



Yasmine Syed
Supervisor

NISKAYUNA TOWN MEETING

Thursday, October 21, 2021 at 7:00pm

TOWN COUNCIL
Denise Murphy McGraw
John Della Ratta
Bill McPartlon
Lisa Weber

AGENDA FOR OCTOBER 21, 2021 REGULAR TOWN BOARD MEETING

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE OF ALLEGIANCE**
4. **APPROVAL OF MINUTES**
 - a. September 17, 2021 Special Town Board Meeting
5. **PRIVILEGE OF THE FLOOR**
6. **COMMITTEE REPORTS**
7. **SUPERVISOR'S REPORT**
8. **RESOLUTIONS**
9. 2021-237 (Sponsored by Councilman McPartlon) A Resolution promoting an employee to Lieutenant in the Town of Niskayuna Police Department
10. 2021-238 (Sponsored by Councilwoman McGraw) A Resolution enacting a local law that amends Chapter 129 of the Town Code of the Town of Niskayuna entitled "Garbage, Rubbish and Refuse"
11. 2021-239 (Sponsored by Councilwoman McGraw) A Resolution appointing Water and Sewer Maintenance Workers
12. 2021-240 (Sponsored by Councilman Della Ratta) A Resolution appointing an individual to the Town's Architectural Review Board
13. 2021-241 (Sponsored by Supervisor Syed) A Resolution authorizing certain budgetary modifications
14. 2021-242 (Sponsored by Supervisor Syed) A Resolution appointing an employee to the position of Working Crew Leader in the Town's Highway Department
15. 2021-243 (Sponsored by Supervisor Syed) A Resolution appointing a Grounds Maintenance Worker
16. 2021-244 (Sponsored by Councilman Della Ratta) A Resolution authorizing the Town Supervisor to release a contract with MEGA and enter into a community choice aggregation administration agreement with Joule Assets, Inc.



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-
17. 2021-245 (Sponsored by Supervisor Syed and Councilwoman McGraw) A Resolution authorizing the purchase of a cargo van for use in Town's Highway Department and Water and Sewer Department
 18. 2021-246 (Sponsored by Councilman McPartlon) A Resolution in support of a Schenectady County's Centralized Arraignment Plan
 19. Introduction of Local Law G
 20. 2021-247 (Sponsored by Councilman McPartlon) A Resolution calling for a Public Hearing to Amend the Town Code of the Town of Niskayuna to opt of retail cannabis dispensaries and on-site cannabis consumption establishments within the Town
 21. 2021-248 (Sponsored by Supervisor Syed) A Resolution approving the preliminary budget of the Town of Niskayuna for 2022 and calling for a public hearing
 22. 2021-249 (Sponsored by Councilwoman McGraw) A Resolution approving a change order for the well redevelopment project
 23. 2021-250 (Sponsored by Supervisor Syed) A Resolution appointing alternate members to the Town of Niskayuna Ethics Board
 24. **MOTION TO ADJOURN**

AT THE SPECIAL MEETING OF THE TOWN BOARD OF THE TOWN OF NISKAYUNA DULY CALLED AND HELD ON THE 17th DAY OF SEPTEMBER, 2021, AT 12:00 PM, HELD AT THE EDWIN D. REILLY, JR. NISKAYUNA TOWN HALL BOARD ROOM, VIA HYBRID IN-PERSON/VIRTUAL MEETING, THE FOLLOWING MEMBERS WERE PRESENT:

HONORABLE:	JOHN DELLA RATTA	COUNCILMAN (VIRTUAL)
	LISA WEBER	COUNCILWOMAN (VIRTUAL)
	DENISE MURPHY MCGRAW	COUNCILWOMAN
	WILLIAM MCPARTLON	COUNCILMAN ABSENT
	YASMINE A. SYED	SUPERVISOR

Others present: Michelle Mazuryk, Deputy Town Clerk; Alaina Finan, Attorney; Stanley F. Fiminski, Deputy Supervisor; Judge Stephen Swinton; Kelly Wetzels, Court Clerk;
Virtual: Paul Briggs, Town Attorney; Ismat Alam, Comptroller

Resolution

The following resolution was approved with a vote of 4 ayes unless otherwise noted.

Resolution 2021-216 appoints a Chief of Police for the Town of Niskayuna Police Department.

