion of the payment received for the period in which the Town will subsequently provide coverage for said employee.

Changes – This policy may be changed or eliminated at any time by resolution of the Town Board.

Union Employees – An employee who is a member of a collective bargaining unit is not covered by the Medical Insurance Buy-out provisions set forth immediately above and should refer to the applicable collective bargaining agreement.

708 **Medical Insurance for Retirees**

Coverage – The Town currently provides medical insurance coverage to an eligible full-time employee or Elected Official who retires from the Town. Coverage of a dependent at the time of divorce or legal separation is in accordance with plan documents and COBRA requirements.

Eligibility – To be eligible for coverage, the retiree must meet each of these requirements: 1) employee hired or an Elected Official whose first term of office commenced prior to June 29, 2005 must have 10 years of Town service in a benefit eligible position; 2) employee hired or an Elected Official whose first term of office commenced as of June 29, 2005 must have 15 years of Town service in a benefit eligible position; 3) employee or Elected Official must be at least 55 years of age to begin receiving this benefit – with the exception of a Police Chief, Deputy Police Chief, or Police Lieutenant who must be at least 40 years of age, and, 4) have been granted a retirement benefit from the New York State Employees' Retirement System (ERS) or Police and Fire Retirement System (PFRS). Notwithstanding the above, an employee who leaves employment due to disciplinary action is not eligible for medical insurance or prescription drug coverage for retirees. These eligibility requirements are subject to change by resolution of the Town Board.

Plan – The Town will make available the same medical insurance benefits offered to then current employees. The Town Board may, at its discretion, change the plans at any time, including, but not limited to, type of coverage, retiree contributions, and type of carrier. Coverage under a medical insurance plan made available through the Town will continue until the retiree or eligible spouse, as the case may be, meets the eligibility criteria for Medicare coverage, at which time primary coverage will be provided by Medicare. At that time, the retiree and eligible spouse may be required to change medical insurance plans in order to maintain supplemental coverage.

Premium Payment – The Town will pay the premium for individual, two-person or family medical insurance coverage, as the case may be, for each eligible retiree according to the co-payment arrangements in place at the time of retirement provided all eligibility requirements are met. An employee hired or an Elected Official whose first term of office commenced on or after December 8, 2004 shall only be eligible to continue individual coverage upon retirement consistent with the co-payment set forth for employees hired or Elected Officials whose first term of office commenced on or after December 8, 2004. An employee hired or an Elected Official whose first term of office commenced on or after December 8, 2004 who elects two-person or family coverage upon retirement shall be totally responsible for the difference in the full premium between individual and the two-person or family coverage.

A Police Chief, Deputy Police Chief, or Police Lieutenant hired before May 31, 2014, shall be eligible to continue either individual or two-person coverage upon retirement paying the same contribution rate as they were paying prior to retirement; should they wish to elect family coverage, they will be obligated to pay the full difference from the two-person coverage. A Police Chief, Deputy Police Chief, or Police Lieutenant hired on or after May 31, 2014, shall only be eligible to continue individual coverage upon retirement consistent with the co-payment set forth for these police administrators. A Police Chief, Deputy Police Chief, or Police Lieutenant hired on or after January 1, 2014, who elects two-person or family coverage upon retirement shall be totally responsible for the difference in the full premium between individual and the "two-person" or family coverage.

Changes in Premium Contributions – The amount of the insurance premium a retiree or retiree’s spouse is required to contribute is subject to change by resolution of the Town Board. The Town Board will provide a two-month written notice of such change.

Medicare Part B Reimbursement – The Town will reimburse an eligible retiree and the retiree’s spouse for the cost of the Medicare Part B premium. Such reimbursement will continue for the retiree’s spouse upon the death of the retiree as long as they elected to continue insurance coverage as a surviving spouse. Reimbursement will also cease for a spouse upon legal separation or divorce. The Town Board may, at its discretion and in accordance with plan documents, modify or eliminate this reimbursement for any retiree or retiree’s spouse.

Union Employees – An employee who is a member of a collective bargaining unit is not covered by the Medical Insurance for Retirees provisions set forth immediately above and should refer to the applicable collective bargaining agreement.

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709 **Dental and Vision Plan**

Eligibility – The Town currently offers a dental and a vision plan to each full-time employee and Elected Official. A part-time, temporary or seasonal employee is not eligible for this plan.

When Coverage Begins – Coverage will begin on the employee's first day of employment, or for Elected Officials, the first day of office, provided all eligibility requirements of the insurance plan are met.

Employee Premium Contribution – The Town will pay the full premium for an individual or family dental and vision plan for full-time employees hired prior to July 21, 2015 and Elected Officials whose first term of office commenced prior to July 21, 2015. Dental insurance has a cap of \$2,500.00 per employee and each covered dependent, per year, with no cap on Orthodontic expenses. Employees hired on or after July 21, 2015 and Elected Officials whose first term of office commenced prior to July 21, 2015 will pay 20% of the premium.

Those who decline dental, and/or vision coverage shall be compensated at the end of each quarter for forty percent of the premium paid by the Town for individual or family coverage, for that quarter.

Changes in Premium Contributions – The amount of the insurance premium an employee or Elected Official is required to contribute is subject to change by resolution of the Town Board. The Town Board will provide a two-month written notice of such change.

Union Employees – An employee who is a member of a collective bargaining unit is not covered by the Dental and Vision Plan provisions set forth immediately above and should refer to the applicable collective bargaining agreement.

710 **Continuation of Health Insurance Benefits (COBRA/NYS Continuation Coverage)**

Summary – The federal Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) offers “qualified beneficiaries” the right to continue existing health insurance coverage, completely at their own expense, under certain qualifying conditions. **All required premiums and administrative fees must be paid in a timely manner in order for coverage to continue.**

NYS Continuation Coverage – For purposes of this policy, references to COBRA will be considered to incorporate the requirements for “Continuation Coverage” set forth in NYS Insurance Law, which provides enhancements over and above the provisions of COBRA.

Eligibility – An individual is a “qualified beneficiary” if the individual is covered under a group health plan on the day before a qualifying event as either a covered employee or Elected Official, the spouse of a covered employee or Elected Official, or a dependent child of a covered employee or Elected Official. A child who is either born to or who is placed for adoption with the covered employee or Elected Official during a period of COBRA coverage is also a “qualified beneficiary” entitled to COBRA coverage.

Period of Coverage – COBRA coverage is in effect for a period of **up to thirty-six (36) months**, following any qualifying event. The COBRA requirements do not put any limit on the number of times a qualified beneficiary may be entitled to COBRA continuation coverage.

Qualifying Events – If a qualified beneficiary loses coverage under a group health plan as a result of a “qualifying event,” the qualified beneficiary is entitled by COBRA to the continuation of group health insurance coverage at the qualified beneficiary’s own expense. Any of the following circumstances are considered to be qualifying events:

- Termination of the covered employee’s (or Elected Official’s) employment for any reason except gross misconduct, or the covered employee’s loss of eligibility to participate due to reduced work hours.
- When a covered employee is on a leave of absence due to military service obligations.
- Death of a covered employee or Elected Official.
- Divorce or legal separation from a covered employee or Elected Official.
- A covered dependent ceases to be a “dependent child” under the health insurance plan.
- A covered dependent child’s loss of eligibility to participate in the insurance plan due to the covered employee or Elected Official becoming covered by Medicare as a result of total disability or choosing Medicare in place of the insurance plan at age sixty-five.

Change in Beneficiary Status – An employee or Elected Official must notify the Comptroller’s Office within sixty calendar days of a legal separation or divorce or when a dependent is no longer eligible for insurance due to the age limitations or educational status requirements established by the insurance plan. The Town will not be responsible for any loss of coverage resulting from failure by the employee or Elected Official to give notification of such an event.

Enrollment Information – The Comptroller’s Office will provide the employee or Elected Official with the enrollment forms and assist with the administrative and operational aspects of COBRA. **Enrollment is not automatic. The employee or Elected Official must complete the necessary enrollment forms and return all COBRA forms to the third-party administrator within the time indicated.** If the required forms or premium payments are not received at the time specified, medical insurance coverage will cease.

711 Section 125 Plan

Summary – The Town of Niskayuna offers eligible employees the opportunity to participate in a Town-sponsored Section 125 plan. The benefit of participating in the Section 125 plan is that an employee's contributions to the plan are deducted from the employee's paycheck before federal, state, and social security taxes are calculated. This reduces the employee's taxable income and increases net take-home pay. The options offered under this plan are shown below.

Eligibility – A full-time employee or Elected Official is eligible to participate in this plan. A part-time, temporary or seasonal employee may not participate in this plan.

Pre-Tax Insurance Premiums – An employee may elect to pay the employee portion of the medical insurance premiums with pre-tax dollars.

Flexible Spending Accounts – Employees who opt to participate in this plan must elect each December preceding the beginning of the plan year to have a pre-determined amount deducted from the employee's paycheck on a pre-tax basis each payroll period to be placed in a medical and/or dependent care flexible spending account (FSA). Money set aside in an employee's medical savings account may be used to cover certain health, dental, and vision care expenses that are not reimbursable through the employee's insurance plan(s). Money set aside in an employee's dependent care savings account may be used to cover eligible day care and nursery school expenses for covered dependents. To receive reimbursement from an employee's FSA account, a claim for reimbursement and proof that the expense was incurred must be submitted to Benetech. Further details regarding this plan may be obtained from the Comptroller’s Office.

712 **Short-Term Disability Benefits**

Eligibility – A full-time employee is currently provided with short-term disability coverage in accordance with this policy. An Elected Official or a part-time, temporary, or seasonal employee is not eligible for paid short-term disability coverage. This benefit is to supplement loss of time from work due to a qualified non-job related illness or injury.

Summary – The Town currently offers a short-term disability plan for non-job-related injuries or illnesses that meets the minimum requirements of New York State Disability Insurance. The insurance company makes the determination of whether an employee is eligible for short-term disability benefits. Disability payments will be in accordance with the terms of the policy. The duration of disability benefits is dependent upon a physician's certification and consistent with the terms of the policy. Benefits may continue up to a maximum of twenty-six weeks. An employee generally receives 50% of the employee's average weekly wages based on the previous eight weeks of employment, up to a maximum of \$170 per week. There is no coverage for medical care.

Waiting Period – There is a seven (7)-calendar day waiting period for which no benefits are paid. Benefits start on the eighth consecutive day of disability.

When Coverage Begins – Coverage will begin on the employee's first day of employment, provided the employee meets all eligibility requirements.

Disability Payments – Disability payments will be in accordance with the terms of the policy. The duration of disability benefits is dependent upon a physician's certification and consistent with the terms of the policy. There may be a waiting period before an employee can become eligible for disability payments. Full details regarding the policy currently in effect are available from Comptroller's Office.

Premium Payment – The Town will pay the full premium for short-term disability coverage for each eligible employee.

Reporting of Illness or Injury – The employee must submit a completed disability application (DB450) to the Comptroller's Office within thirty days of the start of the disability. Should an employee not be able to return to work on the scheduled return date, the employee shall submit a new completed disability application (DB450) to the Comptroller's Office within fifteen (15) days after that scheduled return to work date. The Disability application may be obtained from the employee's Department Head, the Comptroller's Office, or the Town of Niskayuna web site (www.niskayuna.org) by going to Town Departments / Comptroller / Employee Resources.

Use of Sick Leave Credits – An employee may draw from the employee's sick leave credits in conjunction with disability payments to equal, but not exceed, the employee's regular daily rate of pay.

Medical Insurance Coverage – The Town will continue medical insurance coverage for the employee in accordance with the provisions of the Family and Medical Leave Policy in this Employee Handbook.

Union Employees – An employee who is a member of a collective bargaining unit is not covered by the Short-Term Disability Benefits provision set forth immediately above, and should refer to the applicable collective bargaining agreement.

713 **Workers' Compensation Benefits**

Coverage – The Town will make available Workers' Compensation benefits, including payment of medical costs and replacement of lost wages up to the regulated maximum, to each eligible employee who suffers an accidental injury arising out of and in the course of employment, as determined by the Workers' Compensation Board. Eligibility for coverage is determined by applicable Workers' Compensation regulations.

When Coverage Begins – Coverage will begin on the employee's first day of employment, provided the employee meets all eligibility requirements.

Premium Payment – The Town will pay the full premium for Workers' Compensation coverage for each eligible employee.

Reporting of Injury – The employee must report any accidental injury arising out of and in the course of employment to the Department Head immediately after the occurrence of the injury. The Department Head will immediately notify the Comptroller's Office who will complete and submit the required forms. The employee must also complete an "Employee Claim Packet" and submit it to the Comptroller's Office.

Use of Sick Leave Credits – An employee may draw from the employee's sick leave credits in conjunction with Workers' Compensation payments to equal, but not exceed, the employee's regular daily rate of pay.

Medical Insurance Coverage – The Town will continue medical insurance coverage for the employee in accordance with the provisions of the Family and Medical Leave Policy in this Employee Handbook.

Union Employees – An employee who is a member of a collective bargaining unit is not covered by the Use of Sick Leave Credits provision set forth immediately above, and should refer to the applicable collective bargaining agreement.

714 **Paid Family Leave**

Summary – The Town of Niskayuna currently provides eligible employees with voluntary coverage in accordance with NYS Paid Family Leave guidelines.

Eligibility – Employees with a regular work schedule of 20 or more hours per week are eligible after 26 weeks of employment. Employees with a regular work schedule of less than 20 hours per week are eligible after 175 days worked.

Use of PFL – Employees may take time off from work under this policy for the following purposes:

- To bond with the employee's child during the first 12 months following the birth, adoption, or fostering of that child.
- To provide care for a family member with a serious health condition. For this purpose, a family member will include a spouse, domestic partner, child, parent, grandparent, or grandchild.

- Under a qualifying military exigency, to attend to family matters if a family member is on active duty, called to active duty status, or has been notified of an impending call to active duty in the armed forces of the United States. For this purpose, a family member will include a spouse, domestic partner, child, or parent.

Benefit Details – PFL provides for payment of a percentage of the employee’s average weekly wage, up to a maximum cap based upon the NYS Average Weekly Wage (established annually). The Town will continue to pay its portion of any applicable health insurance premiums while an employee is on approved PFL. Employees have the right to return to their same or comparable job upon return from a PFL absence.

Time Periods – PFL benefits are available for up to 12 weeks per 52-week period measured from the first day of leave. (Note: The maximum is 10 weeks in 2020, and increases to 12 weeks in 2021 and beyond.) Leave must be taken in increments of no less than one day.

Premium Payment – Premium costs for this coverage are determined annually by NYS as a percentage of an employee’s average weekly wage, and will be withheld as a payroll deduction.

Claim Procedure – An employee should submit a completed claim package including acceptable supporting documentation to the Town’s PFL insurance carrier within 30 days of their first day of paid leave. The insurance carrier must process the claim and issue a determination within 18 days. The claim form is available from the Town Supervisor’s Office.

Notification Requirements – If the need for leave is foreseeable, the employee must give notice, in writing, to the Department Head at least thirty calendar days prior to the commencement date of the unpaid leave. The employee and Department Head must submit a written request to the Town Supervisor’s Office for review. The failure of an employee to give thirty days’ notice of foreseeable leave with no reasonable excuse for the delay may result in the delay of the employee taking the leave until thirty days from the date of notice. When the need for leave is unforeseeable, verbal notice to the employer will be sufficient. However, the Town will require subsequent submission of acceptable documentation to support the unforeseeable need for leave.

Coordination with Family and Medical Leave Policy – PFL benefits are mostly supplemental to the provisions of the Town’s Family and Medical Leave policy (see Section 608), for those employees who are eligible under that policy. However, under certain circumstances the Town can require that leave designated under the FML policy will be treated as running concurrently with PFL.

Coordination with other Paid Leave – An employee receiving a PFL based payment may supplement that amount through the use of available vacation or personal leave, not to exceed the employee’s regular weekly wage.

Accrual of Paid Leave Credits – An employee will continue to accrue vacation and sick leave and receive holiday pay during the portion of the leave in which the employee continues to use accumulated paid vacation or personal leave. After all such paid leave is exhausted, an employee will not earn paid vacation or sick leave or receive holiday pay for any holidays that may occur during a PFL absence.

Further Details – The above information is intended to be an overview of the Paid Family Leave policy. Further details regarding the full provisions of this benefit are available from

the Town Supervisor's Office. In addition, New York State provides more information at this website:

<https://www.ny.gov/new-york-state-paid-family-leave/paid-family-leave-information-employees>

Changes in Coverage – The Town reserves the right to revise this policy at its discretion (with a notice of not less than 90 days), including changes to premium payments or discontinuance of voluntary coverage of employees.

715 Social Security

Summary – Social Security benefits are available for retirement, survivor's benefits, and medical costs under qualifying conditions, as determined by the Federal Social Security Administration Office. Employee contributions to Social Security (FICA) are matched by the Town.

716 The New York State Employees' Retirement System

Summary – The Town will make available the New York State Employees' Retirement System pension plan to each eligible employee and Elected Official. An employee or elected official is eligible for service retirement benefits as per the eligibility rules of the employee's Tier as assigned by the NYS Retirement System.

Mandatory Membership – A full-time employee who began employment with the State of New York or with a participating employer, on or after July 27, 1976, must join the Retirement System. An employee who is appointed to a permanent, full-time position on a probationary basis must join the Retirement System on the effective date of the probationary appointment. Employment is considered full-time unless:

- The employee works less than thirty hours per week, or less than the standard number of hours for full-time employment as established by the employer for this position; or
- The annual compensation for the position is less than the State's minimum wage multiplied by 2,000 hours; or
- Duration of employment is for less than one year or employment is on a less than a 12 month per year basis; or
- The position is either provisional or temporary under Civil Service Law.

Optional Membership – An employee or Elected Official who is not mandated to join may join the Retirement System. Such employee or Elected Official will be informed, in writing, that the employee or Elected Official may join the Retirement System and will acknowledge receipt of such notice by signing a copy thereof and returning it to the Comptroller's Office. If the employee or Elected Official elects to join the Retirement System, the employee or Elected Official must complete the application form and return it to the Comptroller's Office.

Waiver of Enrollment – An employee who is not mandated to join the Retirement System, and who chooses not to join, must complete a waiver of enrollment form.

717 Police and Fire Retirement System

Summary – The Police and Fire Retirement System covers all sworn personnel in the Police Department. All full-time and part-time police officers must become members of the Police and Fire Retirement System effective on the first day of employment, unless otherwise excepted in accordance with the provisions of that plan.

718 Employee Assistance Program

Summary – The Town currently offers an Employee Assistance Program (EAP) for a full-time employee and the employee's family to obtain confidential, professional counseling. This program is designed to help employees and their families deal with a variety of problems through professional consultation on a confidential basis.

Part-time, Temporary, or Seasonal Employees – A part-time, temporary, or seasonal employee is not eligible to participate in this program.

How to Access the Program – An employee may contact either the Comptroller or the Employee Assistance Program for further information. The program is administered by the following:

**Empathia
(800) 634-6433**

**Further information is also available at the Lifematters website:
www.mylifematters.com**

719 Accidental Death Insurance

Eligibility – The Chief of Police, Deputy Chief of Police, and Lieutenant are provided with an accidental death benefit in accordance with Section 208(b) of the General Municipal Law of the State of New York.

800 COMPLIANCE POLICIES

801 *Equal Employment Opportunity*

Policy Statement – The Town of Niskayuna is an Equal Opportunity Employer. The Town does not unlawfully discriminate on the basis of sex, (including gender identity or expression and the status of being transgender), sexual orientation, race, color, national origin, citizenship, religion, disability, pregnancy, age, marital status, veteran status, military status, arrest or conviction record, genetic information or genetic predisposition or carrier status, domestic violence victim status, or any other protected class or status. Likewise, the Town prohibits employees, Elected Officials, vendors, suppliers, visitors, customers, and any other non-employee from discriminating against Town employees based on these protected groups. Discrimination based on any of the above is strictly prohibited. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, compensation, promotion, transfer, training, leave of absence, and termination.

Notification of Policy Violations – An employee should immediately report any perceived violation of this policy to the employee's Department Head. In the event the employee is unable to discuss this matter with the Department Head, the complaint should be reported in writing to the Town Supervisor or any member of the Town Board. All complaints of discrimination will be investigated discreetly and promptly. This procedure is not intended to restrict an individual's rights to make a complaint to a federal or state agency. An employee who reports discrimination will not suffer adverse employment consequences as a result of making the complaint.

Prohibition Against Retaliation – Retaliation against any employee who brings a written or verbal complaint of discrimination or who assists or participates in the investigation of such a complaint is strictly prohibited. The Town will not tolerate or permit adverse treatment of employees because they report discrimination or provide information related to such complaints, or who otherwise oppose an unlawful employment practice. Any employee who participates in the procedure may do so without fear of retaliation. Violations of this policy may result in disciplinary action up to and including termination of employment.

Application of Policy – This policy is for Town use only and does not apply in any criminal or civil proceeding. This policy shall not be construed as a creation of higher legal standard of safety or care in an evidential sense with respect to third party claims. Violations of this policy will only form the basis for Town administrative action. Violations of law will form the basis for civil and criminal sanctions in a recognized judicial setting.

802 *The Americans with Disabilities Act*

Policy Statement – It is the policy of the Town of Niskayuna to comply fully with the provisions and spirit of the Americans with Disabilities Act and ensure equal employment opportunity for all qualified persons with disabilities. All employment practices, such as recruitment, hiring, promotion, demotion, layoff and return from layoff, compensation, job assignments, job classifications, paid or unpaid leave, fringe benefits, training, employer-sponsored activities, including recreational or social programs, will be conducted so as not to discriminate unlawfully against persons with disabilities. This also extends to prohibit unlawful discrimination based on a person's relationship or association with a disabled individual. Qualified individuals with disabilities are entitled to equal pay and other forms of compensation (or changes in compensation) along with work assignments, classifications, seniority, leave, and all other forms of employment compensation or advantage.

Reasonable Accommodation – Reasonable accommodation is available to all qualified employees and applicants with disabilities, unless it imposes an undue hardship on the Town and/or operations of a program. The Town may require medical documentation or other information necessary to verify the existence of the disability and the need for accommodation. Following receipt of an accommodation request, the Town will meet with the requestor to discuss and identify the precise limitations resulting from the disability and the potential accommodation(s) that the Town might make to help overcome those limitations.

The Town will determine the feasibility of the requested accommodation considering various factors, including, but not limited to the nature and cost of the accommodations(s), and the accommodation's impact on Town operations.

Pre-Employment Inquiries – Pre-employment inquiries are made only regarding an applicant's ability to perform the duties of the position and not any disabling condition. Pre-employment physical exams will only be requested when in compliance with the law. The Town of Niskayuna intends to base employment decisions on principles of equal employment opportunity and nondiscrimination, as defined by law.

Notification of Policy Violations – An employee should immediately report any perceived violation of this policy to the employee's Department Head. In the event the employee is unable to discuss this matter with the Department Head, the complaint should be reported in writing to the Town Supervisor or any member of the Town Board. All complaints of possible violations will be investigated discreetly and promptly. An employee who reports a possible violation will not suffer adverse employment consequences as a result of making the complaint. This procedure is not intended to restrict an individual's rights to make a complaint to a federal or state agency.

Application of Policy – This policy is for Town use only and does not apply in any criminal or civil proceeding. This policy shall not be construed as a creation of higher legal standard of safety or care in an evidential sense with respect to third party claims. Violations of this policy will only form the basis for Town administrative action. Violations of law will form the basis for civil and criminal sanctions in a recognized judicial setting.

803 **Workplace Anti-Bullying**

Objective – The purpose of this policy is to communicate to all employees, including Department Heads and Supervisors, that the Town of Niskayuna will not *in any instance* tolerate bullying behavior. All employees will be treated with dignity and respect. Employees found in violation of this policy will be disciplined, up to and including termination.

Definition – The Town defines bullying as repeated, health-harming mistreatment of one or more people by one or more perpetrators. It is abusive conduct that includes but is not limited to:

- Threatening, humiliating or intimidating behaviors.
- Work interference/sabotage that prevents work from getting done.
- Verbal abuse.

Examples – The Town considers the following types of behavior examples of bullying:

- **Verbal bullying.** Slandering, ridiculing or maligning a person or his or her family; persistent name-calling that is hurtful, insulting or humiliating; using a person as the butt of jokes; abusive and offensive remarks.
- **Physical bullying.** Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault, damage to a person's work area or property.
- **Gesture bullying.** Nonverbal gestures that can convey threatening messages.
- **Exclusion.** Socially or physically excluding or disregarding a person in work-related activities.
- **Cyber Bullying.** Social Media bullying such as sending mean text, spreading rumors online, pretending to be someone else to send hurtful messages online.