UPON ROLL CALL THE FOREGOING RESOLUTION WAS ADOPTED BY THE FOLLOWING VOTE:

COUNCILWOMAN WEBER	VOTING	ABSTENTED
COUNCILMAN DELLA RATTA	VOTING	AYE
COUNCILWOMAN MURPHY MCGRAW	VOTING	AYE
SUPERVISOR SYED	VOTING	AYE

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

Michelle Mazuryk
Deputy Town Clerk



Resolution No. 2021 – 237

A RESOLUTION PROMOTING AN EMPLOYEE IN THE NISKAYUNA POLICE DEPARTMENT TO THE POSITION OF LIEUTENANT

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

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

WHEREAS, the Chief of Police has advised of an existing vacant position in the Niskayuna Police Department for the rank of Lieutenant; and

WHEREAS, pursuant to Section 303 of the Town of Niskayuna Employee Handbook, “[i]n 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”; and

WHEREAS, the Chief of Police advised the Public Safety Committee in October 2021 of his recommendation to fill an existing vacancy in the Niskayuna Police Department by promoting an officer to the position of Lieutenant; and

WHEREAS, the Supervisor has advised that the Town of Niskayuna 2022 Budget accounts for a promotion of an officer to the rank of Lieutenant; and

WHEREAS, the Chief of Police received permission from the Public Safety Committee in October 2021 to move forward with the hiring process for promoting an officer to the position of Lieutenant; and

WHEREAS, the Chief of Police has advised that he has reviewed the officers appearing on the Civil Service Eligibility List and has recommended promoting Detective Sergeant Joseph H. Twitty to the rank of Lieutenant; and

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

NOW THEREFORE, be it

RESOLVED, that this Town Board does hereby appoint Joseph H. Twitty, who resides in the Town of Niskayuna, to the position of Lieutenant in the Niskayuna Police Department, effective November 1, 2021, at Grade 23, Step 15 of the Supervisory Salary Schedule (\$117,457), subject to the probationary provisions of the Civil Service Law; and be it

FURTHER RESOLVED, that this Town Board does hereby recognize and appreciate Joseph H. Twitty, who joined the Niskayuna Police Department in January 26, 2000, for his decades of service to ensure the well-being and safety of residents of the Town of Niskayuna while protecting our Town; and be it

FURTHER RESOLVED, that this Town Board does hereby authorize and direct the Niskayuna Town Clerk to advise Joseph H. Twitty of the herein described appointment.



Resolution No. 2021 - 238

A RESOLUTION ENACTING A LOCAL LAW TO AMEND CHAPTER 129 OF THE CODE OF THE TOWN OF NISKAYUNA, ENTITLED GARBAGE, RUBBISH AND REFUSE

The following resolution was offered by **Councilwoman McGraw**, who moved its adoption, and seconded by

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

WHEREAS, Chapter 129 of the Code of the Town of Niskayuna sets forth the Town's local law regarding garbage, rubbish and refuse; and

WHEREAS, the Superintendent of Water, Sewer and Engineering and the Town Clerk recommended certain changes be made to Chapter 129 of the Code of the Town of Niskayuna to bring Chapter 129 up-to-date and to allow the Town to issue one-day permits for the Town's transfer station and recycling center; and

WHEREAS, a public hearing was held on September 28, 2021 at which time all interested parties had an opportunity to be heard.

NOW, THEREFORE, be it

RESOLVED, that this Town Board of the Town of Niskayuna does hereby adopt LOCAL LAW No. 6 (2021) as follows:

Proposed Local Law 6 (2021)

A LOCAL LAW TO AMEND CHAPTER 129, ENTITLED GARBAGE, RUBBISH AND REFUSE, OF THE CODE OF THE TOWN OF NISKAYUNA

Introduced by Councilwoman McGraw:

A LOCAL LAW TO AMEND THE CODE OF THE TOWN OF NISKAYUNA, CHAPTER 129, ENTITLED GARBAGE, RUBBISH AND REFUSE

Section 1. Amend Article I of Chapter 129 of the Code of the Town of Niskayuna, entitled Garbage, Rubbish and Refuse, to be changed to "Transfer Station and Recycling Center"

Section 2. Amend §129-1 of Chapter 129 of the Code of the Town of Niskayuna as follows:

§ 129-1 Permitted depositing.