In addition, the following examples may constitute or contribute to evidence of bullying in the workplace:

- Persistent singling out of one person.
- Shouting or raising one's voice at an individual in public or in private.
- Using obscene or intimidating gestures.
- Not allowing the person to speak or express himself or herself (i.e., ignoring or interrupting).
- Personal insults and use of offensive nicknames.
- Public humiliation in any form.
- Constant criticism on matters unrelated or minimally related to the person's job performance or description.
- Public reprimands.
- Repeatedly accusing someone of errors that cannot be documented.
- Deliberately interfering with mail and other communications.
- Spreading rumors and gossip regarding individuals.
- Encouraging others to disregard a supervisor's instructions.
- Manipulating the ability of someone to do his or her work (e.g., overloading, underloading, withholding information, setting deadlines that cannot be met, giving deliberately ambiguous instructions).
- Assigning menial tasks not in keeping with the normal responsibilities of the job.
- Taking credit for another person's ideas.
- Refusing reasonable requests for leave in the absence of work-related reasons not to grant leave.

- Deliberately excluding an individual or isolating him or her from work-related activities, such as meetings.
- Unwanted physical contact, physical abuse or threats of abuse to an individual or an individual's property (defacing or marking up property).

Notification of Policy Violations – An employee should immediately report any perceived violation of this policy to the employee's Department Head. In the event the employee is unable to discuss this matter with the Department Head, the complaint should be reported in writing to the Town Supervisor or any member of the Town Board. All complaints of possible violations will be investigated discreetly and promptly. This procedure is not intended to restrict an individual's rights to make a complaint to a federal or state agency. An employee who reports discrimination will not suffer adverse employment consequences as a result of making the complaint.

DRAFT

804 Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace

Purpose and Goals

The Town of Niskayuna is committed to maintaining a workplace free from harassment and discrimination. Sexual harassment is a form of workplace discrimination that subjects an employee to inferior conditions of employment due to their gender, gender identity, gender expression (perceived or actual), and/or sexual orientation.

While this policy is focused on sexual harassment and gender discrimination, the methods for reporting and investigating discrimination based on other protected identities are the same.

Under the New York State Human Rights Law, it is illegal to discriminate based on sex, sexual orientation, gender identity or expression, age, race, creed, color, national origin, military status, disability, pre-disposing genetic characteristics, familial status, marital status, criminal history, or status as a victim of domestic violence.

The purpose of this policy is to teach employees to recognize discrimination, including discrimination due to an individual's intersecting identities, and provide the tools to take action when it occurs. All employees, Department Heads, and supervisors are required to work in a manner designed to prevent sexual harassment and discrimination in the workplace. This policy is one component of the Town's commitment to a discrimination-free work environment.

Goals of this Policy:

Sexual harassment and discrimination are against the law. After reading this policy, employees will understand their right to a workplace free from harassment. Employees will also learn what harassment and discrimination look like, what actions they can take to prevent and report harassment, and how they are protected from retaliation after taking action. The policy will also explain the investigation process into any claims of harassment. Employees are encouraged to report sexual harassment or discrimination by filing a complaint internally with the Town. Employees can also file a complaint with a government agency or in court under federal, state, or local antidiscrimination laws. To file an employment complaint with the New York State Division of Human Rights, please visit <https://dhr.ny.gov/complaint>. To file a complaint with the United States Equal Employment Opportunity Commission, please visit <https://www.eeoc.gov/filing-charge-discrimination>.

Sexual Harassment and Discrimination Prevention Policy:

1. This policy applies to all employees, supervisors, and Department Heads, whether employed full- or part-time, temporary or seasonal, and interns, whether paid or unpaid. The policy also applies to additional covered individuals. It applies to all Elected Officials, Appointed Members of Boards and Commissions, and volunteers. It applies to applicants for employment, anyone who is (or is employed by) a contractor, subcontractor, vendor, consultant, or anyone providing services in our workplace. These individuals include persons commonly referred to as independent contractors, gig workers, and temporary workers. Also included are persons providing equipment repair, cleaning services, or any other services through a contract with the Town. For the remainder of this policy, we will collectively refer to this group as "covered individuals."

2. Sexual harassment is unacceptable. Any employee or covered individual who engages in sexual harassment, discrimination, or retaliation will be subject to action, including appropriate discipline for employees. In New York, harassment does not need to be severe or pervasive to be illegal. Employees and covered individuals should not feel discouraged from reporting harassment because they do not believe it is bad enough, or conversely because they do not want to see a colleague fired over less severe behavior. Just as harassment can happen in different degrees, potential discipline for engaging in sexual harassment will depend on the degree of harassment and might include education and counseling. It may lead to suspension or termination when appropriate.
3. Retaliation is prohibited. Any employee or covered individual that reports an incident of sexual harassment or discrimination, provides information, or otherwise assists in any investigation of a sexual harassment or discrimination complaint is protected from retaliation. No one should fear reporting sexual harassment if they believe it has occurred. So long as a person reasonably believes that they have witnessed or experienced such behavior, they are protected from retaliation. Any employee of the Town who retaliates against anyone involved in a sexual harassment or discrimination investigation will face disciplinary action, up to and including termination. All employees and covered individuals working in the workplace who believe they have been subject to such retaliation should inform a Department Head, supervisor, or the Town Supervisor. All employees and covered individuals who believe they have been a target of such retaliation may also seek relief from government agencies, as explained below in the section on Legal Protections.
4. Discrimination of any kind, including sexual harassment, is a violation of our policies, is unlawful, and may subject the Town to liability for the harm experienced by targets of discrimination. Harassers may also be individually subject to liability and employers or supervisors who fail to report or act on harassment may be liable for aiding and abetting such behavior. Employees at every level who engage in harassment or discrimination, including Department Heads and supervisors who engage in harassment or discrimination or who allow such behavior to continue, will be penalized for such misconduct.
5. The Town will conduct a prompt and thorough investigation that is fair to all parties. An investigation will happen whenever management receives a complaint about discrimination or sexual harassment, or when it otherwise knows of possible discrimination or sexual harassment occurring. The Town will keep the investigation confidential to the extent possible. If an investigation ends with the finding that discrimination or sexual harassment occurred, the Town will take appropriate action. The Town will also take steps to ensure a safe work environment for the employee(s) who experienced the discrimination or harassment. All employees, including Department Heads and supervisors, are required to cooperate with any internal investigation of discrimination or sexual harassment.
6. All employees and covered individuals are encouraged to report any harassment or behaviors that violate this policy. All employees will have access to a complaint form to report harassment and file complaints. Use of this form is not required. For anyone who would rather make a complaint verbally, or by email, these complaints will be treated with equal priority. An employee or covered individual who prefers not to report harassment to their Department Head or employer may instead report harassment to the New York State Division of Human Rights and/or the United States Equal Employment Opportunity Commission. Complaints may be made to both the Town and a government agency.

Department Heads and supervisors are **required** to report any complaint that they receive, or any harassment that they observe or become aware of, to the Town Supervisor, or if the Town Supervisor is an involved party, to any member of the Town Board.

7. This policy applies to all employees and covered individuals, such as contractors, subcontractors, vendors, consultants, or anyone providing services in the workplace, and all must follow and uphold this policy. This policy must be provided to all employees in person or digitally through email upon hiring and will be posted prominently in all work locations.

What Is Sexual Harassment?

Sexual harassment is a form of gender-based discrimination that is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity, and the status of being transgender. Sexual harassment is not limited to sexual contact, touching, or expressions of a sexually suggestive nature. Sexual harassment includes all forms of gender discrimination including gender role stereotyping and treating employees differently because of their gender.

Understanding gender diversity is essential to recognizing sexual harassment because discrimination based on sex stereotypes, gender expression and perceived identity are all forms of sexual harassment. The gender spectrum is nuanced, but the three most common ways people identify are cisgender, transgender, and non-binary. A cisgender person is someone whose gender aligns with the sex they were assigned at birth. Generally, this gender will align with the binary of male or female. A transgender person is someone whose gender is different than the sex they were assigned at birth. A non-binary person does not identify exclusively as a man or a woman. They might identify as both, somewhere in between, or completely outside the gender binary. Some may identify as transgender, but not all do. Respecting an individual's gender identity is a necessary first step in establishing a safe workplace.

Sexual harassment is unlawful when it subjects an individual to inferior terms, conditions, or privileges of employment. Harassment does not need to be severe or pervasive to be illegal. It can be any harassing behavior that rises above petty slights or trivial inconveniences. Every instance of harassment is unique to those experiencing it, and there is no single boundary between petty slights and harassing behavior. However, the Human Rights Law specifies that whether harassing conduct is considered petty or trivial is to be viewed from the standpoint of a reasonable victim of discrimination with the same protected characteristics. Generally, any behavior in which an employee or covered individual is treated worse because of their gender (perceived or actual), sexual orientation, or gender expression is considered a violation of the Town's policy. The intent of the behavior, for example, making a joke, does not neutralize a harassment claim. Not intending to harass is not a defense. The impact of the behavior on a person is what counts. Sexual harassment includes any unwelcome conduct which is either directed at an individual because of that individual's gender identity or expression (perceived or actual), or is of a sexual nature when:

- The purpose or effect of this behavior unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive work environment. The impacted person does not need to be the intended target of the sexual harassment;
 - Employment depends implicitly or explicitly on accepting such unwelcome behavior;
- or

- Decisions regarding an individual's employment are based on an individual's acceptance to or rejection of such behavior. Such decisions can include what shifts and how many hours an employee might work, project assignments, as well as salary and promotion decisions.

There are two main types of sexual harassment:

- Behaviors that contribute to a **hostile work environment** include, but are not limited to, words, signs, jokes, pranks, intimidation, or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex, gender identity, or gender expression. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory, or discriminatory statements which an employee finds offensive or objectionable, causes an employee discomfort or humiliation, or interferes with the employee's job performance.
- Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions, or privileges of employment. This is also called **quid pro quo** harassment.

Any employee or covered individual who feels harassed is encouraged to report the behavior so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be discrimination and is covered by this policy.

Examples of Sexual Harassment

The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited. **This list is just a sample of behaviors and should not be considered exhaustive.** Any employee who believes they have experienced sexual harassment, even if it does not appear on this list, should feel encouraged to report it:

- Physical acts of a sexual nature, such as:
 - Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body, or poking another employee's body; or
 - Rape, sexual battery, molestation, or attempts to commit these assaults, which may be considered criminal conduct outside the scope of this policy (please contact local law enforcement if you wish to pursue criminal charges).
- Unwanted sexual comments, advances, or propositions, such as:
 - Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion, or other job benefits;
 - Subtle or obvious pressure for unwelcome sexual activities; or
 - Repeated requests for dates or romantic gestures, including gift-giving.
- Sexually oriented gestures, noises, remarks or jokes, or questions and comments about a person's sexuality, sexual experience, or romantic history which create a hostile work environment. This is not limited to interactions in person. Remarks made over virtual platforms and in messaging apps when employees are working remotely can create a similarly hostile work environment.
- Sex stereotyping, which occurs when someone's conduct or personality traits are judged based on other people's ideas or perceptions about how individuals of a particular sex should act or look:
 - Remarks regarding an employee's gender expression, such as wearing a garment typically associated with a different gender identity; or

- Asking employees to take on traditionally gendered roles, such as asking a woman to serve meeting refreshments when it is not part of, or appropriate to, her job duties.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
 - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials, or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace;
 - This also extends to the virtual or remote workspace and can include having such materials visible in the background of one's home during a virtual meeting.
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity, or gender expression, such as:
 - Interfering with, destroying, or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
 - Sabotaging an individual's work;
 - Bullying, yelling, or name-calling;
 - Intentional misuse of an individual's preferred pronouns; or
 - Creating different expectations for individuals based on their perceived identities:
 - Dress codes that place more emphasis on women's attire;
 - Leaving parents/caregivers out of meetings.

Who Can be a Target of Sexual Harassment?

Sexual harassment can occur between any individuals, regardless of their sex or gender. Harassment does not have to be between members of the opposite sex or gender. New York Law protects all covered individuals described earlier in the policy. **Harassers can be anyone in the workplace.** A Department Head, supervisor, or a coworker can all be harassers. Anyone else in the workplace can also be harassers including an Elected Official, independent contractor, contract worker, vendor, client, customer, constituent, or visitor.

Sexual harassment does not happen in a vacuum and discrimination experienced by an employee can be impacted by biases and identities beyond an individual's gender. For example:

- Placing different demands or expectations on black women employees than white women employees can be both racial and gender discrimination;
- An individual's immigration status may lead to perceptions of vulnerability and increased concerns around illegal retaliation for reporting sexual harassment; or
- Past experiences as a survivor of domestic or sexual violence may lead an individual to feel re-traumatized by someone's behaviors in the workplace.

Individuals bring personal history with them to the workplace that might impact how they interact with certain behavior. It is especially important for all employees to be aware of how words or actions might impact someone with a different experience than their own in the interest of creating a safe and equitable workplace.

Where Can Sexual Harassment Occur?

Unlawful sexual harassment is not limited to the physical workplace itself. It can occur while employees are traveling for business or at employer or industry sponsored events or parties. Calls, texts, emails, and social media usage by employees or covered individuals can constitute unlawful workplace harassment, even if they occur away from the workplace premises, on personal devices, or during non-work hours.

Sexual harassment can occur when employees are working remotely from home as well. Any behaviors outlined above that leave an employee feeling uncomfortable, humiliated, or unable to meet their job requirements constitute harassment even if the employee or covered individual is at home when the harassment occurs. Harassment can happen on virtual meeting platforms, in messaging apps, and after working hours between personal cell phones.

Retaliation

Retaliation is unlawful and is any action by an employer or supervisor that punishes an individual upon learning of a harassment claim, that seeks to discourage a worker or covered individual from making a formal complaint or supporting a sexual harassment or discrimination claim, or that punishes those who have come forward. These actions need not be job-related or occur in the workplace to constitute unlawful retaliation. For example, threats of physical violence outside of work hours or disparaging someone on social media would be covered as retaliation under this policy.

Examples of retaliation may include, but are not limited to:

- Demotion, termination, denying accommodations, reduced hours, or the assignment of less desirable shifts;
- Publicly releasing personnel files;
- Refusing to provide a reference or providing an unwarranted negative reference;
- Labeling an employee as “difficult” and excluding them from projects to avoid “drama;”
- Undermining an individual’s immigration status; or
- Reducing work responsibilities, passing over for a promotion, or moving an individual’s desk to a less desirable office location.

Such retaliation is unlawful under federal, state, and (where applicable) local law. The New York State Human Rights Law protects any individual who has engaged in “protected activity.” Protected activity occurs when a person has:

- Made a complaint of sexual harassment or discrimination, either internally or with any government agency;
- Testified or assisted in a proceeding involving sexual harassment or discrimination under the Human Rights Law or any other anti-discrimination law;
- Opposed sexual harassment or discrimination by making a verbal or informal complaint to management, or by simply informing a Department Head or supervisor of suspected harassment;
- Reported that another employee has been sexually harassed or discriminated against; or
- Encouraged a fellow employee to report harassment.

Even if the alleged harassment does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of harassment.

Reporting of Discrimination and Harassment (including Sexual Harassment)

Everyone must work toward preventing sexual harassment, but leadership matters. Department Heads and supervisors have a special responsibility to make sure employees feel safe at work and that workplaces are free from harassment and discrimination.

Reports of alleged discrimination and/or harassment (including sexual harassment) or retaliation may be made verbally or in writing. A form for the submission of a written complaint is included in Forms Appendix of this Employee Handbook and individuals are encouraged, but not required, to use this form. If an individual chooses to submit a verbal complaint, such complaint will be documented by the receiver of this complaint, preferably by use of this form. Employees who are reporting sexual harassment on behalf of other employees may use the complaint form and should note that it is on another employee's behalf. A verbal or otherwise written complaint (such as an email) on behalf of oneself or another employee is also acceptable.

Employees and covered individuals are encouraged to report incidents of discrimination, harassment (including sexual harassment), or retaliation to a Department Head and/or the Town Supervisor as soon as possible after the occurrence. If an employee's Department Head is believed to be involved in the incident, or if the employee is not comfortable in addressing the incident with the Department Head, the report should be made directly to the Town Supervisor. If the Town Supervisor is believed to be involved in the incident or the employee or covered individual is not comfortable reporting the incident to the Town Supervisor, the report should be directed to any member of the Town Board.

Employees and covered individuals who believe they have been a target of sexual harassment may at any time seek assistance in additional available forums, as explained below in the section on Legal Protections.

Supervisory Responsibilities

Department Heads and supervisors have a responsibility to prevent sexual harassment and discrimination. All Department Heads and supervisors who receive a complaint or information about suspected sexual harassment, observe what may be sexually harassing or discriminatory behavior, or for any reason suspect that sexual harassment or discrimination is occurring, are required to report such suspected sexual harassment in accordance with the procedures above. Department Heads and supervisors should not be passive and wait for an employee to make a claim of harassment. If they observe such behavior, they must act.

Department Heads and supervisors can be disciplined if they engage in sexually harassing or discriminatory behavior themselves. Department Heads and supervisors also be disciplined for failing to report suspected sexual harassment or allowing sexual harassment to continue after they know about it.

Department Heads and supervisors will also be subject to discipline for engaging in any retaliation.

While Department Heads and supervisors have a responsibility to report harassment and discrimination, they must be mindful of the impact that harassment and a subsequent investigation has on victims. Being identified as a possible victim of harassment and questioned about harassment and discrimination can be intimidating, uncomfortable and re-traumatizing for individuals. Department Heads and supervisors must accommodate the needs of individuals who have experienced harassment to ensure the workplace is

safe, supportive, and free from retaliation for them before, during, and after any investigation.

Bystander Intervention

Any employee witnessing harassment as a bystander is encouraged to report it. A Department Head or supervisor that is a bystander to harassment is **required** to report it. There are five standard methods of bystander intervention that can be used when anyone witnesses harassment or discrimination and wants to help:

1. A bystander can interrupt the harassment by engaging with the individual being harassed and distracting them from the harassing behavior;
2. A bystander who feels unsafe interrupting on their own can ask a third party to help intervene in the harassment;
3. A bystander can record or take notes on the harassment incident to benefit a future investigation;
4. A bystander might check in with the person who has been harassed after the incident, see how they are feeling and let them know the behavior was not ok; and
5. If a bystander feels safe, they can confront the harassers and name the behavior as inappropriate. When confronting harassment, physically assaulting an individual is never an appropriate response.

Though not exhaustive, and dependent on the circumstances, the guidelines above can serve as a brief guide of how to react when witnessing harassment in the workplace. Any employee witnessing harassment as a bystander is encouraged to report it. A Department Head or supervisor that is a bystander to harassment is required to report it.

Complaints and Investigations of Sexual Harassment

All complaints or information about sexual harassment will be investigated, whether that information was reported in verbal or written form. An investigation of any complaint, information, or knowledge of suspected sexual harassment will be prompt, thorough, and started and completed as soon as possible. The investigation will be kept confidential to the extent possible. All individuals involved, including those making a harassment claim, witnesses, and alleged harassers deserve a fair and impartial investigation.

Any employee may be required to cooperate as needed in an investigation of suspected sexual harassment. The Town will take disciplinary action against anyone engaging in retaliation against employees who file complaints, support another's complaint, or participate in harassment investigations.

The Town recognizes that participating in a harassment investigation can be uncomfortable and has the potential to retraumatize an employee. Those receiving claims and leading investigations will handle complaints and questions with sensitivity toward those participating.

While the process may vary from case to case, investigations will generally be done in accordance with the following steps. Upon receipt of a complaint, the person(s) designated by the Town:

1. Will conduct a prompt review of the allegations, assess the appropriate scope of the investigation, and take any interim actions (for example, instructing the individual(s) about whom the complaint was made to refrain from communications with the individual(s) who reported the harassment), as appropriate. If the complaint is verbal, request that the individual completes the complaint form in writing. If the person

- reporting prefers not to fill out the form, a complaint form or equivalent documentation based on the verbal reporting will be prepared;
2. Will take steps to obtain, review, and preserve documents sufficient to assess the allegations, including documents, emails or phone records that may be relevant to the investigation and will consider and implement appropriate document request, review, and preservation measures, including for electronic communications;
 3. Will seek to interview all parties involved, including any relevant witnesses;
 4. Will create a written documentation of the investigation (such as a letter, memo or email), which contains the following:
 - a. A list of all documents reviewed, along with a detailed summary of relevant documents;
 - b. A list of names of those interviewed, along with a detailed summary of their statements;
 - c. A timeline of events;
 - d. A summary of any prior relevant incidents disclosed in the investigation, reported or unreported; and
 - e. The basis for the decision and final resolution of the complaint, together with any corrective action(s).
 5. Will keep the written documentation and associated documents in a secure and confidential location;
 6. Will promptly notify the individual(s) who reported the harassment and the individual(s) about whom the complaint was made that the investigation has been completed and implement any corrective actions identified in the written document; and
 7. Will inform the individual(s) who reported of the right to file a complaint or charge externally as outlined in the next section.

Corrective Action and Discipline

Any employee who is found to have violated any aspect of this policy will be subject to corrective or disciplinary action, up to and including termination of employment, as provided by Town operating procedures, including Civil Service Law Section 75 and disciplinary procedures contained in a collective bargaining agreement. Any Elected Official who violates this policy will be subject to remedial action as provided for and/or allowed under NYS Public Officers Law, as well as any other applicable statutes. Any vendor, supplier, visitor, customer, or other non-employee who violates this policy will be subject to remedial action, to the extent that the Town is empowered to take such action.

Legal Protections and External Remedies

Sexual harassment is not only prohibited by Town policy, but it is also prohibited by state, federal, and, where applicable, local law.

The internal process outlined in the policy above is one way for employees to report sexual harassment. Employees and covered individuals may also choose to pursue legal remedies with the following governmental entities. While a private attorney is not required to file a complaint with a governmental agency, an individual may also seek the legal advice of an attorney.

New York State Division of Human Rights:

The New York State Human Rights Law (HRL), N.Y. Executive Law, art. 15, § 290 *et seq.*, applies to all employers in New York State and protects employees and covered individuals, regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with the New York State Division of Human Rights (DHR) or in New York State Supreme Court.

Complaints of sexual harassment filed with DHR may be submitted any time **within three years** of the harassment. If an individual does not file a complaint with DHR, they can bring a lawsuit directly in state court under the Human Rights Law, **within three years** of the alleged sexual harassment. An individual may not file with DHR if they have already filed a HRL complaint in state court.

Complaining internally to the Town does not extend the time to file with DHR or in court. The three years are counted from the date of the most recent incident of harassment. An individual does not need an attorney to file a complaint with DHR, and there is no cost to file with DHR.

DHR will investigate the complaint and determine whether there is probable cause to believe that sexual harassment has occurred. Probable cause cases receive a public hearing before an administrative law judge. If sexual harassment is found at the hearing, DHR has the power to award relief. Relief varies but it may include requiring the employer to take action to stop the harassment, or repair the damage caused by the harassment, including paying of monetary damages, punitive damages, attorney's fees, and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458. Individuals may call (718) 741-8400 or visit: www.dhr.ny.gov.

Go to dhr.ny.gov/complaint for more information about filing a complaint with DHR. The website has a digital complaint process that can be completed on a computer or mobile device from start to finish. The website has a complaint form that can be downloaded, filled out, and mailed to DHR as well as a form that can be submitted online. The website also contains contact information for DHR's regional offices across New York State.

Call the DHR sexual harassment hotline at **(800) HARASS3** (800-427-2773) for more information about filing a sexual harassment complaint. This hotline can also provide a referral to a volunteer attorney experienced in sexual harassment matters who can provide limited free assistance and counsel over the phone.

The United States Equal Employment Opportunity Commission:

The United States Equal Employment Opportunity Commission (EEOC) enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act, 42 U.S.C. § 2000e *et seq.* An individual can file a complaint with the EEOC anytime within 300 days from the most recent incident of harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred. If the EEOC determines that the law may have been violated, the EEOC will try to reach a voluntary settlement with the employer. If the EEOC cannot reach a settlement, the EEOC (or the Department of Justice in certain cases) will decide whether to file a lawsuit. The EEOC will issue a Notice of Right to Sue permitting workers to file a lawsuit in federal court if the EEOC closes the charge, is unable to determine if federal employment discrimination laws may have been violated, or believes that unlawful discrimination occurred by does not file a lawsuit.

Individuals may obtain relief in mediation, settlement or conciliation. In addition, federal courts may award remedies if discrimination is found to have occurred. In general, private employers must have at least 15 employees to come within the jurisdiction of the EEOC.

An employee alleging discrimination at work can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at www.eeoc.gov or via email at info@eeoc.gov.

If an individual filed an administrative complaint with the New York State Division of Human Rights, DHR will automatically file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists.

Contact the Local Police Department

If the harassment involves unwanted physical touching, coerced physical confinement, or coerced sex acts, the conduct may constitute a crime. Those wishing to pursue criminal charges are encouraged to contact their local police department.

Conclusion

The policy outlined above is aimed at providing employees at the Name of Municipality and covered individuals an understanding of their right to a discrimination and harassment free workplace. All employees should feel safe at work. Though the focus of this policy is on sexual harassment and gender discrimination, the New York State Human Rights law protects against discrimination in several protected classes including sex, sexual orientation, gender identity or expression, age, race, creed, color, national origin, military status, disability, pre-disposing genetic characteristics, familial status, marital status, criminal history, or domestic violence survivor status. The prevention policies outlined above should be considered applicable to all protected classes.

805 **Drug-Free Workplace / Drug Free Awareness Program**

Policy Statement – It is the policy of the Town of Niskayuna that the unlawful manufacture, distribution, dispensation, possession, or use of an illegal controlled substance as defined in the Federal Drug-Free Workplace Act, is prohibited on the job or at the workplace.

Coverage – The Town of Niskayuna’s Drug-Free Workplace Policy pertains to all individuals who are employed by the Town of Niskayuna.

Compliance with Federal Drug-Free Workplace Act – The Federal Drug-Free Workplace Act of 1988 is applicable to all recipients of Federal grants. In order to receive federal funds, the Town must certify to the granting Federal agency that it will provide a drug-free workplace in accordance with the legislation. As a recipient of Federal grants, the Town hereby complies with the requirements of the Drug-Free Workplace Act by adopting this policy and drug-free awareness program:

Prohibited Conduct – No employee shall use, sell, distribute, dispense, possess, or manufacture any alcoholic beverage, marijuana product, illegal drugs, or any other intoxicating substance, nor be under the influence of such, while on duty, at any job site or workplace, or in a Town vehicle, a vehicle leased for Town business, or a privately owned vehicle being used for Town business. An employee who, after investigation, is found to have violated this prohibition may be referred for counseling or rehabilitation and satisfactory treatment and will be subject to criminal, civil and disciplinary penalties, up to and including termination of employment. Any work-related accident or injury involving a Town vehicle, equipment, and/or property where it can be demonstrated that the use of alcohol, marijuana product, illegal drugs, or any other intoxicants may have been a contributing factor will result in disciplinary action which may include penalties up to and including termination of employment.

Use of Prescription and Over-the-Counter Drugs – Prescription drugs must be in the possession of the individual to whom the prescription was written, taken in the dosage prescribed, and maintained in their original containers. Prescription and over-the-counter drugs are not prohibited when taken in standard dosage and/or according to a physician's prescription. Any employee taking prescribed or over-the-counter medications will be responsible for consulting the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with safe performance of assigned job duties. If the use of a medication could compromise the safety of the employee, fellow employees, or the public, it is the employee's responsibility to use appropriate personnel procedures (e.g., call in sick, use leave, request change of duty, notify supervisor, notify Department Head) to avoid unsafe workplace practices.

The legal use of prescribed and over-the-counter drugs is permitted on the job only if it does not impair an employee's ability to perform the job safely and if it does not affect the safety or well-being of other individuals in the workplace. The illegal or unauthorized use of prescription drugs is prohibited. It is a violation of our drug-free workplace policy to intentionally misuse and/or abuse prescription medications. Appropriate disciplinary action will be taken if job performance deterioration and/or other accidents occur.

Employee Assistance – It is the policy of the Town to work with an employee suffering from substance abuse so that the employee will receive assistance necessary to overcome dependency. An employee seeking such assistance is encouraged to contact the employee's Department Head to discuss the situation before problems begin to surface in the workplace. Any disclosures made by an employee will be treated as strictly confidential

to the greatest extent practicable. The employee's decision to seek assistance will not be used as the basis for disciplinary action nor used against the employee in any disciplinary proceeding.

Employee Responsibilities – As a condition of the Town receiving Federal grant monies, each employee must abide by this policy and notify the employee's Department Head of any criminal drug statute conviction for a violation occurring in the workplace within five calendar days of the conviction.

Town Responsibilities – The Town will notify the granting federal agency within ten days after receiving notice from an employee of such a conviction or otherwise receiving actual notice of such conviction. In addition, within thirty calendar days of receiving notice of a conviction, the Town will take disciplinary action against the employee and/or require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program pursuant to Sections 702 and 703 of the Drug-Free Workplace Act.

Drug-Free Awareness Program – It is the policy of the Town of Niskayuna to maintain a drug-free workplace. In accordance with that policy, the Town is providing the following drug-free awareness information to raise employee awareness of the dangers associated with drug abuse in the workplace.

Dangers of Drug Abuse in the Workplace

Employees with chemical dependence problems have a major negative impact on productivity, staff morale, and labor/management relations. Their hidden illness is responsible for:

1. Declining Performance

- poor concentration
- confusion in following directions
- noticeable change in the quality of work
- inability to meet deadlines
- errors in judgment affecting the health and safety of others
- customer complaints and injuries

2. Increased Costs

- five times the average sick and accident benefits
- higher job turnover, replacement and training costs
- greater workers' compensation and health insurance payments
- 3 to 5 times more on-the-job accidents
- unemployment claims

3. Absenteeism and Tardiness

- double the normal rate
- repeatedly being late for work and often leaving early
- extended lunch hours
- frequent illness and accidents both on and off the job

4. Damaged Relationships

- emotional outbursts, over-reaction to criticism, mood swings, complaints from co-workers, associates and the public often leading to damaged relations

806 *Controlled Substance and Alcohol Testing*

Statement of Compliance – The Town Board has adopted a Controlled Substance and Alcohol Testing Policy that is in compliance with the "Omnibus Transportation Employee Testing Act of 1991" (OTETA). The purpose of this policy is to reduce accidents resulting from an employee's use of controlled substances and alcohol, thus reducing fatalities, injuries and property damage.

Covered Employees – The Town's Controlled Substance and Alcohol Testing Policy applies to all covered drivers as defined by the federal regulations, which includes all employees who drive commercial motor vehicles (as defined in Sec. 382.107 of the OTETA) requiring a commercial driver's license to operate.

Post-Accident Testing – In addition, independent of the requirements of the OTETA and associated regulations, the Town will require that an employee be subject to testing for alcohol and controlled substances following any incident that involves operation of any motorized vehicle or other motorized equipment and which results in at least nominal property damage or injury to any person. The employee must remain at the scene or be readily available to undergo testing for alcohol and controlled substance use.

Acknowledgment Form – A covered employee will receive a written copy of the Controlled Substance and Alcohol Testing Policy and must sign an Employee Acknowledgment Form. This form will be placed in the employee's personnel file.

807 *Smoking and Tobacco Products*

Policy Statement – In accordance with the NYS Clean Indoor Air Act, it is the policy of the Town to prohibit smoking in the workplace, which includes all Town buildings, property, and all Town vehicles. In addition, the Town prohibits vaping and the use of tobacco products in any form within all indoor spaces and vehicles owned by, or under the jurisdiction of, the Town.

Disciplinary Action – Violations of this policy may result in disciplinary action, up to and including termination of employment.

808 *Violence in the Workplace*

Policy Statement – The Town of Niskayuna is committed to providing its employees with a work environment that is safe, secure, and free from violence. The Town also considers the safety of its residents, vendors, contractors, and the general public (collectively referred to as “visitors” throughout the remainder of this program manual) to be of paramount importance and strives to provide them the same type of protections while on Town property.

In accordance with the New York State Workplace Violence Prevention Act, the Town of Niskayuna has developed a Workplace Violence Prevention Program. As a part of this program, the Town conducted a comprehensive risk evaluation of the entire workplace. The Town will conduct annual reviews to identify risk factors that may increase the likelihood of workplace violence and implement appropriate measures to minimize or eliminate these hazards. In order to achieve this goal, the Town encourages the participation and cooperation of employees and their authorized employee representative(s).

The Town will not tolerate ANY acts of violence in the workplace, including but not limited to, physical assault (e.g., hitting, pushing), threatening, intimidating, or aggressive behavior, or verbal abuse or harassment. Employees are prohibited from possessing firearms or weapons (e.g., guns, knives (except for pocket knives used in the normal course of the employee’s job), explosives, and other items with the potential to inflict harm) in the workplace, even if the employee is licensed to carry the weapon. The only exceptions are law enforcement and security personnel. An employee who has knowledge that a coworker or visitor possesses a weapon on Town property must report this to a Department Head or supervisor immediately.

For the purpose of this program, the workplace is defined as any location away from an employee’s home, either permanent or temporary, where the employee performs any work-related duty in the course of employment. This includes, but is not limited to, Town-owned buildings and surrounding perimeters, parking lots, work sites, clients homes, and traveling to and from work assignments.

Any incident of workplace violence or imminent danger must be promptly reported to the Department Head or the Comptroller as outlined in Section 2 (Employee Responsibility) of this program manual.

Violations of this policy will result in appropriate remedial, disciplinary, and/or legal action, according to the circumstances.

An employee will not be subject to criticism, reprisal, retaliation, demotion, discrimination, disciplinary action, or other adverse employment action for making a good faith report of acts pursuant to this program.

This Workplace Violence Prevention Program policy statement will be posted where notices to employees are normally displayed. In addition, a copy of the program manual will be made available to employees, the authorized employee representative(s), and the Commissioner of the New York State Department of Labor at each of the Town’s work sites during normal working hours.

809 Abuse Prevention

Policy Statement – This policy establishes how the Town of Niskayuna will prevent the physical, emotional, and sexual abuse of children and youth by its employees. The Town seeks to create a welcoming and nurturing environment and has zero tolerance for those whose actions may jeopardize the safety, health or innocence of a minor.

Definitions

Abuse: Because it takes many forms, abuse can be broken down into the following subtypes, all of which are prohibited within the scope of this policy:

- Physical abuse: Injury inflicted on a child or youth
- Sexual abuse: Contact or activity of a sexual nature between an adult and a child or youth
- Emotional abuse: Mental or emotional injury inflicted on a child or youth by the actions of an adult
- Neglect: Failure to provide adequate care for a child or youth
- Economic abuse: Deliberate misuse of the money or belongings of a child or youth

Child: A child is defined as anyone under the age of 12.

Youth: A youth is defined as anyone between 12 and 18 years of age.

Policy Guidelines

Personnel Screenings – Safeguards in the hiring process will be used to eliminate from consideration any candidates who display characteristics that could classify them at a high risk for violating this policy. The required screenings and background information will depend on the positions and its level of involvement with children and youth.

For those who regularly work with or around children or youth – Candidates for positions that involve regular interaction with children or youth will be screened and selected using the following:

- Standard employment application that includes signed authorization to perform necessary background checks.
- Criminal background checks in any and all states where the candidate has lived in the past seven years.
- Sexual offender registry checks in any and all states where the candidate has lived for the last seven years.
- Driving records and any applicable certification if the position requires the transportation of children.
- In-person interview of the candidate.
- If hired, criminal and sexual offender registry checks will be conducted every five years for those who regularly work with children or youth.

For those who occasionally work with children or youth – Candidates for positions that involve occasional contact with children or youth will be screened and selected using the following:

- Standard employment application that includes signed authorization to perform necessary background checks.
- In-person interview of the candidate.

- Driving records and any applicable certification if the position requires the transportation of children.

All information collected about a candidate will be reviewed and used to determine if they are appropriate for the respective position. If hired, all information collected during the hiring process will be included in the employee's permanent file, which will be maintained over the course of their employment with the Town.

Personnel screenings are required regardless of current employment status with . employees seeking to transfer into a position that involves working with children or youth must undergo the same review process as new hires.

Structural Guidelines for Programs – All programs are designed to encourage safe interaction between employees and children or youth. The following guidelines are meant to keep established safeguards effective:

- Programs for children and youth must have an established adult to child ratio.
- Employees are restricted from being alone with a child or youth where they cannot be easily observed by others.
- Employees are not allowed to implement new activities or programs for children without consent – requests for new activities or programs should be submitted in writing to management.
- Written permission must be obtained from a parent or guardian before any employee transports a child or youth in the name of the Town.
- Children under the age of six placed in the care of the Town will only be released to a parent, legal guardian or a person designated by a parent or legal guardian.

General Conduct – In an effort to provide a safe and healthy environment for both mind and body, the following guidelines are meant to guide employees during their interactions with children and youth. These guidelines do not and cannot outline every situation that may be encountered while on the job, requiring employees to act with a certain degree of personal discretion. Because a certain action is not prohibited in this section does not mean it is acceptable behavior. The Town reserves the right to take disciplinary action against employees whose actions are found to be inappropriate regardless of whether they appear in this section:

- Employees will treat all children and youth with respect and consideration. Treatment must be fair and equal, and must not be based on sex, race, religion, sexual orientation or economic or social status. All effort must be made to avoid favoritism, or the appearance of favoritism.
- While representing the Town, employees must not possess, distribute, use, or allow others to use any alcohol or drugs.
- Employees must not use harsh or inappropriate language, degrading punishment, or any type of restraining device in the name of behavior management.
- Employees must not participate in or allow others to engage in any form of hazing.
- Employees must not have sexual contact with children or youth.
- Employees must not dress, undress, shower or bathe with or in the presence of children or youth.
- Employees must not use physical punishment in any form. The only time physical force is allowed to be used against a child or youth is when their actions are placing others at an immediate risk for serious harm.
- Employees are prohibited from sharing sleeping locations with children or youth. This includes beds, tents, hotel rooms and other similar areas. Employees can sleep in open

- areas with children or youth as long as the area is large enough for the employee to have their own defined sleeping areas and other employees are also present.
- Employees must not discuss their own sexual history, preferences or fantasies nor their use of illicit or pornographic materials while in the company of children or youth.
 - Employees are not allowed to possess any sexually oriented materials (books, magazines, videos, clothing) when conducting business in the name of the Town.
 - When one-on-one discussion or counseling is warranted, employee interaction with a child or youth will take place in an area that allows for private conversation while remaining in the view of others.

If, for any reason, an employee feels there is a need to make an exception to these guidelines, they must submit to their supervisor a written description of the incident and why their actions were necessary. Their report will be reviewed for wrongdoing. A copy of the original report along with any additional findings made by the reviewer will be included in the employee's permanent file.

DRAFT

810 ***The Pregnant Workers Fairness Act***

Policy Statement – It is the policy of the Town of Niskayuna to comply fully with the provisions of the Pregnant Workers Fairness Act (PWFA).

Reasonable Accommodation – The Town will provide reasonable accommodations to employees necessitated by pregnancy, childbirth, or related medical conditions unless doing so would impose an undue hardship on the Town. The Town strives to provide a reasonable accommodation through an interactive approach with the pregnant employee, whereby the employee can meet with the appropriate staff to discuss how the employee's needs might reasonably be met. An example of reasonable accommodations include, among others, light-duty assignments, additional or longer breaks, a change in uniform requirements, eliminating exposure to certain toxins, or modifications to the employee's work schedule. The Town will not deny an employment opportunity to an employee to avoid making an accommodation or force an employee to take leave if an accommodation would make continued work possible.

Prohibition Against Retaliation – The Town prohibits retaliation of an employee who requests or uses an accommodation.

Pre-Employment Inquiries – Pre-employment inquiries are made only regarding an applicant's ability to perform the duties of the position and not any disabling condition which includes pregnancy.

Notification of Policy Violations – An employee should immediately report any perceived violation of this policy to the employee's Department Head. In the event the employee is unable to discuss this matter with the Department Head, the complaint should be reported in writing to the Town Supervisor or any member of the Town Board. All complaints of possible violations will be investigated discreetly and promptly. An employee who reports a possible violation will not suffer adverse employment consequences for making the complaint. This procedure is not intended to restrict an individual's rights to make a complaint to a federal or state agency.

900 SAFETY

901 *Workplace Safety*

Policy Statement – Prevention of injury and illness in the workplace requires the cooperation of all employees in all safety and health matters. It is the policy of the Town to reduce the number of workplace injuries and illnesses to an absolute minimum. Accidents can be prevented through use of reasonable precautions and the practice of safe working habits.

Employee Responsibility – In an effort to protect all employees and to safeguard equipment and property, before an employee begins a given task, it is the employee's responsibility to understand the correct operation and possible hazards involved, safety procedures, and necessary safety equipment required to perform the job. **Safety clothing allowances will be in line with the union members of the department.**

Safety Program – The Town's safety program includes, but is not limited to, the following:

- Providing mechanical and physical safeguards to the maximum extent possible;
- Conducting inspections to find and eliminate unsafe working conditions and practices, control health hazards, and comply with the safety and health standards for every job;
- Training all employees in safety and health practices;
- Providing necessary personal protective equipment and instructions for its use and care;
- Developing and enforcing safety and health rules and requiring that employees cooperate with these rules as a condition of employment;
- Investigating, promptly and thoroughly, every accident to find the cause and correct the problem to prevent future occurrences;
- Providing First Aid kits and fire extinguishers throughout buildings and facilities.

Accident Plan – In the event of an accident, an employee must immediately stop work and take the following steps:

- If the accident appears serious, call 911; and
- Provide aid to the injured person and summon for assistance;
- Notify the Department Head and Safety Officer immediately;
- Eliminate the immediate cause of the accident; and
- Take steps to prevent additional accidents.

Accident Reporting Procedures – In the event an accident occurs in the workplace or in the course of employment, the following procedures will apply:

- When an accident occurs which results either in the loss of an employee's work time or in the provision of medical care to an employee, the employee must immediately notify the Department Head who will in turn notify the Comptroller's Office. The Comptroller's Office must complete an *Employer's Report of Injury Form (C-2)* and submit according to operating procedures.
- When an accident occurs which does not result in the loss of an employee's work time, or in the provision of medical care to the employee, the employee must immediately notify the Department Head who will in turn notify the Comptroller's Office. The Comptroller's Office will maintain appropriate documentation of the incident.
- The Comptroller's Office will keep a log of the injury or illness for five years following the end of the calendar year to which it relates. A copy of this log, which includes totals and information for the year, must be posted in each department or areas where notices to employees are customarily posted.

902 **Hazard Communication Program**

Statement of Compliance – The Town of Niskayuna is committed to providing a safe and healthy work environment and complies with all Federal, State and local laws regarding hazard recognition, accident prevention, and working conditions. The Town considers Hazard Communication and the prevention of workplace injuries and illnesses to be of prime importance.

Guidelines – The following guidelines for the identification of chemical hazards and the preparation and proper use of containers, labels, placards, and other types of warning devices must be adhered to:

- **Chemical Inventory** – The Town must maintain an inventory of all known chemicals in use. An employee may obtain the chemical inventory from the employee's supervisor or Department Head.
- **Container Labels** – All chemicals on a work-site must be stored in the original or approved containers with the proper label attached. The Department Head must ensure that each container is labeled with the identity of the hazardous chemical contained and any appropriate hazard warnings. The Town will rely on manufacturer applied labels whenever possible. A container that is not labeled or on which the manufacturer's label has been removed, must be properly labeled. A container not properly labeled must be given to the Department Head for labeling or proper disposal.
- **Dispensing Chemicals** – An employee may dispense chemicals from original containers only in small quantities intended for immediate use. Any chemical leftover must be returned to the original container or to the Department Head for proper handling. No unmarked containers of any size are to be left in the work area unattended.

Safety Data Sheets (SDS) – An employee working with a Hazardous Chemical shall obtain a copy of the Safety Data Sheet (SDS) and a standard chemical reference from the employee's Department Head.

Employee Training – An employee must be trained to work safely with hazardous chemicals. This training program must cover the following areas:

- Methods used to detect the release of hazardous chemicals in the workplace;
- Physical and health hazards of chemicals and the measures used to protect employees;
- Safe work practices;
- Emergency responses to the exposure of hazardous chemicals;
- Proper use of personal protective equipment; and
- Hazard Communication Standards, including labeling and warning systems, and an explanation of the use of Safety Data Sheets.

Personal Protective Equipment (PPE) – Depending on job duties, an employee must routinely wear protective devices, such as gloves and safety glasses, as directed by the supervisor. An employee who is required to wear special safety equipment as directed by the supervisor must comply with the supervisor's request.

Emergency Response – Any incident of overexposure or spill of a hazardous chemical/substance must immediately be reported to the employee's supervisor. The supervisor must insure that proper emergency response actions are taken.

Hazards of Non-Routine Tasks – The Department Head must inform employees of any special tasks that may arise which would involve possible exposure to hazardous chemicals. Review of safe work procedures and use of required PPE must be conducted prior to the start of these tasks. Where necessary, areas will be posted to indicate the nature of the hazard involved.

903 Pandemic Action Plan

The plan that has been developed in accordance with NYS Labor Law §27-c, and approved by the Town Board on March 23, 2021, can be accessed through this link:

<https://www.niskayuna.org/PandemicPlan>

By reference here, it is incorporated as part of this Employee Handbook.

1000 COMMUNICATION PROCEDURES

1001 Organizational Communications

Summary – The Town Board is committed to assuring effective communications between the Board and employees. The success of the organization is dependent upon a set of common interests and goals that are achieved through teamwork, sharing of ideas, and effective communications of our short-term and long-term plans. From time to time, information and updates will be distributed to employees. All employees are encouraged to discuss this information with their Department Head should there be any questions.

Methods of Communication – Information will be communicated to employees in a variety of ways, including general and departmental meetings, e-mail distributions, memos and other written correspondence, notices distributed with paychecks, and posting of information. Employees should check bulletin boards frequently to keep informed on changes in employment matters and other items of interest. Except as otherwise provided by a collective bargaining agreement, all material to be posted on bulletin boards, including memos and announcements, must have the prior approval of the appropriate Department Head.

Required Postings and Notifications – In accordance with Section 201 of the New York State Labor Law, digital versions of federal and state postings that are required to be physically posted are also available on the Town's website.

1002 Adverse Communications

Policy Statement – An employee who receives any communication of a negative nature directed to the Town, or to any of its officers or employees in their official capacity, shall immediately notify and/or forward the communication to the appropriate Department Head. The term "communication" shall refer to both written and verbal communications, and includes, but is not limited to, memoranda, faxes, messages, letters, legal notices, e-mails, summonses, and other communications.

1003 Suggestions

Policy Statement – Giving and receiving feedback is encouraged in order to promote a positive, productive, and cooperative atmosphere. Employees should notify their supervisor or Department Head of any suggestions which may be valuable to the Town's productivity and success. All suggestions will be carefully reviewed and may be implemented if feasible.

1004 Public Relations

Policy Statement – The courteous, professional treatment of members of the public by all employees helps to build confidence among the citizens we serve. We require all employees to make every effort to represent the Town in a polite and professional manner.

Public Appearances – A Town employee may on occasion be asked to speak or appear in an official capacity as a representative of the Town before various groups or organizations (e.g. Chamber of Commerce, Rotary Club, schools, neighborhood groups, etc.). The employee must obtain prior approval from the Town Supervisor or his/her designee before agreeing to do so.

1005 Reporting of Improper Activities

Policy Statement – Any employee who witnesses or becomes aware of an inappropriate action, improper financial circumstance, inappropriate use of Town funds or property, safety issue, or other matter that appears to be improper, should immediately make his or her Department Head or supervisor, the Town Supervisor, or any Town Board member aware of the issue. When an imminent and serious danger to public health or safety exists, an employee may see fit to immediately report violations to law enforcement or other applicable governing body. Even if you are in doubt about what you witnessed or were made aware of you should report the matter.

Retaliation – Under Section 75-B of New York State Civil Service Law, New York State Public Sector Whistleblower Law, an employee, who in good faith, discloses to a governmental body information regarding a violation of law, a substantial and specific danger to the public health or safety, or an improper governmental action which the employee reasonably believes to be true, shall be protected from any adverse personnel action including, but not limited to: termination, disciplinary action, or changes in compensation. Any Town employee or officer who commits or condones any form of retaliation against anyone who in good faith reports alleged misconduct will be subject to discipline up to, and including, termination.

1006 Political Advertisements in the Workplace

Policy Statement – The Town complies with NYS General Municipal Law §99-z, which prohibits municipal officers or employees from displaying political advertisements on public property.