Only rubbish and garbage, as herein defined, may be deposited at the Niskayana ~~sanitary landfill~~ transfer station and recycling center.

Section 3. Amend §129-3 of Chapter 129 of the Code of the Town of Niskayuna as follows:

§ 129-2. Definitions.

As used in this Article, the following terms shall have the meanings indicated:

GARBAGE — Includes waste food, ~~dead animals or parts thereof and/or~~ any other matter which shall be capable of fermentation and degradation excluding hazardous waste.

RUBBISH — Includes waste material, tin cans, ashes, cinders, glass, discarded paper, cardboard, wood, lumber, brush, ~~tree stumps that have been cut to within one foot of ground level or less, tree trunks or branches which have been cut into lengths of three feet or less, if their girth at any point exceeds four inches in diameter,~~ and all other nonhazardous materials; excepting, however, any automobiles or vehicles or any part or parts thereof; and further excepting, however, any brush, tree stumps, tree trunks or branches ~~which do not conform to the size limitations described above;~~ and further excepting, however, any waste materials from septic tanks, cesspools or any other sewerage disposal system

§ 129-3 Applicability; other dumping prohibited.

- A. This Article shall apply to the ~~sanitary landfill~~ transfer station area off River Road in the Town of Niskayuna now used by said Town for the purpose of a ~~sanitary landfill~~ transfer station operation.
- B. The use of any lands, other than those described in Subsection A above, within the Town of Niskayuna as a dump and/or dumping ground or as a sanitary landfill/transfer station area is hereby prohibited.

Section 4. Amend §129-4 of Chapter 129 of the Code of the Town of Niskayuna as follows:

§ 129-4 Transporting garbage and rubbish.

All garbage and rubbish transported, brought and/or carried to the ~~sanitary landfill~~ transfer station area of the Town of Niskayuna shall be contained securely and battened down within or upon the vehicles transporting the same.

Section 5. Amend §129-5 of Chapter 129 of the Code of the Town of Niskayuna as follows:

§ 129-5 Prohibited depositing.

- A. No person shall carry or leave or cause to be carried or left upon the ~~sanitary landfill~~ transfer station area described in § 129-3A of this Article any automobile or vehicle or any part or parts thereof.

- B. No person shall carry or leave or cause to be carried or left upon the ~~sanitary landfill~~ transfer station area described in § 129-3A of this Article any tree stumps ~~which have been cut more than one foot above ground level or any tree trunks or branches longer than three feet in length and more than four inches in diameter at any point.~~
- C. No person shall carry or leave or cause to be carried or left upon the ~~sanitary landfill~~ transfer station area described in 129-3A of this Article, any waste materials from septic tanks, cesspools or any other sewage disposal system.
- D. All hazardous wastes as defined by the Environmental Protection Agency regulations are prohibited.
- E. All household refuse (nonrecyclables) brought to the Niskayuna ~~Landfill~~ Transfer Station and Recycling Center shall be packaged in clear plastic bags.

Section 6. Amend §129-6 of the Code of the Town of Niskayuna as follows:

§ 129-6 Compliance with directions for placement and manner of disposal required.

No person shall deposit or cause to be deposited any substance of any kind on the above-described ~~sanitary landfill~~ transfer station area, except at the places and in the manner directed by the person in charge of said ~~sanitary landfill~~ transfer station area under authority of the Niskayuna Town Board, whether such direction shall be given personally or by another person by this authority or by a sign or signs erected upon the premises by this authority.

Section 7. Amend §129-7 of the Code of the Town of Niskayuna as follows:

§ 129-7 Burning prohibited.

No material or substance of any kind shall be burned at the above-described ~~sanitary landfill~~ transfer station area.

Section 8. Amend §129-8 of the Code of the Town of Niskayuna as follows:

§ 129-8 Scavenging prohibited.

No person shall pick over, take or otherwise remove any rubbish or garbage that has been disposed of or left at the ~~sanitary landfill~~ transfer station area unless authorized by the Town Board.

Section 9. Amend §129-9 of the Code of the Town of Niskayuna as follows:

§ 129-9 Hours.