Political Advertisements – "Political advertisement" shall mean any poster, sign, flag, banner, picture, sticker, patch, bumper sticker, article of clothing, accessory or any other item meant to advertise or promote a certain individual for political office. There are certain exceptions when such a political advertisement appears in a book, digital medium, museum, or otherwise serves an educational or historical purpose, or in instances where the certain individual who is the subject of such political advertisement is deceased.

Prohibited Conduct – A municipal officer or employee, whether paid or unpaid, is prohibited from displaying or causing to be displayed any political advertisement on or within any public building occupied in the discharge of official duties by an employee or officer of the Town, or on any public flagpole, monument, sign or any other permanent structure that such municipal officer or employee interacts with as part of their official capacity.

This prohibition also applies to political advertisements on any uniform, accessory, or other gear worn or used by a municipal officer or employee as part of their official capacity, as well as on or within any Town-owned vehicle, or any equipment owned by the Town.

DRAFT

1100 DISPUTE RESOLUTION

1101 *Dispute Resolution Procedure*

Policy Statement – The Town Board has established a set of procedures to provide for the orderly resolution of differences at the earliest possible stage and to promote a harmonious and cooperative relationship between employees, Department Heads and members of the Town Board which will enhance the overall operation of the Town. The Town will attempt to resolve all work-related complaints that are appropriate for handling under this policy.

Definition of Dispute – For the purpose of this Employee Handbook, a “dispute” will mean a claimed violation, misinterpretation or inequitable application of any of the provisions of this Employee Handbook. In addition, the term “dispute” shall not apply to any matter as to which the Town is without authority to act. A few examples of matters that may be considered appropriate disputes under this policy include:

- A belief that Town policies, practices, rules, regulations, or procedures have been applied in a manner detrimental to an employee;
- Improper or unfair administration of employee benefits or conditions of employment such as scheduling, vacations, fringe benefits, promotions, retirement, holidays, salary, or seniority.

Step One – An employee who claims to have a dispute may present the dispute to the employee’s Department Head. The dispute must be submitted, in writing, within seven working days following knowledge of the event(s) which caused the dispute or when the employee should have had knowledge. The dispute will specify the date of submission, the name of the aggrieved employee, the date the dispute arose, the nature of the dispute, the provision of the Employee Handbook that was allegedly violated and a statement of facts, times, dates, and the remedy sought.

Within ten working days after receiving the dispute, the employee’s Department Head will meet with the employee to discuss and attempt to resolve the matter.

Step Two – In the event the informal dispute is not resolved at Step One, or the employee reasonably believes that the employee cannot present the dispute to the employee’s Department Head, the employee may submit the matter to the Town Supervisor. The dispute must be submitted, in writing, within seven working days from receiving the Step One response, or when the response should have been received or if Step One is not utilized for the above reason, within seven working days following knowledge of the event(s) which caused the dispute or when the employee should have had knowledge.

Within ten working days after receiving the dispute, the Town Supervisor will meet with the employee to discuss and attempt to resolve the matter. Within ten working days from the meeting, the Town Supervisor will issue a written response.

Step Three – In the event the employee is not satisfied with the response at Step Two, the employee may submit the matter to the full Town Board by filing a Request for Hearing with the Town Clerk. The Request for Hearing must be submitted, in writing, within seven working days from receiving the Step Two response, or when the response should have been received. The Request for Hearing will include a written statement of the dispute as outlined in Step One of this Procedure.

The Town Board will set the time and place for the hearing. All decisions rendered by the Town Board will be final and binding.

Time Limits – The employee must adhere to the time limits set forth in this dispute procedure. In the event the employee does not advance the dispute to the next step within the established time limit, the dispute will be considered withdrawn and no further appeal will be accepted. The time limits may be extended by mutual agreement provided the extension is in writing, dated and signed by the employee and the person who is to receive the dispute.

Final Decisions – Final decisions on disputes will not be precedent-setting or binding on future disputes unless they are stated as official Town policy.

Proper Use of Dispute Resolution Procedure – Employees will not be penalized for proper use of the dispute resolution procedure. However, it is not considered proper use if an employee raises a dispute in bad faith or solely for the purposes of delay or harassment, or repeatedly raises meritless disputes. Implementation of the dispute procedure by an employee does not limit the right of the Town to proceed with any disciplinary action that is not in retaliation for the use of this procedure.

Refusal to Proceed with Dispute – The Town Board may, at its discretion, refuse to proceed with any dispute it determines is improper or baseless under this policy.

Union Employees – An employee who is a member of a collective bargaining unit should refer to the applicable collective bargaining agreement to determine if the employee's dispute (grievance) may be subject to the grievance procedure contained in the employee's collective bargaining agreement.

1200 FORMS APPENDIX

A. Employee Handbook Acknowledgement Form

B. Medical Insurance Waiver

C. Discrimination And Harassment (Including Sexual Harassment) Complaint Form

D. Remote Work Agreement

E. Nepotism / Familial Relationship Form

F. Vacation Buy-Back Form

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To be placed in employee's personnel file.

<p style="text-align: center;">TOWN OF NISKAYUNA</p> <p style="text-align: center;">EMPLOYEE HANDBOOK ACKNOWLEDGMENT</p>
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I hereby acknowledge that I have received a copy of the ***Town of Niskayuna Employee Handbook*** outlining the rules, regulations, procedures, practices, work standards, employment classifications, compensation, and benefits of the Town of Niskayuna. I further acknowledge that I have read, or will read, the contents of the Employee Handbook and will contact my Department Head or the Town Supervisor if I have any questions.

I understand that the Employee Handbook is not meant to create a contract of employment, nor should it be construed as creating a contract of employment and that the Town Board of the Town of Niskayuna reserves the right to interpret, change or modify any section of the Employee Handbook at any time. Except as otherwise provided by law, I understand that I am an employee at will.

I understand that, if I am covered by a collective bargaining agreement between the Town of Niskayuna and an employee organization as defined by the Public Employees' Fair Employment Act, in the event an expressed and explicit provision set forth in a collective bargaining agreement should conflict with an employee benefit, personnel policy, personnel procedure, or other provision set forth in the Employee Handbook, the expressed and explicit provision of the collective bargaining agreement will control. Otherwise, unless expressly excluded herein, the Employee Handbook is applicable to all employees.

I agree to abide by the personnel policies, procedures, rules and regulations outlined in the Employee Handbook.

I understand that the Employee Handbook and the changes contained herein are intended to supersede all prior manuals and guidelines issued by the Town of Niskayuna, and may be changed from time to time, by the Town of Niskayuna.

Employee name (please print)

Department Head Name (please print)

Employee Signature

Department Head Signature

Date of Signature

Date of Signature

TOWN OF NISKAYUNA

WAIVER OF MEDICAL INSURANCE / PARTICIPATION IN BUY-OUT PROVISION

Employee or Elected Official Name: _____ SS#: _____

As a full-time employee, authorized part-time employee, or elected official, I meet the eligibility requirements to enroll in the Town's medical insurance plan. I have been given the opportunity to review the plan and ask any questions. I have medical insurance coverage elsewhere and therefore wish to waive my right to enroll in the Town's medical insurance plan. I have attached proof of such coverage as indicated below (check appropriate box). I understand that waiving my rights to enroll in the Town's medical insurance plan releases the Town from any liability that may occur as a result of said waiver.

_____ Copy of the medical insurance subscriber identification card

_____ Letter from my medical insurance company substantiating my coverage

Town of Niskayuna Buy-out Provision

Eligibility – The Town of Niskayuna provides a buy-out for those eligible employees and elected officials who waive their right to enroll in the medical insurance plan. The Town will provide only one medical insurance policy for an eligible employee or elected official whose spouse also works for the Town and therefore said individual is not eligible for the buy-out provision.

Amount of Buy-out – An employee or Elected Official who is eligible for the medical insurance buy-out will receive an amount equal to forty percent (40%) of the individual, two-person, or family premium which would otherwise be paid by the Town. Such amount shall be pro-rated in those cases where an active employee or elected official has not waived coverage for the entire year or in those cases where an employee or elected official has been reinstated into the Town's medical insurance coverage. An employee or elected official who separates from employment for any reason will receive a pro-rated amount of the buy-out for the period in which the separation occurs.

Method and Form of Payment – Payment of the buy-out will be made at the end of each quarter of the calendar year. This payment is in addition to the compensation and/or salary to which the employee is otherwise entitled, and will be treated as part of the employee's gross income and will be subject to the appropriate withholding for income and payroll tax purposes. The buy-out amount is excluded from retirement system earnings' calculation.

Reinstatement – If an employee or elected official chooses to re-enroll in the Town's medical insurance plan, a written notice must be provided to the Comptroller's Office during the open enrollment period in order for coverage to be effective the following January 1. In the event the employee or elected official loses coverage under the alternate insurance plan, coverage under the Town's plan may be resumed in accordance with the provisions specified in the plan documents, provided that all eligibility requirements are met.

I have read and agree to the above:

Employee or Elected Official Signature: _____

Date: _____

	Town Use Only:
Town Representative Name and Job Title: _____	
Town Representative Signature: _____	Date: _____

TOWN OF NISKAYUNA

Complaint Form

Discrimination And Harassment (Including Sexual Harassment)

This form is to be used to document any complaint of alleged discrimination and/or harassment, including sexual harassment, as outlined in the policy. Once you complete this form, please submit it to the appropriate individual as outlined in the policy. If you are more comfortable reporting the allegations verbally or in another manner, refer to your policy for guidance. Once you submit this complaint, the Town will commence an investigation pursuant to its policy.

Name of Complainant:	Department:
Name(s) of individual engaging in alleged discrimination and/or harassment including sexual harassment:	Department:

Describe the specific incident of discrimination and/or harassment alleged. Describe each incident separately, including dates, times and locations. If you cannot remember exact dates, times or locations, provide approximations. Use additional pages if necessary.

Are there others who may have witnessed this alleged discrimination and/or harassment? If so, provide their name(s).

Are there others who may have experienced similar alleged discrimination and/or harassment by the individual named above? If so, provide their name(s).

Did you tell anyone about your experience after the alleged incident(s)? If yes, provide their name(s).

Did you speak to the individual named in this report about the alleged discrimination and/or harassment? If yes, what was his or her response?

Complainant Signature*: _____

Date: _____

Print Name: _____

Job Title: _____

*I understand that the Town of Niskayuna prohibits any individual from retaliating against me for filing a complaint and that I am to report such retaliation pursuant to the Town's policy.

Signature of Person Receiving Complaint: _____

Date: _____

Print Name: _____

Job Title: _____

TOWN OF NISKAYUNA
REMOTE WORK AGREEMENT

The Town's Remote Work Policy establishes parameters for employees to work remotely as approved by both their Department Head and the Town Supervisor. This policy is intended to allow for workforce flexibility while maintaining continuity of the Town's daily operations.

Approval for remote work requires that the employee sign this Remote Work Agreement

1. The employee will telecommute from their "home office." The "home office" work schedule will be in conjunction with the usual Town Hall business hours Monday through Friday, 9:00am to 5:00pm. The current meal and rest breaks remain in effect.
2. The employee agrees to be available during the assigned business hours of 9:00am - 5:00pm, except during normal lunch breaks, for communication through such methods as a land-line phone, cell phone, e-mail, and text messages. The employee agrees to respond in a timely basis to business emails or voicemails.
3. The job duties, responsibilities, and conditions of the employee's employment with the Town will remain unchanged.
4. The employee's salary, retirement, paid leave, medical insurance coverage, and all other employee benefits shall remain in effect.
5. Work hours, overtime compensation, use of sick and personal leave, and approval for use of vacation will conform to the Town's policies and procedures, departmental guidelines, or to the appropriate collective bargaining agreement, and to the terms otherwise agreed upon by the employee and the Town.
6. The employee agrees to maintain a safe work environment, to report work-related injuries to their Department Head at the earliest opportunity, and to hold the Town harmless for injury to others at the work from home location.
7. The employee agrees to provide a secure location for Town-owned equipment and materials, and will not use, or allow others to use, such equipment for purposes other than Town business. All equipment, records, and materials provided by the Town shall remain Town property.
8. The employee agrees to return any Town equipment, records, and materials immediately upon return to their Town office. Any Town equipment will be returned by the employee for inspection, repair, replacement, or repossession with two days' written notice.
9. The employee agrees to maintain in a secure manner the confidentiality of Town records.
10. The employee will follow the security measures contained in the Town's computer usage policy, including maintaining the integrity of work-related computer passwords. The employee will contact their supervisor with questions regarding computer system security.

11. The Town will not pay for the maintenance or repairs of privately owned equipment, utility costs associated with the use of the computer or occupation of the home, office supplies, or travel expenses associated with commuting to the Town's main office.

12. The employee is not prohibited from Town Hall or other Town facilities if the offices and facilities are otherwise open. The employee may access office locations to gather necessary work or for performing other administrative tasks that require office resources, unless being present at Town facilities would put the health of others in danger.

13. The Town retains the right to modify this policy on a temporary basis because of business necessity (for example, the employee may be required to come to the office on a particular day), or as a result of an employee request approved by the supervisor.

14. The employee understands that they are responsible for insurance consequences, if any, of this arrangement.

15. The employee understands that if the employee fails to report to their regular Town office as directed, or otherwise fails to comply with the provisions of this policy, that discipline will follow, including and up to termination

I have read, understand, and will comply with the Town of Niskayuna Remote Work Policy.

Employee Name: _____

Employee's Signature: _____

Job Title: _____

Date of Signature: _____

Department Head's Name: _____

Department Head's Signature: _____

Date of Signature: _____

TOWN OF NISKAYUNA
NEPOTISM / FAMILIAL RELATIONSHIP FORM

Public Officers Law § 73(14) prohibits a State employee from participating in any decision to hire, promote, discipline, or discharge a relative. The Town of Niskayuna Employee Handbook Section 303 follows this guidance.

Who should be disclosed: a “close relative” is defined as an employee’s parent, spouse, domestic partner, child, sibling, niece, nephew, aunt, uncle, grandparent, and any person so related to an employee’s spouse or domestic partner, and any person residing in an employee’s household. This definition applies whether the relationship is by blood, adoption or is created by the marriage of a parent, child, or sibling.

_____ I DO NOT have any close relative employed by the Town of Niskayuna.

_____ I DO have the following close relative employed by the Town of Niskayuna:

Current Employee Name: _____

Department/Position: _____

New Employee Name: _____

Department/Position: _____

Job Title: _____

New Employee’s Signature: _____

Date of Signature: _____

Department Head’s Name: _____

Department Head’s Signature: _____

Date of Signature: _____

Supervisor’s Signature: _____

Date of Signature: _____

TOWN OF NISKAYUNA
VACATION BUY-BACK REQUEST

The Town of Niskayuna Employee Handbook Section 702 provides for the following:

Vacation Buy-back – *A full-time employee may receive cash payment for up to five days of unused vacation leave credit to which the employee is properly entitled at the employee's then current rate of pay. To be eligible for the vacation buy-back, the employee must have a minimum of twenty-five days of vacation leave credit as of April 30. The employee must submit the request on the proper form to the Comptroller by May 15. Only one buy-back will be allowed in a given year. Payment will be made in December based upon the employee's salary at time of the request.*

Please be advised that in lieu of vacation, I wish to be paid for _____ hours of my accumulated vacation allowance. (Five day maximum)

Employee Name: _____

Employee's Signature: _____

Date of Signature: _____

Date Submitted to Comptroller's Office: _____



Resolution No. 2024 - 89

**A RESOLUTION APPOINTING A WATER AND SEWER 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 Nathan Jerard who resides at 114A Forest Grove, Halfmoon, N.Y. 12065 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 Nathan Jerard is pursuant to the CSEA, Local 1000 AFSCME, AFL-CIO Base Collective Bargaining Agreement base pay \$21.3228/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 Nathan Jerard of the above-described appointment.



Resolution No. 2024 -90

**A RESOLUTION APPOINTING A WATER AND SEWER 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 Tyler Stocker who resides at 157 Droms Road, Glenville, N.Y. 12302 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 Tyler Stocker is pursuant to the CSEA, Local 1000 AFSCME, AFL-CIO Base Collective Bargaining Agreement base pay \$21.3228/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 Tyler Stocker of the above-described appointment.



Resolution No. 2024 - 91

A RESOLUTION AWARDING A CONTRACT FOR THE PURCHASE OF FERTILIZER, SEED, MULCH AND SPREADING SERVICES

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 purchase of fertilizer, seed and mulch for use at Town parks and in connection with the Highway Department's operations; and

WHEREAS, the Superintendent of Highways has recommended hiring a contractor to spread and apply fertilizers in Town parks during 2024; and

WHEREAS, the Transportation and Public Facilities Committee concurs with these recommendations; and

WHEREAS, written quotes were requested and received in accordance with the Town of Niskayuna's Purchasing Policy; and

WHEREAS, the Superintendent of Highways has reviewed the quotes received and recommended that the lowest quotes complying with the Town's specifications in each category be awarded the contracts and that purchases be made during 2024 from the respective companies submitting the lowest quotes.

NOW, THEREFORE, be it

RESOLVED, that this Town Board does hereby authorize the Superintendent of Highways to purchase certain products from the vendors shown on the sheets attached hereto and made a part hereof and to hire certain contractors for the application of such products as identified on the sheets attached hereto and made a part hereof, during 2024.

2024 SPREADING PRICING FOR ATHLETIC FIELDS, TOWN HALL AND REC CENTER

2024

Option 1 Valley Green Inc.

Niskayuna Highway

Turf Areas

Turf Area	Acreage	Bags / A	Total Bags
Soccer P 2632 Zenner Rd Nisky.	16 Acres	4 bags	66
Town Hall	2 Acres	4 bags	9
River Park	10 Acres	4 bags	40
Rec Center	5 acres	4 bags	20

Fertilizer w/ Crabgrass Control

135 bags

135 bags of 18-0-03 w/Prodiamine \$3,346

Bulk Spread 33 acres @ \$43 / A \$1,419

Minimum Spread 8 Acres = \$700

\$4,759

Option 2

Turf Area	Acreage	Bags / A	Total Bags
Soccer Park	16 Acres	4 bags	66
Town Hall	2 Acres	4 bags	9
River Park	10 Acres	4 bags	40
Rec Center	5 acres	4 bags	20

General Turf Fertilization

135 bags

135 bags 22-0-4w/50%XCU w/Armament \$3,277.80

Bulk Spread 33 acres @ \$43 / A \$1,419

Minimum Spread 8 Acres = \$700

\$4,696.80

Option 3

Turf Area	Acreage	Bags / A	Total Bags
Soccer Park	16 Acres	3 bags	48 bags
Town Hall	2 Acres	3 bags	6 bags
River Park	10 Acres	3 bags	30 bags
Rec Center	5 acres	3 bags	15 bags

Grub Control (Curative)

99 bags of Dylox 6.2G @ 49. \$49.85/bag \$7,029.00

Bulk Spread 33 acres @ \$43 / A \$1,419

Minimum Spread 8 Acres = \$700

\$8,448.00

Option 4

Turf Area	Acreage	Bags / A	Total Bags
Soccer Park	16 Acres	3.75 bags	60bags
Town Hall	2 Acres	3.75 bags	7.5 bags
River Park	10 Acres	3.75 bags	38 bags
Rec Center	5 acres	3.75 bags	19 bags
	Fertilizer w/ Broadleaf Weed Control		

125 bags 17-0-4 w/ LockUp \$4,018
 Bulk Spread 33 acres @ \$ 43 / A \$1,419
 Minimum Spread 8 Acres = \$700
 \$5,437

Option 5

Turf Area	Acreage	Bags / A	Total Bags
Soccer Park	16 Acres	3.5 bags	60 bags
Town Hall	2 Acres	3.5 bags	7 bags
River Park	10 Acres	3.5 bags	35 bags
Rec Center	5 acres	3.5 bags	18 bags
	Fertilizer w/ Grub Control (Preventative)		

120 bags Fertilizer w/ Grub Control (Preventative) \$4,080
 Bulk Spread 33 acres @ \$43 / A \$1,419
 Minimum Spread 8 Acres = \$700
 \$5,433
 Soccer Park ONLY
 60 bags Fertilizer w/ Grub Control (Preventative) \$204.00
 Minimum Spread 8 Acres = \$700 \$700
 \$2,740

SEED/FERTILIZER/HYDROMULCH PRICING

	Norther Nursery Cordell Rd Sch'dy NY 12304	Valley Green 642 S. Summer St Holyoke Ma, 01040	Seedway LLC PO Box 250 Hall, NY 14463
Seed (50/50 Blue/Rye Athletic Mixture)	1.35/lb 50# bag	2.21/lb 50# bag	1.75/lb 50# bag
Hydro Fertilizer 19-19-19 (50lb bag)	\$43.00	\$24.75	\$18.00
Starter Fertilizer 19-19-19 (50lb bag)	\$43.00 18-24-12		\$18.00 19-19-19
Hydro Mulch Conwed Enviroblend			

(70% wood/30% paper)	\$24.00	50# bag	\$21.81	\$24.05	50# bag
cellulose	\$24.50	50# bag	\$21.31		50# bag
Hydro Mulch Conwed Enviroblend	\$24.50	50# bal			50# bal
100% wood with tack	n/a		\$0.00	\$22.92	
Tackifier 3 lb bags/pkg	\$41.00				
Conwed Regular (100% wood)	n/a		\$20.68	\$19.43	
Conwed Regular (100% paper)	\$22.75			\$18.07	

Norther Nursery
 Cordell Rd
 Sch'dy NY 12304
 518-382-1600

Valley Green
 642 S. Summer St
 Holyoke Ma, 01040
 518-944-9645

Seedway LLC
 PO Box 250
 Hall, NY 14463
 315-516-9127

DRAFT

Valley Green

75 Champlain St
Albany, NY 12204

Estimate

Date	Estimate #
1/18/2024	1668

Name / Address
NIS-01 Niskayuna Highway WTRY Road Niskayuna, NY 12309

Project

Description	Qty	Rate	Total
VG Sports Turf Mix 50%Rye/50%KBG 50 #	1	2.21	2.21
19-19-19 Fertilizer SGN 210 50 #	1	24.75	24.75
Profile Blend 70 paper 30 wood	1	21.81	21.81
Conwed Cellulose 50# 40 / Pallet	1	21.31	21.31
Conwed 1000 100% Wood 50# 40 / pallet	1	20.68	20.68
		Total	\$90.76

TOWN OF NISKAYUNA

HIGHWAY DEPARTMENT



1040 WTRY RD.
NISKAYUNA, NEW YORK 12309-4381

RAY SMITH
SUPERINTENDENT OF HIGHWAYS
PARKS, BUILDINGS, GROUNDS

(518) 785-9753
FAX: (518) 785-3472

The Town of Niskayuna would like you to consider bidding on the following items.
These items are to be used in the 2024 season.

Seed (50/50 Blue/Rye Athletic Mixture)	\$ <u>1.75</u> lb.
Hydro Fertilizer 19-19-19 (50lb bag)	\$ <u>18.00</u> bag
Starter Fertilizer 19-19-19 (50lb bag)	\$ <u>18.00</u> bag
Hydro-Mulch 50lb bales	
Conwed Enviroblend (70%wood/30%paper)	\$ <u>24.05</u> bag
Conwed 2000 (100% wood with tack)	\$ <u>22.92</u> bag
Conwed Regular (100% wood)	\$ <u>19.43</u> bag
Conwed 100% Paper	\$ <u>18.07</u> bag

Please fax/email back a quote back. Attn: Patti Lester

Company SEEDWAY, LLC

Contact KENTAL WILSON Phone 315-516-9127

ESTIMATED COST FOR
30 DAYS, ACTUAL SUPPLY
OF MATERIAL SUBJECT TO
AVAILABILITY AT TIME OF BIDDING

The Town of Niskayuna would like you to consider bidding on the following items.
These items are to be used in the 2024 season.

Seed (50/50 Blue/Rye Athletic Mixture)	\$ <u>135</u> 50 lb. bag
<i>same</i> Hydro Fertilizer 19-19-19 (50lb bag)	\$ <u>43</u> bag
Starter Fertilizer 19-19-19 (50lb bag) <i>18-24-12</i>	\$ <u>43</u> bag
Hydro-Mulch 50lb bales	
Conwed Enviroblend (70%wood/30%paper)	\$ <u>24</u> bag
Conwed 2000 (100% wood with tack)	\$ <u>NA</u> bag
Conwed Regular (100% wood)	\$ <u>NA</u> bag
Conwed 100% Paper Tackifier #3 bag	\$ <u>22.75</u> bag <u>\$ 41.00</u>

Please fax/email back a quote back. Attn: Patti Lester

Company Northern Nurseries

Contact Tan D Crane Phone (518) 265-3704



Resolution No. 2024 - 92

A RESOLUTION AUTHORIZING A WARRANT FOR FOURTH QUARTER CORPORATE UTILITY RENTS

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 roll of corporate consumers for Consolidated Water 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 and filed with this Town Board; and

WHEREAS, said corporate utility rents are to be collected by the Receiver of Taxes and Assessments for said Town of Niskayuna, and

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

NOW THEREFORE, be it

RESOLVED, that the Supervisor be, and she hereby is, authorized to direct Diane Percy, the Receiver of Taxes and Assessments for the Town of Niskayuna, to collect corporate utility rents, in the amount of \$270,925.70 as more fully described on the attachment made a part hereof; and be it

FURTHER RESOLVED, that said Receiver of Taxes and Assessments shall begin collection of said utility rents on or about March 22, 2024, and shall collect said utility rents without penalty through April 22, 2024, after which uncollected utility rents shall be subject to a penalty in the amount of four percent (4%).

Q4 2023 Corporate Warrant	
SEWER DIST 1 (STSC)	\$ 5,904.97
SEWER DIST 6 (STC)	\$ 87,054.12
WATER	\$ 173,334.26
SEWER DIST 1 PRIOR DUE	\$ 2,810.06
SEWER DIST 6 PRIOR DUE	\$ -
WATER PRIOR DUE	\$ 1,646.31
Q3 SEWER DIST 1 PENALTIES	\$ 112.40
Q3 SEWER DIST 6 PENALTIES	\$ -
Q3 WATER PENALTIES	\$ 63.58
Total:	\$ 270,925.70

Mail on or about March 22, 2024. Due on April 22, 2024.

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Resolution No. 2024 - 93

A RESOLUTION AUTHORIZING THE DISPOSITION OF CERTAIN TOWN OWNED SURPLUS VEHICLES AND 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 Superintendent of Highways and Chief of Police have advised that there are surplus equipment/vehicles no longer used or needed by the Town; and

WHEREAS, the Superintendent of Highways and Chief of Police recommends that such equipment be properly disposed of; and

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

NOW THEREFORE, be it

RESOLVED, that this Town Board does hereby authorize the Superintendent of Highways and Chief of Police to dispose of the surplus property no longer needed by the Town; and be it

FURTHER RESOLVED, that the Superintendent of Highways and Chief of Police are authorized to dispose of such surplus property as described below and on the pages attached hereto:

Description	Model; Serial No.
2016 Gray Jeep	VIN# 1C4NJPBA0GD690725
2018 White Ford	VIN# 1FM5K8AR4JGC18345
2020 White Ford	VIN# 1FM5K8ABXLGA55383
1991 Chevy rack truck (Mason) #27	VIN # 1GBHC34K7ME198712
1995 Chevy rack truck (Mason) #28	VIN# 1GBJC34K4SE240395
1994 Morbark Chipper (E-94)	Serial No. 458SZ19188W051491
Coats Wheel Balancer	Serial No. 8111867-1

UPON ROLL CALL THE FOREGOING RESOLUTION WAS ADOPTED BY THE FOLLOWING VOTE:

COUNCILMEMBER MOSKOWITZ	VOTING	AYE
COUNCILMEMBER DELLA RATTA	VOTING	AYE
COUNCILMEMBER MCPARTLON	VOTING	AYE
COUNCILMEMBER BRENNAN	VOTING	AYE
SUPERVISOR PUCCIONI	VOTING	AYE

DRAFT



Resolution No. 2024 – 94

A RESOLUTION APPROVING THE WARRANT FOR RESIDENTIAL AND COMMERCIAL UTILITY BILLING FOR THE SECOND HALF OF 2023

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 roll of residential and commercial consumers for Consolidated Water District No. 1 and Consolidated Sewer Districts No. 6 and No.1, together with the amount due for utility rents for each of said consumers, has been prepared for the second half of 2023 (July 1, 2023 – December 31, 2023); and

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

WHEREAS, this Town Board, now wishes to provide the dates and terms of payments for said 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 and Assessments for the Town of Niskayuna to collect residential and commercial utility rents in the amount of \$3,148,827.62, as detailed in the table below, for the billing period July 1, 2023 through December 31, 2023:

Spring 2024 Residential / Commercial Warrant	
for usage July 1, 2023 through December 31, 2023	
SEWER DIST 1 (STSC)	\$612,475.80
SEWER DIST 6 (STC)	\$890,682.16
WATER	\$1,645,896.82
SEWER DIST 6 PRIOR DUE	(\$163.80)
WA PRIOR DUE	(\$63.36)
Total:	\$3,148,827.62

; and be it

FURTHER RESOLVED, that the Receiver of Taxes and Assessments shall begin collection of said utility rents on or around April 5, 2024 and shall collect said utility rents without penalty through May 20, 2024, after which uncollected rents shall be subject to a penalty in the amount of four percent (4%).

DRAFT



Resolution No. 2024 – 95

A RESOLUTION AUTHORIZING THE SUPERVISOR TO SUBMIT A LANDFILL PERMIT APPLICATION TO THE CITY OF ALBANY AND AUTHORIZING THE COSTS THEREOF

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 that the Town of Niskayuna obtain an annual landfill permit with the City of Albany Landfill for disposal of sludge; and

WHEREAS, the Public Works Committee concurs with this recommendation.

NOW, THEREFORE, be it

RESOLVED, that this Town Board does hereby authorize the Supervisor to submit an application to the City of Albany Landfill to allow the Town of Niskayuna to obtain a permit for purposes of sludge disposal on as needed basis, a copy of such application being attached hereto; and be it

FURTHER RESOLVED, that this Town Board does hereby authorize the payment of the fees associated with obtaining the permit.

CITY OF ALBANY LANDFILL
LANDFILL PERMIT APPLICATION: 2024
525 RAPP ROAD, ALBANY, NY 12205
PHONE: 518-869-3651 FAX: 518-869-6825

A complete landfill permit application and credit application are enclosed. A permit is required for any firm that wishes to access the site. Firms that wish to access the site and establish a charge account must complete both the permit and credit sections of this package.

Permits expire at the end of each calendar year regardless of issuance date. No previous application forms will be accepted. This is the only acceptable application form. The application package includes the following components:

Permit Application Materials:

- | | |
|--|---|
| 1. Cover Sheet | (initial and return) |
| 2. Customer Information and Inputs | (complete, initial and return) |
| 3. General Permit Agreements | (complete, initial and return) |
| 4. Unacceptable and Recycling Materials List | (initial and return) |
| 5. Billings & Payments and Site Policies | (initial and return) |
| 6. Waste Acceptance Policies | (initial and return) |
| 7. Insurance Requirements & Indemnification | (submit certificate(s), initial and return) |
| 8. Vehicle Tracking Form | (complete, initial and return) |
| 9. Credit Application and Charge Form | (complete, initial and return) |
| 10. Credit Application Rider Form | (complete, initial and return) |
| 11. Recycling Compliance & Reporting | (complete, initial and return) |

Completed permit application packages must be accompanied by two checks: (1) a \$200 non-refundable processing fee and (2) a \$100 per vehicle permit fee. Please do not combine fees into a single check. Existing permit holders with charge accounts may choose to have the above permit fees charged directly to their account. Please refer to permit charge authorization form.

Return all submittals and fees to:

City of Albany Landfill
Attn: Joseph C. Giebelhaus, Deputy Commissioner
525 Rapp Road
Albany, NY 12205
Email – jgiebelhaus@albanyny.gov

Failure to satisfactorily complete any part of the permit application package, including initialing the bottom of each page, will result in the rejection of your application. Applications can also be rejected by not complying with landfill regulations.

You will be notified within 10 business days of the receipt of your application as to your approval status. Approval letters will include permit sticker(s). If your permit is rejected, only the vehicle permit fee will be returned. Complete all relative pages and initial pages. Return original application to above; faxed copies are not acceptable. The city uses Dunn & Bradstreet for credit review. Please provide credit references from other disposal facilities.

Initial: KM

**CITY OF ALBANY LANDFILL
LANDFILL PERMIT APPLICATION: 2024**

Customer Information and Inputs

General Information:

City of Albany permit #: 1035 Date of application: 2 / 26 / 24

Company name: Town of Niskayuna D.B.A.: Town of Niskayuna

Address: 2913 Whitford Dr. Contact Name: Keith Moree

City: Niskayuna State: NY Zip Code: 12309

Phone #: (518) 374-9580 Fax: NA

Email (required for landfill notifications including tip fees):
wwTP@Niskayuna.org / kmoree@niskayuna.org

Disposal locations used in 2024: Albany City Landfill (Present)

Answers community agreements (specify): _____

Will you be using a third-party hauler? Yes No

Name of third-party hauler (note third party will also need permit to access facility): _____

Projected Waste Inputs:

Municipal solid waste (MSW): _____ tons per day (TPD)

Construction & demolition (C&D): _____ TPD

C&D – PACM/ACM*: _____ TPD

Industrial waste*: _____ TPD

Sludge* ~12 tons every 2 weeks TPD

Petroleum contaminated soil (pcs)*: _____ TPD

Alternative daily cover (ADC)*: _____ TPD

**waste stream requires prior approval*

Initial: KM

**CITY OF ALBANY LANDFILL
LANDFILL PERMIT APPLICATION: 2024**

General Permit Agreements:

I agree that the terms, conditions, policies, law and regulations including Section 313 of the City of Albany code apply to any individual within this firm and any other agent and/or subcontractor working on my behalf. Furthermore, I acknowledge receipt of and agree to the terms and conditions in the attached rider dated November 1, 2003, and all insurance and indemnification requirements.

Signature: Keith Morel

Date: 2/26/24

Print or Type Name: Keith Morel

I hereby personally guarantee payment of any sums of money due under this agreement. (if this is an application made on behalf of a corporation, the signature below must be of a corporate officer)

Signature: _____

Date: _____

Print or Type Name: _____

N.B.: NYS law mandates that all municipalities enforce source separation ordinances after September 1, 1992. The City of Albany and the other ANSWERS municipalities have these laws on their books and are enforcing them. As items are identified for recycling, they must be excluded from the landfill and hauler who bring loads commingled with recyclables can lose their tipping privileges.

Initial: KM

**CITY OF ALBANY LANDFILL
LANDFILL PERMIT APPLICATION: 2024**

Solid waste shall not contain the following:

1. Explosives or ammunitions
2. Combustible liquid or gas container, bottles, cylinders or cans
3. Caustic acids, corrosives, chemicals or other hazardous wastes, radioactive or other contamination or pollutants prohibited by mandatory and binding laws or regulations of the United States and New York State
4. Liquid or slurry wastes
5. Unopened containers, except empty household spray cans
6. No lawn clearing debris including grass, leaves, stumps tree trunks or limbs
7. Thick walled or solid metallic objects such as castings, forgings, gas cylinders or motors
8. Steel or nylon rope, cables, or slings more than four feet long.
9. Case hardened or alloy steel chains over 3/8 inches in diameter or 4 feet in length
10. Animal wastes or parts of animals other than normal household garbage
11. No recyclables as determined by the Commissioner of the Department of General Services
12. Solid blocks of metal, rubber or plastic more than two cubic feet
13. Any material classified as infectious, hazardous wastes (contaminated hypodermic needles, syringes, broken glass, and scalpel blades, isolation waste, cultures and stock from laboratories, human blood and blood products)
14. No barrels or drums
15. No incinerated or partially incinerated materials
16. Wastes that are not easily recognizable or wastes that may pose a health risk to landfill employees will only be accepted with written approval from the landfill.

The following recyclable items are banned from disposal at the landfill:

1. Paper: ONP, OMG, OCC, office paper, craft, junk mail, other recyclable papers
2. Containers:
 - Plastic - #1-# 7 (except for #6 Styrofoam) glass – green, brown & clear
 - Cans – ferrous and bi-metal
 - Juice boxes, aseptic packaging and milk cartons
3. Yard waste and grass clippings
4. White goods (used appliances)
5. Scrap metal including pipe, studs, conduit, appliances, & auto parts
6. Tires
7. Batteries except for household alkaline batters (i.e. A, Aa, AAA, C & D)
8. Motor oil
9. Textiles
10. Electronics

Initial: KM

**CITY OF ALBANY LANDFILL
LANDFILL PERMIT APPLICATION: 2024**

The following policies will apply to both your firm, or agents and subcontractors:

Billings & Payments Policies:

1. Payment options: checks made payable to the Treasurer of the City of Albany, via the establishment of a charge account or credit card (\$20,000 max).
2. Cash is not accepted at the landfill.
3. ***If amounts due go beyond 60 day's late, accounts and permits will be closed/cancelled until payments are made. It is important to ensure that payments are made in timely manner to keep accounts in good standing. Consistently late accounts will be reviewed and/or converted to COD accounts.***
4. ***Late charges are not optional and all customers are subject to late charges when their accounts go beyond the 30-day term account limits.***
5. Permitted firms may not authorize a second party to use their account
6. Firms with multiple divisions may not establish multiple accounts
7. ***All landfill receipts shall be reviewed before leaving the Scalehouse to ensure correct Price, Tonnage, and Bill To. The proper time to address these issues is at the time of disposal not after the invoice is received.***
8. ***The only way to get a copy of a scale ticket is to go to the Scalehouse and request one from the scale operator. No other methods exist.***
9. Should a billing disputes occur it shall be made in writing and directed to the city of Albany Treasurer.
10. Stored tare weights will be confirmed twice per year. Disputes over vehicle tare weights will be made at the time of the transaction.
11. Checks returned for insufficient funds will result in the immediate loss of tipping privileges.
12. A ½ ton minimum charge will be assessed to all transactions
13. Loads delivered via a third party will be accompanied by a bill of lading or manifest. Third party haulers will have a permit with the city to access the site.

Site Access Policies:

1. All customers will check into the Scalehouse prior to accessing the site
2. ***All loads will be tarped. All loads will be un-tarped in the landfill. Drivers that un-tarp or un-load in areas not designated by the city will be given one warning, a second offence will be enforced with a fine, and third offence will be enforced by barring from the site.***
3. All vehicles accessing the landfill will have tow hooks firmly affixed to the front and rear of each vehicle. The city does aid at the request of drivers ***but a fee will be assessed. The city does not assume responsibility for damage to vehicles or equipment.***
4. Customers are to use extreme caution while on site; unsafe drivers will be barred from the site.
5. ***The site speed limit is 10 mph. This is strictly enforced and violators will be barred from the site.***
6. For safety reasons, passenger vehicles are not permitted in the landfill.
7. Permit holder recognizes the inherent dangers of entering a landfill. The permit holder assumes responsibility for developing and enforcing a health and safety plan for their employees.

Initial: KM

CITY OF ALBANY LANDFILL
LANDFILL PERMIT APPLICATION: 2024

Waste Acceptance Policies:

1. The city reserves the right to refuse acceptance for materials that require pre-approval.
2. The city reserves the right to reject waste that contains wastes specified in the waste acceptance protocol (pg. 4) and/or recycling list (pg. 5).
3. Acceptance of contaminated soil is subject to pre-approval and on an appointment basis only.
4. The city reserves the right to demand analytical testing for materials that, by their nature, are not easily identifiable or are from a specific generator.
5. A completed waste profile form is required for wastes that are not easily identifiable or are from a specific generator.
6. Should the characteristics of the waste differ from those indicated by the waste profile form or should the characteristics of the waste change, the city reserves the right to alter the pricing structure for the waste or refuse the waste.
7. Should a lot number be assigned by the city for a specific waste stream, the hauler will provide a bill of lading with that lot number clearly indicated.
8. ADC, PACM/ACM, Industrial Waste, and Special Waste acceptance forms can be obtained at <http://www.albanylandfill.com> under the customer menu tab.

Tip Fee Policies:

1. Tip Fees are subject to change with 5 business day notice. Tip fee increase/decrease notices will be provided by email only and will also be posted on <http://www.albanylandfill.com>.
2. The only approved method to obtain a tip fee quote for a project or waste stream is to obtain a written quote from the City of Albany Landfill or CHA such as email and/or waste profile sheets. To request a quote please email coalandfill@albanyny.gov

Initial: KM

**CITY OF ALBANY LANDFILL
LANDFILL PERMIT APPLICATION: 2024**

The following policies will apply to both your firm, or agents and subcontractors:

Insurance Requirements

Applicant shall procure and maintain throughout the term of this permit, without any additional expense to the City of Albany the following insurance coverage:

- (a) General liability insurance: a policy or policies of general liability insurance with limits of not less than one million dollars (\$1,000,000.00) for each occurrence;
- (b) Automobile liability insurance: a policy or policies of automobile liability insurance with limits of not less than one million dollars (\$1,000,000.00) for each accident because of bodily injury, sickness, or disease, including death at any time, resulting there from, sustained by any person caused by accident and with limits of not less than one million dollars (\$1,000,000.00) for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobiles.
- (c) Workers' compensation and employer's liability insurance: a policy or policies of workers' compensation and employer's liability insurance providing protection for employees in the event of job-related injuries.

All insurance must be issued by an insurer licensed to do business in the state of New York and must have an a.m. Best rating of not less than "a". Each policy of insurance required shall be in form and content satisfactory to the city of Albany and shall provide that the City of Albany is named as an additional insured, on a primary and non-contributing basis. Before any permit is issued, applicant must provide the City of Albany with a certificate or certificates of insurance which show that applicant is in compliance with these requirements.

If at any time any of said policies shall be or become unsatisfactory to the City of Albany, applicant shall promptly obtain a new policy and submit proof of insurance of the same to the city for approval. Upon failure of applicant to furnish, deliver and maintain such insurance as above provided, the permit may, at the election of the city, be forthwith declared suspended, discontinued, or terminated. Failure of applicant to procure and maintain any required insurance shall not relieve applicant from any liability under the permit, nor shall the insurance requirements be constructed to conflict with the obligations of applicant concerning indemnification.

Indemnification

Applicant agrees to defend, indemnify, and hold harmless the City of Albany and its officers, employees and agents, from and against all claims, actions, causes of action, injuries, damages, losses, liabilities, and expenses (including, without limitation, reasonable attorney's fees and court costs) arising out of, or in consequence of, any negligent or intentional act or omission of applicant or its officers, employees, agents, or subcontractors to the extent of its or their responsibility for such claims, actions, causes of action, injuries, damages, losses, liabilities and expenses.

Initial: KH

**CITY OF ALBANY LANDFILL
LANDFILL PERMIT APPLICATION: 2024**

Truck Tracking Form

Please provide the following information for all the vehicles that your firm is permitting. Please reproduce this form as necessary.

Landfill ID Number: 4A419

Plate Number: AL3221

Vin Number: 1FVHC5DE57HX64634

Landfill ID Number: _____

Plate Number: _____

Vin Number: _____

Landfill ID Number: _____

Plate Number: _____

Vin Number: _____

Landfill ID Number: _____

Plate Number: _____

Vin Number: _____

Landfill ID Number: _____

Plate Number: _____

Vin Number: _____

Landfill ID Number: _____

Plate Number: _____

Vin Number: _____

Initial: KM

**CITY OF ALBANY LANDFILL
LANDFILL PERMIT APPLICATION: 2024**

Financial Information – Credit Applications Only

Section I – General

Name of Bank: _____ Address: _____

Account #: _____

Section II – Balance Sheet

Assets:

Cash: _____

Investments: _____

Accounts Receivable: _____

Inventory: _____

Building & Equipment: _____

Accumulated Depreciation: _____

Total: _____

Liabilities:

Accounts Payable: _____

Accrued Liabilities: _____

Total: _____

Equity:

Common Stock: _____

Retained Earnings: _____

Total: _____

Monthly Gross Revenue: _____

Monthly Expenses: _____

Monthly Net Revenue: _____

Credit Line Requested: _____

I certify the above to be true and accurate at the time of this permit application:

Signature: _____

Date: _____

Print or Type Name: _____

Note: Section II can be substituted with a recent Dunn and Bradstreet report on your company.

Credit Application Charge Form

I agree to be liable for the annual **\$200** landfill credit application fee and the total of \$ 300.00 for 1 trucks (**\$100.00 per vehicle**) as specified on page 1 of this agreement. I understand that application fees are not refundable nor are the permits transferrable. In addition, I am aware these charges will appear on my monthly statement and if these charges are not paid within 30 days, the above permits will be revoked.

Signature: _____

Date: _____

Print or Type Name: _____

Note: Charges and payments will appear on your monthly statement.

Initial: KM

**CITY OF ALBANY LANDFILL
LANDFILL PERMIT APPLICATION: 2024**

Rider Form – November 1, 2003

I agree to be liable for all late charges at an interest rate of 1.5% compounded monthly for all charges credited to this account for more than 30 days. I understand that alternate payment terms may be enforced due to non-payment, poor credit rating or in the case of a new customer.

I understand that failure to remit all charges credited to my landfill account more than sixty (60) days will result in revocation of this permit.

In the event of any dispute regarding this account, including but limited to failure to pay an invoice on time, I agree that a lawsuit may be commenced by certified mail, return receipt requested at the address listed in the application form and that a service of a summons and or complaint by such method shall constitute good and proper service of process or any other lawful means.

Signature: Keith Moree

Date: 2/26/24

Print or Type Name: Keith Moree

Initial: KM

**CITY OF ALBANY LANDFILL
LANDFILL PERMIT APPLICATION: 2024**

Recycling Compliance & Reporting

As a commercial waste hauler (hauler) working within the Capital Region Solid Waste Planning unit and as a condition of this permit, I agree to the following conditions:

1. The hauler shall have recycling collection services available to all residential, industrial and commercial waste generators under contract. The scope of these services shall include items listed in section 313-16 of the municipal code of the City of Albany and page 5 of this agreement.
2. The City of Albany shall initiate random waste inspections to assess compliance with local recycling ordinances. Because of such inspections, the city will identify specific waste deliveries that are deemed non-compliant and will initiate code enforcement action against the generator. The hauler will assist the city in the code enforcement action by disclosing the name, address and telephone number of commercial or residential generator(s) associated with that specific non-compliant delivery. Generator disclosure shall be provided by the hauler within five business days of the request.
3. In accordance with section 313-16, the city will allow for up to 180 days for the generator to become in compliance. Should the generator fail to comply and because of the city's assessment, the generator may be subject to fines outlined in local ordinance (up to \$325 fine).
4. The city shall provide to the hauler a standard recycling guide for distribution to all customers. Hauler shall distribute guide to all generators within 30 days of receipt. The hauler shall provide guide to all future generators. Copy of hauler recycling guide is attached.
5. Should fugitive wastes be detected in specific waste delivery and those materials are subject to an additional service fee or fine, the hauler agrees to payment of that service fee/fine and will make every reasonable effort to pass that cost to the individual generator responsible for the fugitive wastes. Fugitive wastes may include both the unacceptable materials list and recycling list (pages 4 & 5). Specific fees are posted at the scale house and are subject to change with five (5) business day written notice.
6. Hauler agrees to provide a quarterly summary report documenting the type, tonnage and the municipality of origin of all wastes (including materials diverted for recycling).

Signature: 

Date: 2/26/24

Print or Type Name: Keith Moreau

Initial: KM



Resolution No. 2024 - 96

A RESOLUTION REMITTING DONATIONS ACCEPTED BY RESOLUTION NO. 2023-285 TO THE SCHENECTADY COUNTY HISTORICAL SOCIETY

The following resolution was offered by **Supervisor Puccioni** who moved its adoption, and seconded by

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

WHEREAS, Town resident, Roger Griffin, recently passed away and in his memory and honor his family graciously requested for those interested to make donations to the Towns' Historic Committee, and this Town Board accepted those donations by Resolution No. 2023-285; and

WHEREAS, the Mr. Griffin's family now requests that those donations be remitted to the Schenectady County Historical Society for a particular project; and

WHEREAS, the Finance and General Government Committee recommends remitting such donations to honor the late Roger Griffin.

NOW THEREFORE, be it

RESOLVED, that this Town Board does hereby agrees to remit the \$350.00 in donations accepted by the Town by Resolution 2023-285 to the Schenectady County Historical Society in honor of the late Roger Griffin.



Resolution No. 2024 - 97

A RESOLUTION AUTHORIZING CERTAIN BUDGETARY MODIFICATIONS

The following resolution was offered by **Supervisor Puccioni**, 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 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 Town Comptroller to make transfers of funds as indicated on the sheets attached hereto and made a part hereof.