The above-described ~~sanitary landfill~~ transfer station area shall be open during hours set by the Niskayuna Town Board and posted at the direction of said Town Board. All entry upon and/or

use of said ~~sanitary landfill~~ transfer station area at times other than during the hours which it is open as aforesaid is hereby prohibited except for personnel of the Town of Niskayuna authorized by the Town Board to enter upon and/or work at the ~~sanitary landfill~~ transfer station area during times when said sanitary landfill area is closed.

Section 10. Amend §129-10 of the Code of the Town of Niskayuna as follows:

§ 129-10 Disposal of garbage from outside Town prohibited.

The disposal and dumping in the above-described ~~sanitary landfill~~ transfer station area of garbage and/or rubbish collected or accumulated beyond the boundaries of the Town of Niskayuna is hereby prohibited unless authorized under the terms of an intermunicipal agreement entered into by the Boards of the Town of Niskayuna and the Town of Glenville and/or the Village of Scotia.

Section 11. Amend §129-11 of the Code of the Town of Niskayuna as follows:

§ 129-11 Resident permits.

- A. If required by resolution of the Town Board at any time after the adoption of this Article, all residents of the Town of Niskayuna who use their own vehicles and/or trailers attached thereto for conveying their garbage and/or rubbish to the above-described ~~sanitary landfill~~ transfer station area shall register and obtain a permit annually from the Niskayuna Town Clerk upon payment of a fee to be set by the Town Board. The resident ~~sanitary landfill~~ transfer station permit shall be distinct in color and shall be attached to the vehicle of the permittee.
- B. Resident ~~sanitary landfill~~ transfer station permits shall be for the period covering April 1 of a calendar year through March 31 of the following year, unless a different period of effectiveness is directed by the Town Board.
- C. A resident may obtain from the Town Clerk a three- ~~consecutive~~-day/use temporary permit, for a fee to be established from time to time by Resolution of the Town Board, to use a vehicle other than a vehicle owned by the resident to transport and dispose of only ~~his~~ the resident's own refuse. Said temporary permit shall be issued only once per quarter. A tipping fee shall be charged each resident based upon the amount of refuse disposed of at the ~~sanitary landfill~~ transfer station and recycling center.
- D. A resident may obtain from the Town Clerk a temporary one-day permit, for a fee to be established from time to time by Resolution of the Town Board, to dispose of only the resident's own refuse. A tipping fee shall be charged each resident based upon the amount of refuse disposed of at the transfer station.

Section 12. Amend §129-12 of the Code of the Town of Niskayuna as follows:

§ 129-12 ~~Collector~~ Haulers licenses; insurance; collection fees.

- A. All garbage and rubbish collectors operating in the Town of Niskayuna shall be required to obtain a license to be issued by the Niskayuna Town Clerk upon payment by the applicant of a fee of \$100 for the first truck and a further fee of \$50 for each additional truck or conveyance used to collect garbage and rubbish in the Town of Niskayuna or such other sum as may hereafter be determined by resolution of the Town Board. Licensing shall be subject to approval by the Superintendent of Water, Sewer and Engineering~~Solid Waste or the Commissioner of Public Works~~.
- B. Licensees under this section shall collect garbage and/or rubbish in the Town of Niskayuna only ~~at~~ between times established by the Niskayuna Town Board and further, ~~all licensees using the sanitary landfill transfer station area must unload garbage and/or rubbish there not later than one hour before the closing of said sanitary landfill transfer area each day.~~
- C. All license applications shall be investigated by the ~~Sanitary Landfill Transfer Station Inspector or the Commissioner of Public Works~~ Superintendent of Water Sewer and Engineering. No license shall be issued by the Town Clerk unless the ~~Sanitary Landfill Transfer Station Inspector or the Commissioner of Public Works~~ Superintendent of Water Sewer and Engineering shall have approved the application. They may call upon the Niskayuna Police Department to assist in the investigation, if necessary.
- D. All garbage and refuse collectors, contractors, businesses and commercial enterprises licensed pursuant to this Article shall file a certificate of insurance from an insurance carrier showing in force a policy of automobile bodily injury, property damage, combined limit \$500,000, said certificate or certificates to be filed with the Niskayuna Town Clerk.
- E. The Town Board of the Town of Niskayuna may, by resolution, establish a schedule of charges and/or fees to be levied upon all garbage and refuse collectors, contractors, businesses and commercial enterprises using the ~~sanitary landfill transfer station area collecting garbage or debris within the Town of Niskayuna.~~
- F. All licenses issued for each calendar year shall be for the period covering January 1 through December 31 of that year, except that licenses issued subsequent to January 1 of that year shall be for the period extending from the date of issuance through December 31 of that year. The above-described fees shall not be prorated when a license is issued for a portion of a calendar year. Licenses for each calendar year may be secured on or after November 1 of the preceding calendar year, to be effective on January 1 of that year.