Budget Modifications
2024

GENERAL FUND

APPROPRIATIONS

		<u>DECREASE</u>	<u>INCREASE</u>	<u>TOTAL</u>
A009730.6000	A00 - B.A.N. - PRINCIPAL		2,673.00	
A009730.7000	A00 - B.A.N. - INTEREST		22,996.20	
A008163.4132	EQUIPMENT MAINTENANCE	4,654.00		
A008163.2000	EQUIPMENT/CAPITAL OUTLAY		4,654.00	
A007020.1150	PERSONAL SERVICES	2,444.00		
A007020.4600	MISCELLANEOUS & CONTRACTUAL		2,444.00	
A001420.1100	PERSONAL SERVICES	530.00		
A001420.4600	MISCELLANEOUS & CONTRACTUAL		530.00	
A008163.4132	EQUIPMENT MAINTENANCE	4,654.00		
A008163.2000	EQUIPMENT/CAPITAL OUTLAY		4,654.00	
A007110.2000	EQUIPMENT/CAPITAL OUTLAY		10,373.65	
A008165.2000	EQUIPMENT/CAPITAL OUTLAY	5,000.00		
A008165.4600	MISCELLANEOUS & CONTRACTUAL		5,000.00	
		<u>17,282.00</u>	<u>53,324.85</u>	<u>36,042.85</u>

REVENUE

A0027.2710.00	PREMIUM ON OBLIGATIONS		1,629.86	
A0050.5031.00	INTERFUND TRANSFERS	1,629.86		
		<u>1,629.86</u>	<u>1,629.86</u>	<u>-</u>

Fund Balance

A00.90900	UNRESERVED FUND BALANCE	36,042.85		
		<u>36,042.85</u>	<u>-</u>	<u>(36,042.85)</u>

-

HIGHWAY FUND

REVENUE

D0027.2710.00	PREMIUM ON OBLIGATIONS		9,198.58	
D0050.5031.00	INTERFUND TRANSFERS	9,198.58		
		<u>9,198.58</u>	<u>9,198.58</u>	<u>-</u>

-

Budget Modifications
2024

SEWER DIST. 1

APPROPRIATIONS

		<u>DECREASE</u>	<u>INCREASE</u>	<u>TOTAL</u>
S019730.6000	S01 - B.A.N. - PRINCIPAL		138.98	
S019730.7000	S01 - B.A.N. - INTEREST		6,665.76	
		-	6,804.74	6,804.74

REVENUE

S0127.2710.00	PREMIUM ON OBLIGATIONS		321.56	
S0150.5031.00	INTERFUND TRANSFERS	321.56		
		321.56	321.56	-

Fund Balance

S01.90900	UNRESERVED FUND BALANCE	6,804.74		
		6,804.74	-	(6,804.74)

-

SEWER DIST. 6

APPROPRIATIONS

		<u>DECREASE</u>	<u>INCREASE</u>	<u>TOTAL</u>
S069730.6000	S06 - B.A.N. - PRINCIPAL		498.98	
S069730.7000	S06 - B.A.N. - INTEREST		17,702.05	
		-	18,201.03	18,201.03

REVENUE

S0627.2710.00	PREMIUM ON OBLIGATIONS		950.92	
S0650.5031.00	INTERFUND TRANSFERS	950.92		
		950.92	950.92	-

Fund Balance

S06.90900	UNRESERVED FUND BALANCE	18,201.03		
		18,201.03	-	(18,201.03)

-

Budget Modifications
2024

WATER DISTRICT 1

REVENUE

W0127.2710.00	PREMIUM ON OBLIGATIONS	18,850.08	
W0150.5031.00	INTERFUND TRANSFERS	18,850.08	
		18,850.08	18,850.08
			-

CAPITAL PROJECTS

<u>APPROPRIATIONS</u>		<u>DECREASE</u>	<u>INCREASE</u>
H559950.9000	INTERFUND TRANSFERS		3,060.86
H569950.9000	INTERFUND TRANSFERS		2,216.37
H579950.9000	INTERFUND TRANSFERS		482.04
H589950.9000	INTERFUND TRANSFERS		1,147.82
H599950.9000	INTERFUND TRANSFERS		8,008.24
H689950.9000	INTERFUND TRANSFERS		3,921.35
H699950.9000	INTERFUND TRANSFERS		573.64
H709950.9000	INTERFUND TRANSFERS		234.76
H719950.9000	INTERFUND TRANSFERS		214.05
H729950.9000	INTERFUND TRANSFERS		385.28
H739950.9000	INTERFUND TRANSFERS		4,695.15
H859950.9000	INTERFUND TRANSFERS		196.11
H869950.9000	INTERFUND TRANSFERS		601.34
H879950.9000	INTERFUND TRANSFERS		591.59
H899950.9000	INTERFUND TRANSFERS		4,622.40
		-	30,951.00

Revenue

H5550-5031.00	INTERFUND TRANSFERS	3,060.86	
H5650-5031.00	INTERFUND TRANSFERS	2,216.37	
H5750-5031.00	INTERFUND TRANSFERS	482.04	
H5850-5031.00	INTERFUND TRANSFERS	1,147.82	
H5950-5031.00	INTERFUND TRANSFERS	8,008.24	
H6850-5031.00	INTERFUND TRANSFERS	3,921.35	
H6950-5031.00	INTERFUND TRANSFERS	573.64	
H7050-5031.00	INTERFUND TRANSFERS	234.76	
H7150-5031.00	INTERFUND TRANSFERS	214.05	
H7250-5031.00	INTERFUND TRANSFERS	385.28	
H7350-5031.00	INTERFUND TRANSFERS	4,695.15	
H8550-5031.00	INTERFUND TRANSFERS	196.11	
H869950.9000	INTERFUND TRANSFERS	601.34	
H879950.9000	INTERFUND TRANSFERS	591.59	
H899950.9000	INTERFUND TRANSFERS	4,622.40	
		30,951.00	(30,951.00)



Resolution No. 2024 – 98

A RESOLUTION AWARDING CONTRACTS FOR MATERIALS AND SERVICES USED BY THE HIGHWAY DEPARTMENT IN ITS PAVING OPERATIONS FOR 2024

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 Town, by Resolution No. 2023-98 awarded contracts for the purchase of materials and services used by the Highway Department in its paving operations for 2024; and

WHEREAS, the Superintendent of Highways has advised that said contractors who were awarded the contracts via Resolution No. 2023-98 are willing to rollover the same quoted prices under the 2023 contract for 2024, as allowed per the 2023 bid documents, and recommends accepting the rollover bids for 2024 operations; and

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

NOW, THEREFORE, be it

RESOLVED, that this Town Board does hereby authorize the Superintendent of Highways to purchase the materials and services from the companies identified on the sheets attached hereto and made a part hereof, as rollover bids from the 2023 contract award, for use by the Highway Department in its paving operations during 2024.

FOB/ in Pl. call



TOWN OF NISKAYUNA HIGHWAY DEPARTMENT

1040 WTRY RD.
NISKAYUNA, NEW YORK 12309-4381

RAY SMITH
SUPERINTENDENT OF HIGHWAYS
PARKS, BUILDINGS, GROUNDS

(518) 785-9753
FAX: (518) 785-3472

BID PRICE EXTENSIONS

January 12, 2024

To whom it may concern:

When your company submitted a bid for the 2023-25 paving, FOB, In Place, Grinding Sam-Sami, Calcium Emulsion and Surface Treatments to the Town of Niskayuna your company was awarded the bid. There is a clause in the terms of the agreement stating that with the Superintendent of Highway's approval and your companies approval, the Town Board has the right to extend the bid price(s) up to 2 additional 12 month periods.

At this time will you agree to extend the bid prices for the an additional 12 month period from Jan 1, 2024 and ending on December 31, 2024?

Attached is a copy of what was awarded to you and the pricing.

Yes we will extend the original bid price for the January 1, 2024 – December 31, 2024 period.

No we will NOT extend the original bid price for the January 1, 2024 – December 31, 2024 period.

Authorized Signature B. Hellwig

Printed Buck Hellwig

Company Callanan Industries

Date 1/25/24

Grinding

BID PRICE EXTENSIONS

January 12, 2024

To whom it may concern:

When your company submitted a bid for the 2023-25 paving, FOB, In Place, Grinding Sam-Sami, Calcium Emulsion and Surface Treatments to the Town of Niskayuna your company was awarded the bid. There is a clause in the terms of the agreement stating that with the Superintendent of Highway's approval and your companies approval, the Town Board has the right to extend the bid price(s) up to 2 additional 12 month periods.

At this time will you agree to extend the bid prices for the an additional 12 month period from Jan 1, 2024 and ending on December 31, 2024?

Attached is a copy of what was awarded to you and the pricing.

Yes we will extend the original bid price for the January 1, 2024 – December 31, 2024 period.

No we will NOT extend the original bid price for the January 1, 2024 – December 31, 2024 period.

Authorized Signature 

Printed Nick Duran

Company Callanan Industries Inc.

Date 2/6/24

TOWN OF NISKAYUNA HIGHWAY DEPARTMENT



1040 WTRY RD.
NISKAYUNA, NEW YORK 12309-4381

RAY SMITH
SUPERINTENDENT OF HIGHWAYS
PARKS, BUILDINGS, GROUNDS

(518) 785-9753
FAX: (518) 785-3472

BID PRICE EXTENSIONS

January 12, 2024

To whom it may concern:

When your company submitted a bid for the 2023-25 paving, FOB, In Place, Grinding Sam-Sami, Calcium Emulsion and Surface Treatments to the Town of Niskayuna your company was awarded the bid. There is a clause in the terms of the agreement stating that with the Superintendent of Highway's approval and your companies approval, the Town Board has the right to extend the bid price(s) up to 2 additional 12 month periods.

At this time will you agree to extend the bid prices for the an additional 12 month period from Jan 1, 2024 and ending on December 31, 2024?

Attached is a copy of what was awarded to you and the pricing.

Yes we will extend the original bid price for the January 1, 2024 – December 31, 2024 period.

No we will NOT extend the original bid price for the January 1, 2024 – December 31, 2024 period.

Authorized Signature

Printed Michael Mastropietro, VP

Company Dolomite Products Company, Inc.

Date 2/5/24

WFS/CB
HMA

TOWN OF NISKAYUNA

HIGHWAY DEPARTMENT



1040 WTRY RD.
NISKAYUNA, NEW YORK 12309-4381

RAY SMITH
SUPERINTENDENT OF HIGHWAYS
PARKS, BUILDINGS, GROUNDS

(518) 785-9753
FAX: (518) 785-3472

BID PRICE EXTENSIONS

January 12, 2024

To whom it may concern:

When your company submitted a bid for the 2023-25 paving, FOB, In Place, Grinding Sam-Sami, Calcium Emulsion and Surface Treatments to the Town of Niskayuna your company was awarded the bid. There is a clause in the terms of the agreement stating that with the Superintendent of Highway's approval and your companies approval, the Town Board has the right to extend the bid price(s) up to 2 additional 12 month periods.

At this time will you agree to extend the bid prices for the an additional 12 month period from Jan 1, 2024 and ending on December 31, 2024?

Attached is a copy of what was awarded to you and the pricing.

Yes we will extend the original bid price for the January 1, 2024 – December 31, 2024 period.

No we will NOT extend the original bid price for the January 1, 2024 – December 31, 2024 period.

Authorized Signature *Thomas F. Schillingen*

Printed Thomas F. Schillingen

Company HMA Contracting Corporation

Date 1/23/2024

TOWN OF NISKAYUNA HIGHWAY DEPARTMENT



1040 WTRY RD.
NISKAYUNA, NEW YORK 12309-4381

RAY SMITH
SUPERINTENDENT OF HIGHWAYS
PARKS, BUILDINGS, GROUNDS

(518) 785-9753
FAX: (518) 785-3472

BID PRICE EXTENSIONS

January 12, 2024

To whom it may concern:

When your company submitted a bid for the 2023-25 paving, FOB, In Place, Grinding Sam-Sami, Calcium Emulsion and Surface Treatments to the Town of Niskayuna your company was awarded the bid. There is a clause in the terms of the agreement stating that with the Superintendent of Highway's approval and your companies approval, the Town Board has the right to extend the bid price(s) up to 2 additional 12 month periods.

Miller

At this time will you agree to extend the bid prices for the an additional 12 month period from Jan 1, 2024 and ending on December 31, 2024?

Attached is a copy of what was awarded to you and the pricing.

Yes we will extend the original bid price for the January 1, 2024 – December 31, 2024 period.

No we will NOT extend the original bid price for the January 1, 2024 – December 31, 2024 period.

Authorized Signature *Peter Wizzi III*

Printed Peter Wizzi III

Company Peter Wizzi Bros.

Date 2/13/2024

BASINS/ IN.PI / was

nc

TOWN OF NISKAYUNA

HIGHWAY DEPARTMENT



1040 WTRY RD.
NISKAYUNA, NEW YORK 12309-4381

RAY SMITH
SUPERINTENDENT OF HIGHWAYS
PARKS, BUILDINGS, GROUNDS

(518) 785-9753
FAX: (518) 785-3472

BID PRICE EXTENSIONS

January 12, 2024

To whom it may concern:

When your company submitted a bid for the 2023-25 paving, FOB, In Place, Grinding Sam-Sami, Calcium Emulsion and Surface Treatments to the Town of Niskayuna your company was awarded the bid. There is a clause in the terms of the agreement stating that with the Superintendent of Highway's approval and your companies approval, the Town Board has the right to extend the bid price(s) up to 2 additional 12 month periods.

At this time will you agree to extend the bid prices for the an additional 12 month period from Jan 1, 2024 and ending on December 31, 2024?

Attached is a copy of what was awarded to you and the pricing.

Yes we will extend the original bid price for the January 1, 2024 – December 31, 2024 period.

No we will NOT extend the original bid price for the January 1, 2024 – December 31, 2024 period.

Authorized Signature Steve Radloff

Printed Steve Radloff

Company New Castle Paving, LLC

Date 2/1/24

23-25 Paving Acceptances

Type 6 Top FOB

Callanan Ind.Inc.(patterson)	\$63.95 ton
Dolomite Products	\$64.95 ton
Callanan Ind Inc.(water)	\$65.95 ton

Type 7 Top FOB

Callanan Ind.Inc.(patterson)	\$67.45 ton
Dolomite Products	\$68.95 ton
Callanan Ind Inc.(water)	\$69.45 ton

Type 3 Dense Binder FOB

Callanan Ind.Inc.(patterson)	\$59.95 ton
Dolomite Products	\$60.95 ton
Callanan Ind Inc.(water)	\$61.95 ton

Type 4 Reg FOB

Callanan Ind.Inc.(patterson)	\$59.95 ton
Dolomite Products	\$60.95 ton
Callanan Ind Inc.(water)	\$61.95 ton

In Place Item 1 Finish Course Type 6 top

Callanan Industries	\$77.21 ton
Alt. New Castle Paving	\$79.12 ton

In Place Item 2 Finish Course Type 7 top

Callanan Ind.	\$80.21 ton
Alt. New Castle Paving	\$81.76 ton

In Place Item 3 Base Course Type 3 dense

New Castle Paving	\$70.92 ton
Alt. Callanan Ind.	\$72.21 ton

In Place Item 4 Tack Coat .05-10 sq/yd

New Castle Asphalt	\$.44 sq/yd
Callanan Industries	\$.60 sq/yd

23-25 Paving Acceptances

In Place Item 5	0-40 tons per day		
		Luizzi Bros. Cont.	\$220.00 ton
Alt.		HMA Cont. Corp	\$234.59 ton
In Place Item 5	41-80 tons per day		
		HMA Cont. Corp.	\$200.63 ton
Alt.		Luizzi Bros Cont.	\$210.00 ton
In Place Item 5	81-120 tons per day		
		New Castle Asphalt	\$200.00 ton
Alt.		Luizzi Bros.	\$200.00 ton
In Place Item 5	121+ tons per day		
		Luizzi Bros.	\$190.00 ton
Alt.		New Castle Paving	\$200.00 ton
Catch Basin Raising			
		Luizzi Bros.	\$800.00 each
Alt.		New Castle Paving	\$1300.00 each
Catch Basin Repairing			
		Luizzi Bros.	\$1200.00 each
Alt.		HMA Cont. Corp.	\$2100.00 each
W&S Item 6	4" Depth patch		
		New Castle Paving	\$50.00 s/y
Alt.		HMA Cont. Corp.	\$54.00 s/y
W&S Item 7	6" Depth patch		
		New Castle Paving	\$60.00 s/y
Alt.		HMA Cont. Corp.	\$67.00 s/y
W&S Item 8	8" Depth patch		
		New Castle Paving	\$90.00 s/y
Alt.		Luizzi Bros.	\$95.00 s/y
W&S Item 9	Excavate, tamp, saw cut, tack coat 4" Depth		
		HMA Contracting	\$73.00 s/y
Alt.		Callanan Ind.	\$98.00 s/y

23-25 Paving Acceptances

W&S Item 10 Excavate, tamp, saw cut, tack coat 6" Depth

HMA Cont. Corp	\$82.00 s/y
Alt. Luizzi Bros.	\$110.00 s/y

W&S Item 11 Excavate, tamp, saw cut, tack coat 8" Depth

HMA Cont. Corp.	\$108.00 s/y
Alt. Luizzi Bros	\$120.00 s/y

Fiber-Reinforced Bituminous-Membrane Surface Treatment

Gorman Brothers for all yards

(Sami) Fiber Mat

1-5,000	\$5.95 s/y
5,001-10,000	\$5.55 s/y
10,001-20,000	\$4.55 s/y
20,001-40,000	\$4.10 s/y
40,000+	\$3.55 s/y

Gorman Brothers for all yards

(Sam) Fiber Seal

1-5,000	\$5.95 s/y
5,001-10,000	\$5.55 s/y
10,001-20,000	\$4.55 s/y
20,001-40,000	\$4.10 s/y
40,000+	\$3.55 s/y

Traffic Control

\$.55 s/y if needed

Power Broom/Operator

\$.55 s/y

23-25 Paving Acceptances

Grinding

Gorman Bros Inc.

Item 1 All utilities/no overhead, avg. 13 underground crossings

Up to 8" recycle \$4.00 s/y

Greater 8" recycle \$4.25 s/y

Up to 8" recycle/shape/compact \$5.00 s/y

Greater 8" recycle/shape/compact \$5.15 s/y

Item 2 tel/cable/elec on poles avg. 8 underground crossings

Up to 8" recycle \$3.00 s/y

Greater 8" recycle \$3.25 s/y

Up to 8" recycle/shape/compact \$4.00 s/y

Greater 8" recycle/shape/compact \$4.15 s/y

Item 3 No underground utilities

Up to 8" recycle \$2.00 s/y

Greater 8" recycle \$2.25 s/y

Up to 8" recycle/shape/compact \$3.00 s/y

Greater 8" recycle/shape/compact \$3.15 s/y

Item 4 Recycle/shape/compact up to 2" bike path
Avg. Width 9" S(syd)

\$4.50 s/y

Asphalt Emulsion per gallon

\$4.00 gal

Liquid Calcium per gallon

\$1.75 gal

23-25 Paving Acceptances

Callanan Industries Inc.
P.O. Box 1509771
Albany, NY 12212
518-374-2222

Dolomite Products
PO Box 15097
Albany, NY 12212
518-374-2222

HMA Contracting Inc.
P.O. Box 151
Mechanicville, NY 12118
518-664-1014

Luizzi Bros. Inc.
49 Railroad Ave
Albany NY 12205
518-482-8954

Gorman Brothers Inc
200 Church Street
Albany, NY 12202
518-462-5401

New Castle Asphalt
159 Brick Church Rd
Troy, NY 12180
518-275-0226

DRAFT



Resolution No. 2024 - 99

**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, in 2022 the invitations to bid this project resulted in the contract being awarded to the lowest bidders complying with Town specifications, with the option of two (2) one-year renewal periods; and

WHEREAS, the Superintendent of Highways recommends exercising the renewal option for the year 2024; and

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

NOW THEREFORE, be it

RESOLVED, that this Town Board does hereby accept a one-year renewal for the bids received in 2022 for mowing and trimming services at Baker Avenue Park, as had been set forth in the invitation to bid, and as shown on the attached sheet for the 2024 fiscal year; and be it

FURTHER RESOLVED, that the Superintendent of Highways is authorized to retain services from the previously successful bidder who has agreed to extend their prices for an additional one (1) year period.



TOWN OF NISKAYUNA

HIGHWAY DEPARTMENT

1040 WTRY RD.
NISKAYUNA, NEW YORK 12309-4381

RAY SMITH
SUPERINTENDENT OF HIGHWAYS
PARKS, BUILDINGS, GROUNDS

(518) 785-9753
FAX: (518) 785-3472

BID PRICE EXTENSIONS

January 18, 2024

To whom it may concern:

When your company submitted a bid for the 2023-25 Mowing and Maintaining of Baker Ave Park to the Town of Niskayuna your company was awarded the bid. There is a clause in the terms of the agreement stating that with the Superintendent of Highway's approval and your companies approval, the Town Board has the right to extend the bid price(s) up to 2 additional 12 month periods.

At this time will you agree to extend the bid prices for the an additional 12 month period from Jan 1, 2024 and ending on December 31, 2024?

Attached is a copy of what was awarded to you and the pricing.

Yes we will extend the original bid price for the January 1, 2024 – December 31, 2024 period.

No we will NOT extend the original bid price for the January 1, 2024 – December 31, 2024 period.

Authorized Signature

Patrick J. Kelly

Printed

PATRICK J KELLY

Company

MULLIGAN MOWING & MAINT

Date

1/31/24

ITEM VIII - BID SHEET

2022 Mowing and Maintenance of Baker Avenue Park in Niskayuna, N.Y.

The Contractor shall complete the following mowing schedule at Baker Avenue Park on the following schedule:

Spring clean-up done on or about April 1st (weather permitting) \$ 600

Additional Spring clean-up, if needed, on or about April 15th (upon Town approval) \$ TBD*

May - mow, weed wack & rake/clean-up clippings (4 times-weekly 5/2, 5/9, 5/16, 5/23) at a cost of \$ 175 per week for a total of \$ 700 for the month

June - mow, weed wack & rake/clean-up clippings (5 times-weekly 5/30, 6/6, 6/13, 6/20, 6/27) at a cost of \$ 175 per week for a total of \$ 875 for the month

July - mow, weed wack & rake/clean-up clippings (4 times-weekly 7/4, 7/11, 7/18, 7/25) at a cost of \$ 175 per week for a total of \$ 700 for the month

August - mow, weed wack & rake/clean-up clippings (5 times-weekly 8/1, 8/8, 8/15, 8/22, 8/29) at a cost of \$ 175 per week for a total of \$ 875 for the month

September - mow, weed wack & rake/clean-up clippings (4 times-weekly 9/5, 9/12, 9/19, 9/26) at a cost of \$ 175 per week for a total of \$ 700 for the month

Fall clean-up done on or about October 5th (weather permitting) \$ 600

Additional fall clean up, if needed, in November (upon Town approval) \$ 600

Any additional mowings shall be \$ 175 per mow which will also include the weed wacking and removal of clippings.

* Any additional work above and beyond the aforementioned shall be priced out accordingly with a written quote and must be authorized by the appropriate Town official or employee prior to performance of the work.

Company Name MULLIGAN MOWING & MTCE

Address 1603 BAKER AVE NISKAYUNA

Contact Person PAT KELLY

Telephone Number 518.791.2855

Authorized Signature Patrick J. Kelly



Resolution No. 2024 - 100

A RESOLUTION AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION

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

WHEREAS, the Coordinator of Community Programs has advised that the Town may be eligible for financial assistance for certain programs throughout the Town through the Schenectady County Initiative Program; and

WHEREAS, the Transportation and Community Programs Committee recommends that applications be made for participation in the grant program.

NOW THEREFORE, be it

RESOLVED, that this Town Board does hereby authorize the Supervisor to execute and submit a grant application for programs involving the Town's summer concert series at the Town Hall gazebo to the Schenectady County Initiative Program.



Resolution No. 2024 - 101

A RESOLUTION ACCEPTING PARCELS OF LAND AND ACCESS EASEMENTS AND AUTHORIZING THE SUPERVISOR TO EXECUTE A MAINTENANCE AGREEMENT

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, the Planning Board of the Town of Niskayuna by Resolution No. 2024-05 has recommended that the Town accept two parcels of land, accept three access easements and enter into a maintenance agreement with Ryan Lucey, Trustee of the RPL Family Trust, as a condition of the granting final subdivision approval on February 12, 2024 for the subdivision plat entitled, "River Road Subdivision, Town of Niskayuna, Schenectady County, NY" by Engineering Ventures, PC dated 3/7/2024; and

WHEREAS, Ryan Lucey, Trustee of the RPL Family Trust, and present owner of the three lot subdivision at 2890 River Road, has offered the Town two parcels of land to assist with public access to River Road Park, possible future stormwater management for the neighborhood area, and installation and maintenance of underground utilities, and has offered three access easements and has agreed to enter into a maintenance agreement with the Town for the maintenance of the proposed stormwater management infrastructure on said properties; and

WHEREAS, the Economic Development, Historic Preservation, and Environmental Conservation Committee has recommended the acceptance of this land and easements 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 final subdivision.

NOW THEREFORE, be it

RESOLVED, that this Town Board does hereby accept two areas labeled on the attached subdivision plat as Area 1 (+/- 83,453 SF) and Area 2 (+/- 3,592 SF), and a copy of such deeds attached hereto and made a part hereof; with the condition that the language for such conveyances shall be approved by the Town Attorney and filed in the Schenectady County recorder's office at the applicant's expense; and be it

FURTHER RESOLVED that this Town Board does hereby accept three access easements to the stormwater management areas as outlined in the attached subdivision plat, a draft copy of such easement annexed hereto; with the condition that the language for such

easements shall be approved by the Town Attorney and filed in the Schenectady County recorder's office at the applicant's expense; 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 Ryan Lucey, to ensure maintenance of storm water systems on each of the subdivision plat lots, a copy of such maintenance agreement annexed hereto and made a part hereof; with the condition that the language for such maintenance agreement shall be approved by the Town Attorney and filed in the Schenectady County recorder's office at the applicant's expense.

DRAFT

SURVEY NOTES

- EXISTING PHYSICAL FEATURES, BOUNDARIES, AND TOPOGRAPHY SHOWN HEREIN ARE BASED OFF A PLAN ENTITLED "SURVEY LANDS OF RPL FAMILY TRUST #2890 RIVER ROAD", PREPARED BY OLBERT VANIGLER LAND SURVEYOR, PLLC AND DATED DECEMBER 01, 2022.
- BEARINGS AND DISTANCES FOR NEW LOT LINES SHOWN HEREIN ARE BASED OFF A PLAN ENTITLED "SUBDIVISION OF LANDS OF RPL FAMILY TRUST #2890 RIVER ROAD", PREPARED BY OLBERT VANIGLER LAND SURVEYOR, PLLC AND DATED FEBRUARY 1, 2024.
- CONTAIN INTERNAL DISTANCES HEREIN IS TWO (2) FEET.
- UTILITIES SHOWN DO NOT PURPORT TO CONSTITUTE OR REPRESENT ALL UTILITIES LOCATED UPON OR ADJACENT TO THE SURVEYED PREMISES. EXISTING UTILITIES SHOWN ON THE PLANS WERE TAKEN FROM FIELD OBSERVATIONS OF VISIBLE UTILITIES AND PREVIOUS MAPS AND RECORD UTILITY DRAWINGS AND NOT GUARANTEED TO BE ACCURATE OR COMPLETE.

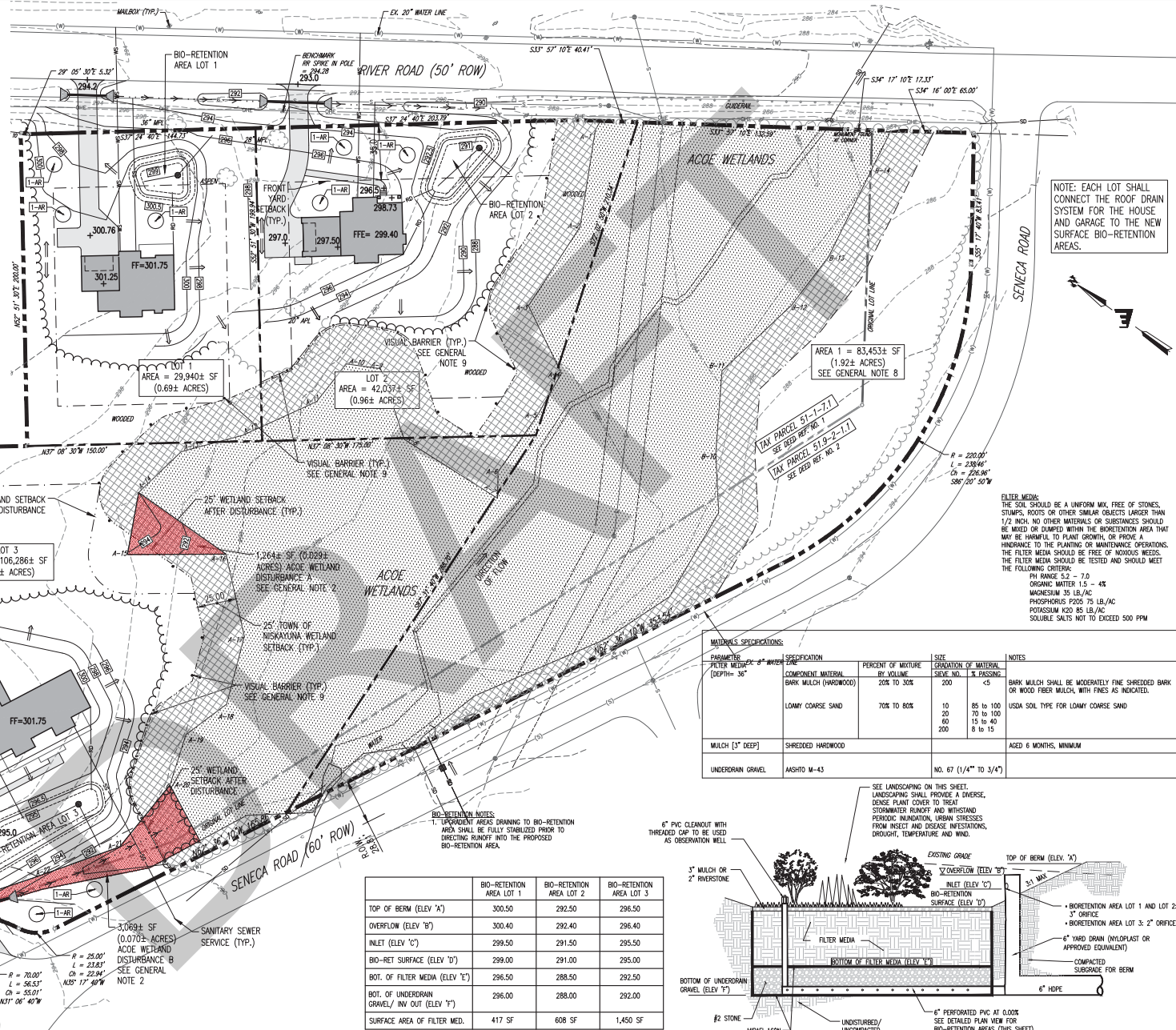
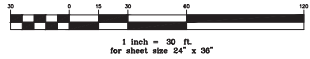
DEED REFERENCES:
 1. CONVEYANCE TO RPL FAMILY TRUST, RYAN LUCY AS TRUSTEE BY DEED DATED NOVEMBER 7, 2022 AND RECORDED IN THE SENECA COUNTY CLERK'S OFFICE IN BOOK 2097 OF DEEDS AT PAGE 644.
 2. CONVEYANCE TO RYAN P. LUCY BY DEED DATED AUGUST 26, 2023 AND RECORDED IN THE SENECA COUNTY CLERK'S OFFICE IN BOOK 2119 OF DEEDS AT PAGE 5.

MAP REFERENCES:
 1. MAP ENTITLED "SENECA MINOR SECTION II AMENDED", DATED JUNE 19, 2002, LAST REVISED 9/13/04, PREPARED BY C.T. MALE ASSOCIATES, P.C. AND FILED IN THE SENECA COUNTY CLERK'S OFFICE AS MAP K-328.

LANDSCAPING SCHEDULE

SYMBOL	BOTANICAL SPECIES NAME	COMMON NAME	QTY	SIZE/COMMENTS
AR	ACER RUBRUM	RED MAPLE	10	2.5" CALIPER
TP	THIAJA PLICATA	GREEN GANT ARBORVITAE	15	4"-5" HEIGHT

GRAPHIC SCALE



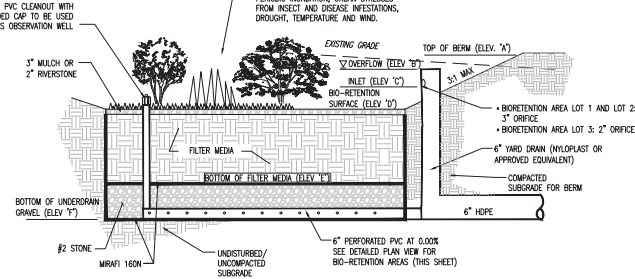
NOTE: EACH LOT SHALL CONNECT THE ROOF DRAIN SYSTEM FOR THE HOUSE AND GARAGE TO THE NEW SURFACE BIO-RETENTION AREAS.

MATERIAL SPECIFICATIONS

PARAMETER	SPECIFICATION	PERCENT OF MIXTURE BY VOLUME	SIZE	NOTES
FILTER MEDIA (3" DEEP)	BARK MULCH (HARDWOOD)	20% TO 30%	200	5
	LOAMY COARSE SAND	70% TO 80%	10 20 60 200	10 to 100 70 to 100 15 to 40 8 to 15
MULCH (3" DEEP)	SHIPPED HARDWOOD			AGED 6 MONTHS, MINIMUM
UNDERDRAIN GRAVEL	ASHDQ M-43		NO. 67 (1/4" TO 3/4")	

BIO-RETENTION NOTES:
 1. URGENT AREAS DRAINING TO BIO-RETENTION AREA SHALL BE FULLY STABILIZED PRIOR TO DIRECTING RUNOFF INTO THE PROPOSED BIO-RETENTION AREA.

	BIO-RETENTION AREA LOT 1	BIO-RETENTION AREA LOT 2	BIO-RETENTION AREA LOT 3
TOP OF BERM (ELEV 'A')	300.50	292.50	296.50
OVERFLOW (ELEV 'B')	300.40	292.40	296.40
INLET (ELEV 'C')	299.50	291.50	295.50
BIO-RET SURFACE (ELEV 'D')	299.00	291.00	295.00
BOT. OF FILTER MEDIA (ELEV 'E')	296.50	288.50	292.50
BOT. OF UNDERDRAIN GRAVEL/ INV OUT (ELEV 'F')	296.00	288.00	292.00
SURFACE AREA OF FILTER MED.	417 SF	608 SF	1,450 SF



BIO-RETENTION AREA SECTION VIEW DETAIL

NOT TO SCALE

KEVIN WALSH, PLANNING BOARD CHAIRMAN
 MATTHEW YETTO, TOWN ENGINEER

ENGINEERING VENTURES PC
 2807 Park Avenue, Suite 2A, Monticello, NY 12548 • (845) 884-3321
 6 Malcolm Street, 3rd Floor, Monticello, NY 12548 • (845) 884-3321
 4142 Route 9W, Monticello, NY 12548 • (845) 884-3321
 www.engineeringventures.com

MINOR SUBDIVISION PLAN (2 OF 2)
RIVER ROAD SUBDIVISION
 TOWN OF NISKAYUNA, SENECA COUNTY, NY

Sheet No: 22102
 E.V. Project # 22102
 Drawn By: MAB
 Checked By: MAB
 Scale: AS NOTED
 Date: 9/10/24

C102

Warranty Deed

THIS INDENTURE made this day of _____ 2024.

BETWEEN: **RPL FAMILY TRUST, RYAN LUCEY AS TRUSTEE,** with an address of 2505 Whamer Lane, Schenectady, New York 12309

Party of the first part and

TOWN OF NISKAYUNA, a municipal corporation with offices at One Niskayuna Circle, Niskayuna, New York 12309

Party of the second part,

WITNESSETH, that the party of the first part, in consideration of One and 00/100 Dollar (\$1.00) lawful money of the United States, and other good and valuable consideration, paid by the party of the second part, does hereby remise, release and quit-claim unto the party of the second part, his heirs and assigns forever,

SEE SCHEDULE "A" ATTACHED HERETO

BEING a portion of the same premises conveyed to RPL Family Trust, Ryan Lucey as Trustee by Deed from 2890 River Rd, Land Trust, Jeremy Van Worner as Trustee dated November 7, 2022 and recorded on November 28, 2022 on the Schenectady County Clerk's Office in Book 2097 at page 644.

The lands described herein, consisting of approximately 3,592 square feet of land, and shall be designated as a "forever wild" parcel. This parcel shall be maintained in its open, natural, and undisturbed condition, in perpetuity, to preserve and protect plant and wildlife habitats and the environmental process that supports them, all of which exist on this parcel as of the date of this conveyance.

To ensure its open and natural character, the following provisions shall govern the use of this "forever wild" parcel:

1. There shall be no residential, commercial, or industrial use permitted of any kind; and
2. Excluding installation and maintenance of underground utilities and maintenance and improvements to the existing public multi-use path, no structures, roadways, or improvements temporary or permanent, may be located or place on this parcel;

3. This parcel and the existing pathway shall remain in its current configuration, without subdivision, partition, modification or division; and
4. No other use or activity shall be permitted which would impair or interfere with the conservation purposes intended for this parcel to remain forever wild.

THE PARTIES agree that the terms, conditions, restrictions, and covenants contained herein shall be binding upon the party of the second part, their agents, assigns and all other successors in interest to this parcel, and shall be permanent terms, conditions, restrictions, covenants, and servitudes running with and perpetually binding this parcel of land.

THIS CONVEYANCE is made and accepted subject to all covenants, conditions, easements, and restrictions of record, if any, in the chain of title and affecting said premises.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises granted unto the party of the second part, his heirs and assigns forever.

AND said party of the first part covenants as follows:

FIRST, that the party of the second part shall quietly enjoy the premises;

SECOND, that said party of the first part will forever Warrant the title to said premises;

THIRD, that, in Compliance with Sec. 13 of the Lien Law, the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvements before using any part of the total of the same for any other purpose.

The above referenced conveyance is intended to convey a parcel of land to be dedicated to the Town of Niskayuna for conservation purposes as part of the 2890 River Road Minor Subdivision in the Town of Niskayuna, New York.

IN WITNESS WHEREOF, the party of the first part have hereunto set his hand and seal the day and year first above written.

RPL FAMILY TRUST

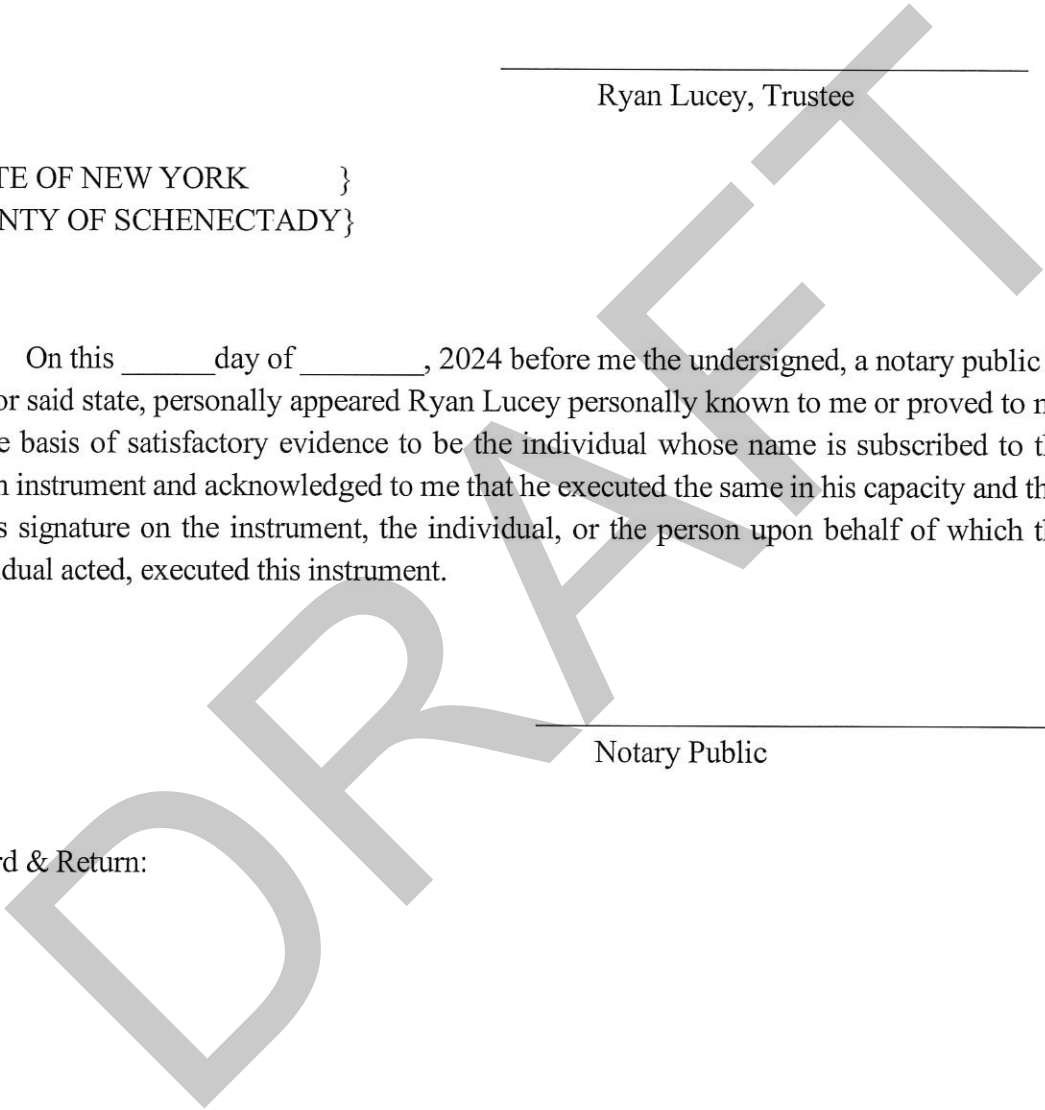
Ryan Lucey, Trustee

STATE OF NEW YORK }
COUNTY OF SCHENECTADY}

On this _____ day of _____, 2024 before me the undersigned, a notary public in and for said state, personally appeared Ryan Lucey 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 this instrument.

Notary Public

Record & Return:



Gilbert VanGuilder
Land Surveyor, PLLC
988 Route 146, Clifton Park, NY 12065
383-0634
FAX 371-8437

Members:

Robert A. Wilklow, PLS
Kevin H. Weed, PLS

March 12, 2024

SUGGESTED DESCRIPTION
AREA 2
RIVER ROAD SUBDIVISION

All that certain tract, piece or parcel of land situate in the Town of Niskayuna, County of Schenectady, State of New York lying along the northwesterly of Seneca Road, being designated as Area 2 as shown on a map entitled, "River Road Subdivision" dated March 7, 2024 prepared by Engineering Ventures, PC and filed in the Schenectady County Clerk's Office as Map Number _____, being further bounded and described as follows:

Commencing at the point of intersection of the common division line between Lot 3 to the southeast and lands of Bonanno as described in Book 1993 of Deeds at Page 47 to the northwest with the northeasterly line of lands of Seneca Road, all as shown on said filed map, thence North 54° 15' 10" West, 5.20 feet to the point of beginning, thence from said point of beginning along the northeasterly line of said lands of Bonanno, North 54° 15' 10" West, 80.50 feet to the point of intersection of said northeasterly line with the southerly line of lands of the Town of Niskayuna as described in Book 1318 of Deeds at Page 211, thence along said southerly line, North 52° 51' 30" East, 68.01 feet to the point of intersection of said southerly line with the southwesterly line of Lot 3 as shown on said filed map, thence along the southwesterly, westerly, and northwesterly lines of said Lot 3 the following three (3) courses: 1.) South 37° 08' 30" East, 35.00 feet to a point, thence 2.) South 01° 38' 40" West, 48.24 feet to a point, thence 3.) South 35° 44' 50" West, 14.76 feet to the point of beginning and containing 3,592± square feet of land.

Kevin Weed
PLS 51,005

Warranty Deed

THIS INDENTURE made this _____ day of _____ 2024.

BETWEEN: RYAN P. LUCEY, an individual residing at 2505 Whamer Lane, Schenectady, New York 12309 and RPL FAMILY TRUST, RYAN LUCEY AS TRUSTEE, with an address of 2505 Whamer Lane, Schenectady, New York 12309

Parties of the first part and

TOWN OF NISKAYUNA, a municipal corporation with offices at One Niskayuna Circle, Niskayuna, New York 12309

Party of the second part,

WITNESSETH, that the party of the first part, in consideration of One and 00/100 Dollar (\$1.00) lawful money of the United States, and other good and valuable consideration, paid by the party of the second part, does hereby remise, release and quit-claim unto the party of the second part, his heirs and assigns forever,

SEE SCHEDULE "A" ATTACHED HERETO

BEING a portion of the same premises conveyed to Ryan P. Lucy by Deed from Michael A. Mastropietro and Mary Mastropietro dated August 28, 2023 and recorded on November 2, 2023 in the Schenectady County Clerk's Office in Book 2119 at Page 5 and a portion of the same premises conveyed to RPL Family Trust, Ryan Lucey as Trustee by Deed from 2890 River Rd, Land Trust, Jeremy Van Worner as Trustee dated November 7, 2022 and recorded on November 28, 2022 on the Schenectady County Clerk's Office in Book 2097 at page 644.

The lands described herein, consisting of approximately 1.92 acres, and shall be designated as a "forever wild" parcel. This parcel shall be maintained in its open, natural, and undisturbed condition, in perpetuity, to preserve and protect plant and wildlife habitats and the environmental process that supports them, all of which exist on this parcel as of the date of this conveyance.

To ensure its open and natural character, the following provisions shall govern the use of this "forever wild" parcel:

1. There shall be no residential, commercial, or industrial use permitted of any kind; and

2. Excluding installation and maintenance of underground utilities and maintenance of any above or below ground stormwater management systems, including appropriate and permitted stream channel alterations, no structures, roadways, or improvements temporary or permanent, may be located or place on this parcel;
3. This land shall remain in its current configuration, without subdivision, partition, division, or further modification of any kind; and
4. Subject to the right of the party of the second part to maintain and locate new and existing underground utilities on the parcel and to provide for proper drainage of water through and off the parcel for the benefit of the parcel and the surrounding Seneca Road neighborhood, no other use or activity shall be permitted which would impair or interfere with the conservation purposes intended for this parcel to remain forever wild.

THE PARTIES agree that the terms, conditions, restrictions, and covenants contained herein shall be binding upon the party of the second part, their agents, assigns and all other successors in interest to this parcel, and shall be permanent terms, conditions, restrictions, covenants, and servitudes running with and perpetually binding this parcel of land.

THIS CONVEYANCE is made and accepted subject to all covenants, conditions, easements, and restrictions of record, if any, in the chain of title and affecting said premises.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises granted unto the party of the second part, his heirs and assigns forever.

AND said party of the first part covenants as follows:

FIRST, that the party of the second part shall quietly enjoy the premises;

SECOND, that said party of the first part will forever Warrant the title to said premises;

THIRD, that, in Compliance with Sec. 13 of the Lien Law, the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvements before using any part of the total of the same for any other purpose.

The above referenced conveyance is intended to convey a parcel of land to be dedicated to the Town of Niskayuna for conservation purposes as part of the 2890 River Road Minor Subdivision in the Town of Niskayuna, New York.

IN WITNESS WHEREOF, the party of the first part have hereunto set his hand and seal the day and year first above written.

Ryan P. Lucey

RPL FAMILY TRUST

Ryan Lucey, Trustee

STATE OF NEW YORK }
COUNTY OF SCHENECTADY }

On this _____ day of _____, 2024 before me the undersigned, a notary public in and for said state, personally appeared Ryan P. Lucey 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 this instrument.

Notary Public

Record & Return:

Gilbert VanGuilder
Land Surveyor, PLLC
988 Route 146, Clifton Park, NY 12065
383-0634
FAX 371-8437

Members:

Robert A. Wilklow, PLS
Kevin H. Weed, PLS

March 12, 2024

SUGGESTED DESCRIPTION
AREA 1
RIVER ROAD SUBDIVISION

All that certain tract, piece or parcel of land situate in the Town of Niskayuna, County of Schenectady, State of New York lying along the southwesterly line of River Road and the northerly line of Seneca Road, being designated as Area 1 as shown on a map entitled, "River Road Subdivision" dated March 7, 2024 prepared by Engineering Ventures, PC and to be filed in the Schenectady County Clerk's Office as Map Number _____, being further bounded and described as follows:

Beginning at the point of intersection of the common division line between Lot 2 to the North and Area 1 to the South with the southwesterly line of River Road all as shown on said filed map, thence from said point of beginning along said southwesterly line, and the northerly and northeasterly lines of Seneca Road the following six (6) courses: 1.) South $33^{\circ} 57' 10''$ East, 132.59 feet to a point, thence 2.) South $34^{\circ} 17' 10''$ East, 17.33 feet to a point, thence 3.) South $34^{\circ} 16' 00''$ East, 65.00 feet to a point, thence 4.) South $55^{\circ} 17' 40''$ West, 83.41 feet to a point of curvature, thence 5.) along a curve to the right having a radius of 220.00 feet, an arc length of 238.46 feet, and a chord of South $86^{\circ} 20' 50''$ West, 226.96 feet to a point, thence 6.) North $62^{\circ} 36' 10''$ West, 353.54 feet to the point of intersection of said northeasterly line of Seneca Road with the southerly line of Lot 3 as shown on said filed map, thence along the southerly lines of aforesaid Lot 3 and Lot 2 the following two (2) courses: 1.) North $87^{\circ} 31' 40''$ East, 288.70 feet to a point, thence 2.) North $72^{\circ} 02' 50''$ East, 210.34 feet to the point of beginning and containing 1.92± acres of land.