Section 13. Amend §129-14 of the Town Code of the Town of Niskayuna as follows:

§ 129-14 Deposit without license or permit a violation.

It shall be violation of this Article to deposit or cause to be deposited any garbage and/or rubbish on the premises of the above-described ~~sanitary landfill~~ transfer station area without first obtaining the license provided for in this Article or ~~the a resident sanitary landfill~~ transfer station permit.

Section 14. Amend §129-16 of the Town Code of the Town of Niskayuna as follows:

§ 129-16 ~~Sanitary Landfill Transfer Station Inspector~~Attendant.

The Town Board shall have authority under this Article to establish the position of ~~Sanitary Landfill Transfer Station Inspector~~ Attendant and to appoint a person(s) to fill said position.

Section 15. Amend §129-17 of the Town Code of the Town of Niskayuna as follows:

§ 129-17 Inspections and enforcement.

The ~~Commissioner of Public Works~~ Superintendent of Water and Sewer and Engineering is charged with the inspection of all trucks and other carriers transporting garbage and/or rubbish prior to issuance and renewal of licenses and during the period that licenses are in effect and also with the enforcement of all provisions of this Article.

Section 16. Amend §129-18 of the Town Code of the Town of Niskayuna as follows:

§ 129-18 Revocation of license or permit.

In addition to the penalties hereinbefore provided for, the Town Board of the Town of Niskayuna may, after a public hearing thereon at which the licensee or holder of a resident ~~sanitary landfill~~ transfer station permit shall have an opportunity to be heard, revoke any license or resident ~~sanitary landfill~~ transfer station and recycling center permit issued under the authority of this Article if said Town Board determines that the holder of such license or resident ~~sanitary landfill~~ transfer station and recycling center permit has violated the provisions of this Article.

Section 17. Amend §129-19 of the Town Code of the Town of Niskayuna as follows:

§ 129-19 Fees.

The Town Board of the Town of Niskayuna may, by resolution, establish a schedule of charges and/or fees to be levied upon any and all garbage, rubbish, refuse and recyclables in connection with the use of the Niskayuna ~~Landfill~~ Transfer Station and Recycling Center.



Resolution No. 2021-239

A RESOLUTION APPOINTING WATER AND SEWER MAINTENANCE WORKERS

The following resolution was offered by **Councilwoman McGraw**, who moved its adoption, and seconded by

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

WHEREAS, the Superintendent of Water, Sewer and Engineering has recommended the appointment of two (2) full-time Water and Sewer Maintenance Workers, and

WHEREAS, the Water, Sewer and Engineering Committee concurs with this recommendation.

NOW THEREFORE, be it

RESOLVED, that this Town Board does hereby appoint Nicholas Palleschi who resides at 101 Horstman Drive, Scotia, N.Y. 12302, to the position of full-time Water and Sewer Maintenance Worker, subject to the probationary provisions of the Civil Service Law; and be it

FURTHER RESOLVED, that the compensation for said Nicholas Palleschi shall be fixed pursuant to the applicable Collective Bargaining Agreement at \$22.1155/hour; and be it

FURTHER RESOLVED, that this Town Board does hereby appoint Eric Stoodley who resides at 1005 Wayne Road, Rotterdam, N.Y. 12303, to the position of full-time Water and Sewer Maintenance Worker, subject to the probationary provisions of the Civil Service Law; and be it

FURTHER RESOLVED, that the compensation for said Eric Stoodley shall be fixed pursuant to the applicable Collective Bargaining Agreement at \$22.1155/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 Nicholas Palleschi and Eric Stoodley of the above-described appointments.