Kevin Weed
PLS 51,005

ACCESS EASEMENT

FOR INSPECTION AND MAINTENANCE OF STORMWATER MANAGEMENT FACILITIES

THIS INDENTURE made the ____ day of _____, 2024 between the RPL Family Trust, Ryan Lucey as Trustee, (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 "Bio-Retention Area") that is depicted in the approved project plans as prepared by Engineering Ventures, PC which are on file with the Town of Niskayuna: 2890 River Road Minor Subdivision, dated February 6, 2024 and filed in the Schenectady County Clerk's Office on _____ 2024 as Map _____ and attached hereto as Schedule A.

WHEREAS, the Town of Niskayuna requires access to the Bio-Retention Area at reasonable times for periodic inspection to ensure that the Bio-Retention Area is maintained in proper working condition to meet design standards and any other provisions established in a certain agreement dated as of _____, 20__ between the Town of Niskayuna and RPL Family Trust, Ryan Lucey as Trustee and recorded in the Schenectady County Clerk's Office (the "Maintenance Agreement").

WHEREAS, the Grantor desires to provide or access to the Bio-Retention Area by the Town of Niskayuna to ensure that the Bio-Retention Area 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 identified 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 Bio-Retention Area, to:
 - (a) access the Bio-Retention Area at reasonable times and upon prior notice to the Grantor or applicable successor Property Owner for periodic inspection to ensure

that the Bio-Retention is being maintained in proper working condition as set forth in the Maintenance Agreement; and

- (b) access the Bio-Retention Area to maintain, repair and preserve the continued operation and proper function of the Bio-Retention Area if the Property Owner 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 Bio-Retention Area over routes as will occasion the least practicable damage and inconvenience to the applicable Property Owner.
- 4. The Town shall be allowed to work and place material and equipment adjacent to the easement if necessary.
- 5. The Town shall restore the easement and adjacent area once the work is complete.
- 6. 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 Bio-Retention Area perpetually.
- 7. This Access Easement shall be governed by and construed in accordance with the laws of the State of New York.

By: _____

Name: Ryan Lucey

Title: Trustee of the RPL Family Trust

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

On the ____ day of _____, 20__, before me, the undersigned, a notary public in and for said State, personally appeared Ryan Lucey, 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

DRAFT

SCHEDULE A
SUBDIVISION PLAN

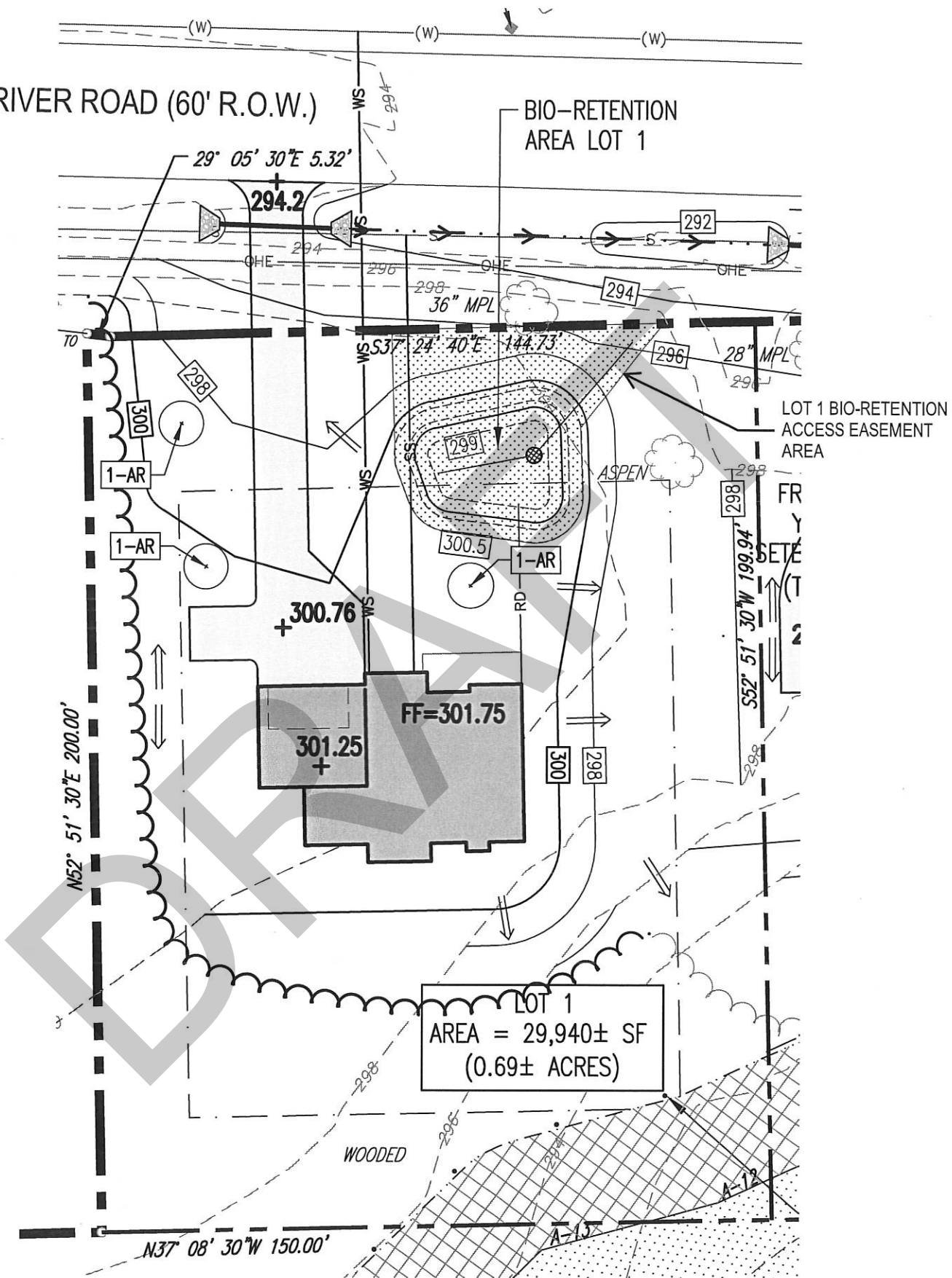
DRAFT

SCHEDULE B
BIO-RETENTION AREA

DRAFT

RIVER ROAD (60' R.O.W.)

BIO-RETENTION
AREA LOT 1



LOT 1 BIO-RETENTION
ACCESS EASEMENT
AREA

LOT 1
AREA = 29,940± SF
(0.69± ACRES)

RIVER ROAD SUBDIVISION - LOT 1
NOT TO SCALE

ACCESS EASEMENT

FOR INSPECTION AND MAINTENANCE OF STORMWATER MANAGEMENT FACILITIES

THIS INDENTURE made the ____ day of _____, 2024 between the RPL Family Trust, Ryan Lucey as Trustee, (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 "Bio-Retention Area") that is depicted in the approved project plans as prepared by Engineering Ventures, PC which are on file with the Town of Niskayuna: 2890 River Road Minor Subdivision, dated February 6, 2024 and filed in the Schenectady County Clerk's Office on _____ 2024 as Map _____ and attached hereto as Schedule A.

WHEREAS, the Town of Niskayuna requires access to the Bio-Retention Area at reasonable times for periodic inspection to ensure that the Bio-Retention Area is maintained in proper working condition to meet design standards and any other provisions established in a certain agreement dated as of _____, 20__ between the Town of Niskayuna and RPL Family Trust, Ryan Lucey as Trustee and recorded in the Schenectady County Clerk's Office (the "Maintenance Agreement").

WHEREAS, the Grantor desires to provide or access to the Bio-Retention Area by the Town of Niskayuna to ensure that the Bio-Retention Area 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 identified 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 Bio-Retention Area, to:
 - (a) access the Bio-Retention Area at reasonable times and upon prior notice to the Grantor or applicable successor Property Owner for periodic inspection to ensure

that the Bio-Retention is being maintained in proper working condition as set forth in the Maintenance Agreement; and

- (b) access the Bio-Retention Area to maintain, repair and preserve the continued operation and proper function of the Bio-Retention Area if the Property Owner 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 Bio-Retention Area over routes as will occasion the least practicable damage and inconvenience to the applicable Property Owner.
4. The Town shall be allowed to work and place material and equipment adjacent to the easement if necessary.
5. The Town shall restore the easement and adjacent area once the work is complete.
6. 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 Bio-Retention Area perpetually.
7. This Access Easement shall be governed by and construed in accordance with the laws of the State of New York.

By: _____

Name: Ryan Lucey

Title: Trustee of the RPL Family Trust

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

On the ____ day of _____, 20__, before me, the undersigned, a notary public in and for said State, personally appeared Ryan Lucey, 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

DRAFT

SCHEDULE A
SUBDIVISION PLAN

DRAFT

SCHEDULE B
BIO-RETENTION AREA

DRAFT

ACCESS EASEMENT

FOR INSPECTION AND MAINTENANCE OF STORMWATER MANAGEMENT FACILITIES

THIS INDENTURE made the ____ day of _____, 2024 between the RPL Family Trust, Ryan Lucey as Trustee, (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 "Bio-Retention Area") that is depicted in the approved project plans as prepared by Engineering Ventures, PC which are on file with the Town of Niskayuna: 2890 River Road Minor Subdivision, dated February 6, 2024 and filed in the Schenectady County Clerk's Office on _____ 2024 as Map _____ and attached hereto as Schedule A.

WHEREAS, the Town of Niskayuna requires access to the Bio-Retention Area at reasonable times for periodic inspection to ensure that the Bio-Retention Area is maintained in proper working condition to meet design standards and any other provisions established in a certain agreement dated as of _____, 20__ between the Town of Niskayuna and RPL Family Trust, Ryan Lucey as Trustee and recorded in the Schenectady County Clerk's Office (the "Maintenance Agreement").

WHEREAS, the Grantor desires to provide or access to the Bio-Retention Area by the Town of Niskayuna to ensure that the Bio-Retention Area 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 identified 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 Bio-Retention Area, to:
 - (a) access the Bio-Retention Area at reasonable times and upon prior notice to the Grantor or applicable successor Property Owner for periodic inspection to ensure

that the Bio-Retention is being maintained in proper working condition as set forth in the Maintenance Agreement; and

- (b) access the Bio-Retention Area to maintain, repair and preserve the continued operation and proper function of the Bio-Retention Area if the Property Owner 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 Bio-Retention Area over routes as will occasion the least practicable damage and inconvenience to the applicable Property Owner.
4. The Town shall be allowed to work and place material and equipment adjacent to the easement if necessary.
5. The Town shall restore the easement and adjacent area once the work is complete.
6. 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 Bio-Retention Area perpetually.
7. This Access Easement shall be governed by and construed in accordance with the laws of the State of New York.

By: _____

Name: Ryan Lucey

Title: Trustee of the RPL Family Trust

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

On the ____ day of _____, 20__, before me, the undersigned, a notary public in and for said State, personally appeared Ryan Lucey, 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

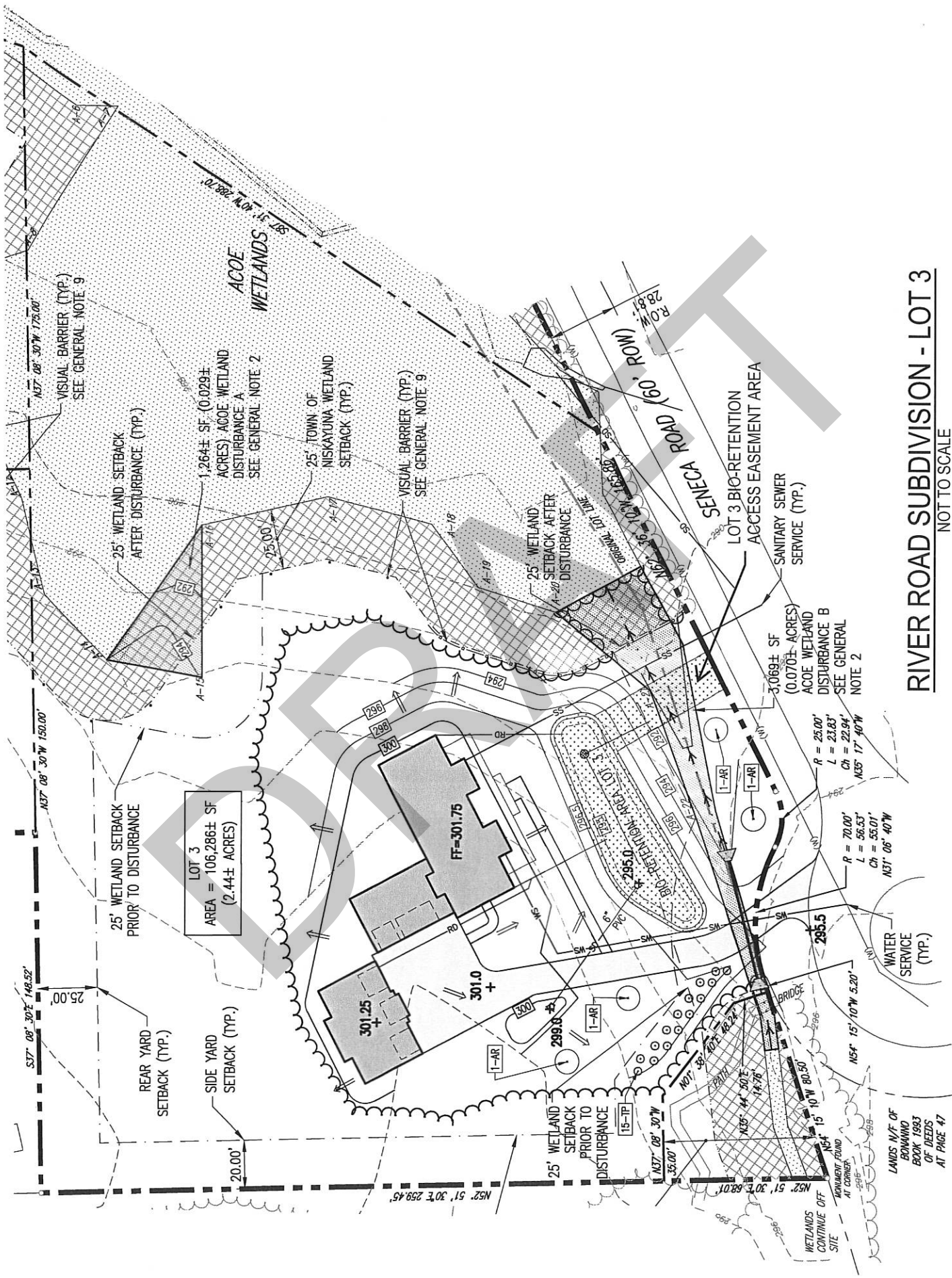
DRAFT

SCHEDULE A
SUBDIVISION PLAN

DRAFT

SCHEDULE B
BIO-RETENTION AREA

DRAFT



RIVER ROAD SUBDIVISION - LOT 3
 NOT TO SCALE

LANDS N/F OF
 BONAWING
 BOOK 1983
 OF DEEDS
 AT PAGE 47



Town of Niskayuna

STORMWATER CONTROL FACILITY MAINTENANCE AGREEMENT

Tax Map Parcel Number(s): 51-1-7.1

Property Addresses: 2890 River Road Drive Niskayuna New York

Source Deed(s) of Property: Instrument (Book/Page) 2097/644 of Recording.

THIS AGREEMENT, made the ___ day of _____, 2024, by and between RPL Family Trust, Ryan Lucey as Trustee, it's successors and assigns ("Property 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 2890 RIVER ROAD MINOR SUBDIVISION (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 Property 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 Property Owner agree as follows:

1. This Agreement binds the Property Owner to the maintenance of the stormwater management facility (the "Facility") that is depicted on the approved project plans as prepared by Engineering Ventures, PC which are on file with Town of Niskayuna: 2890 River Road Minor Subdivision, dated February 6, 2024 and filed in the Schenectady County Clerk's Office on _____ as Map _____. Attached as Schedule A of this Agreement.
2. The Property Owner shall maintain, clean, repair, replace and continue the successful operation of the bio-retention areas, as depicted in Schedule A to ensure optimum performance.
3. The Property 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 B.
4. The Property 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.
5. The Property 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 a Professional Engineer. All repairs must be conducted under a Town issued building permit.

6. The Property 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 and upon advance notice to Property Owner 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.
7. If ever the Town determines that the Property Owner has failed to construct or maintain the stormwater management control practices in accordance with the project plan and notifies the Property Owner in writing of its failure to comply with the terms of this Agreement and the Property Owner fails to undertake corrective action specified by the Town or by a 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.
8. This Agreement shall be recorded in the Office of the County Clerk, County of Schenectady, within 30 days of the date of this agreement.
9. This Agreement is effective upon signature of both parties.
10. This Agreement may not be altered except in writing, signed by all parties.

Town of Niskayuna

Property Owner

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Address

1 Niskayuna Circle
Niskayuna NY, 12309

Address

DATE: _____

DATE: _____

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 ____ 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

SCHEDULE A

INSERT SUBDIVISION PLAN HERE

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SCHEDULE B

Operation and Maintenance Maintenance of Bio-Retention Area

Inspections:

The Property Owner shall inspect their bio-retention area annually. Inspections shall include (but not be limited to):

- Sediment accumulation,
- Clogging of outlet with yard debris & litter,
- Ponding at surface between storms,
- Vegetation health,
- Erosion of any kind.

Maintenance:

The Property shall remove any trash, yard debris, litter, etc. from the bio-retention area immediately. Remove any sediment from the bio-retention area when accumulation exceeds 1 inch. When the filtering capacity of the bio-retention area diminishes substantially (i.e., when water ponds on the surface of the area for more than 48 hours), remove mulch or river stone, remove the top layer of discolored filter media material until only good material remains and replaced with fresh filter media material and mulch or river stone, and re-establish plantings. Areas devoid of mulch shall be re-mulched on an annual basis and dead or diseased plant material shall be replaced.

Underdrain Inspections:

The Property shall open the bio-retention area cleanout annually. If water is noted ponding in the cleanout between storm events more than 12" deep, the gravel underdrain shall be cleaned to allow for proper drainage.

Property Owner Responsibility:

It is the Property Owner's responsibility to maintain the storm water management practices as described above. If the Property Owners fails to maintain the practice the Town of Niskayuna reserves the right, in accordance with the terms of this Maintenance Agreement to perform the necessary maintenance to achieve the original design outcome. Such maintenance shall be performed at the Property Owner's expense and shall be billed accordingly by the Town of Niskayuna. A deed restriction shall be placed on each lot identifying the above requirements.

* * * * *



Resolution No. 2024 - 102

**A RESOLUTION ACCEPTING GRANT FUNDS AND AWARDING A CONTRACT
FOR A STORMWATER DOCUSERIES**

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

WHEREAS, the Superintendent of Water and Sewer advises that the Town of Niskayuna is a grant recipient of a 2019 Mohawk Watersheds Grant, that has been extended to allow for current use of the grant monies; and

WHEREAS, the Superintendent of Water and Sewer advises that the Town of Niskayuna should accept such grant monies; and

WHEREAS, the Superintendent of Water and Sewer advises that the Town will utilize said grant monies for a stormwater docuseries and proposals with quotes were obtained; and

WHEREAS, the Superintendent of Water and Sewer recommends that the lowest quote complying with the Town's specifications for the Project be awarded the contract.

NOW THEREFORE, be it

RESOLVED, that this Town Board does hereby accept the grant monies from the 2019 Mohawk Watershed grant in the amount of \$50,000.00; and be it

FURTHER RESOLVED, that this Town Board does hereby award a contract for production services involving a stormwater docuseries to be funded by said grant to Call of the Loon Productions, 104 Aspen Street, Liverpool, N.Y. 13088 at a total cost not to exceed \$23,000.00.



Schenectady County - Stormwater Docuseries Proposal (Amended)

Call of the Loon Productions proposes to create eight, 60-120 second videos. These videos will be part of a series on Stormwater education and each video will pertain to a different topic chosen by the team at the Schenectady County Department of Engineering and Public Works. Filming locations/permissions (if necessary), topic experts and a loose storyline will be provided by the team at the Schenectady County Department of Engineering and Public Works. Call of the Loon will work closely with the team at the Schenectady County Department of Engineering and Public Works in order to schedule interviews and create compelling questions for each video. Each video will have two versions-- one horizontal and one vertical bringing the total video deliverable count to 16. The videos will be structured to ensure that they can be viewed individually or as one complete piece.

Company Rates

- Pre-production = \$65/hour
- Production = \$900/full day, \$500/half day
- Post-production = \$50/hour
- Aerial only = \$125/hour

Below is a chart for the pricing of one video. The total will reflect one video multiplied by eight. Each video will also have a vertical edit included.

One, 60-120 second video

Pre-Production	Production	Post-Production Horizontal	Post-Production Vertical	Miscellaneous	Total
<ul style="list-style-type: none"> • Developing interview questions • Coordinating interviews 	<ul style="list-style-type: none"> • Interview setup • B-roll 	<ul style="list-style-type: none"> • Importing • Establishing Timeline • Color • Audio-Syncing • Titles/Graphics • Exporting 	<ul style="list-style-type: none"> • Establishing Timeline • Titles/Graphics • Exporting 	<ul style="list-style-type: none"> • Music • Storage • Per diem 	
3 hours	1 Full Day	20 hours	10 hours		
\$195	\$900	\$1,000	\$500	\$280	\$2,875

Total, 8 videos = \$23,000

PRODUCTION AGREEMENT

Date: _____ **Project:** Schenectady County Stormwater Docu-series

This agreement is made as of _____, between Schenectady County ("**Client**"), and Call of the Loon Productions ("**Producer**").

The Producer hereby agrees to produce for the Client the production of the below referenced media(s).

DELIVERABLES:

- 16 Videos (8 Topics covered, each yields one horizontal and one vertical video)

TERMS:

Once this agreement is signed, Producer will be responsible for providing the services outlined above. Upon completion of each video, Client will be granted an unlimited license to use the deliverables.

Producer retains full copyright to raw videos captured and right to display the content created as an example of their work in their portfolio, but Producer is not authorized to use the said video content for any other purpose without the express written permission and consent of Client.

Client warrants that it has the full legal rights to any and all photographic, film, or video images supplied by the client to Producer for use in the said deliverables. Client agrees to indemnify, defend and hold Producer and its officers, directors, agents, representatives, associates and affiliates and each of them, harmless from and against any and all losses, costs, damage, liability, and expense, including reasonable attorneys' fees, arising out of any claim whatsoever, directly or indirectly, from the use of copyright images supplied to Producer by Client.

Client will have two rounds of complimentary edits that are within reason. Thereafter, changes will be billed at the standard rate of \$50.00/hour. Producer will not make any billable revision work without approval from client.

Producer will work with the Client to get feedback and input, but Producer retains creative control over the final video.

This agreement becomes effective only when signed by agents of Client and Producer. Regardless of the place of signing of this agreement, Client agrees that for purposes of venue, this contract was entered into in New York and any dispute will be litigated or arbitrated in New York.

The agreement contained in this contract constitutes the sole agreement between Client and Producer regarding all items included in this agreement.

TOTAL PROJECT COST: \$23,000.00

Payment Due:

	Services	Price	Payment Terms
Phase 1	Pre-Production, Production, Miscellaneous	\$15,000	Net 30 days of conclusion of last production date
Phase 2	Post-Production	\$8,000	Net 30 days upon delivery of deliverables

Agreed and Signed:

Client: Schenectady County

Producer: Call of the Loon Productions

Name/Title: _____

Name/Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Client Address: _____

Producer Address: _____

City/State/Zip: _____

City/State/Zip: _____

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