Resolution No. 2021 – 240

**A RESOLUTION APPOINTING A PERSON TO THE ARCHITECTURAL
REVIEW BOARD**

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

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

RESOLVED, that pursuant to Resolution No. 2020-3 of the Town Board of the Town of Niskayuna, this Town Board does hereby appoint the following person as a member of the Architectural Review Board for the Town of Niskayuna:

Name	Address	Term Expires
Frank Barbera	1008 Catherine's Woods Drive	December 31, 2022



Resolution No. 2021-241

A RESOLUTION AUTHORIZING CERTAIN BUDGETARY MODIFICATIONS

The following resolution was offered by **Supervisor Syed**, 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 budgets 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
October 2021

SEWER DIST. 1

APPROPRIATIONS

		<u>DECREASE</u>	<u>INCREASE</u>	<u>TOTAL</u>
S018110-4120	MISC FIELD/OFFICE SUPPLIES	760.00		
S018810-2000	EQUIPMENT/CAPITAL OUTLAY		760.00	
		760.00	760.00	-
				-

SEWER DIST. 6

APPROPRIATIONS

		<u>DECREASE</u>	<u>INCREASE</u>	<u>TOTAL</u>
S068120-2000	EQUIPMENT/CAPITAL OUTLAY	9,673.00		
S068120-4600	MISCELLANEOUS & CONTRACTUAL		9,673.00	
S068110-4026	LEGAL SERVICES	2,000.00		
S068110-4260	UTILITY RENTS	5,484.00		
S068110-4265	PROPERTY TAXES	220.00		
S068110-4600	MISCELLANEOUS & CONTRACTUAL	1,156.00		
S068110-2000	EQUIPMENT/CAPITAL OUTLAY		8,860.00	
		18,533.00	18,533.00	-
				-

WATER DISTRICT 1

APPROPRIATIONS

		<u>DECREASE</u>	<u>INCREASE</u>	<u>TOTAL</u>
W018310-4026	LEGAL SERVICES	4,219.00		
W018310-2000	EQUIPMENT/CAPITAL OUTLAY		4,219.00	
		4,219.00	4,219.00	-
				-



Resolution No. 2021 – 242

A RESOLUTION TO APPOINT AN EMPLOYEE TO THE POSITION OF WORKING CREW LEADER IN THE HIGHWAY DEPARTMENT

The following resolution was offered by **Supervisor Syed**, 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 Working Crew Leader for the Highway Department due to a recent vacancy; and

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

NOW THEREFORE, be it

RESOLVED, that this Town Board does hereby appoint George Gullotta, residing at 2426 Campbell Ave., Schenectady, New York 12306, to the full-time position of Working Crew Leader in the Highway Department, on a permanent basis, subject to the Civil Service probationary period, and at an hourly rate of \$36.8929; 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 George Gullotta of the above-described appointment.



Resolution No. 2021-243

A RESOLUTION APPOINTING A GROUNDS MAINTENANCE WORKER

The following resolution was offered by **Supervisor Syed**, 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 Grounds Maintenance Worker, and

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

NOW THEREFORE, be it

RESOLVED, that this Town Board does hereby appoint Matthew Mazure who resides at 31 Jennifer Road, Scotia, N.Y. 12302, to the position of full-time Grounds Maintenance Worker, 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 Matthew Mazure shall be fixed pursuant to the applicable Collective Bargaining Agreement at \$20.1413/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 Matthew Mazure of the above-described appointment.



Resolution No. 2021 – 244

A RESOLUTION TO AUTHORIZE THE TOWN SUPERVISOR TO RELEASE A CONTRACT WITH MEGA AND ENTER INTO A COMMUNITY CHOICE AGGREGATION ADMINISTRATION AGREEMENT WITH JOULE ASSETS INC

The following resolution was offered by **Councilwoman McGraw and Councilman 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 Town Board enacted a local law authorizing the creation of a Community Choice Aggregation Program (“CCA Program”) in the Town of Niskayuna by Resolution No. 2019 – 229; and

WHEREAS, municipalities may engage a third-party consultant to assist in the administration and implementation of a CCA Program, including the eventual solicitation and management of energy supply agreements (the “CCA Administrator”); and

WHEREAS, on September 24, 2019 via Resolution 2019-244, the Town of Niskayuna entered into a CCA administration agreement with MEGA seeking to aggregate customers across multiple municipalities and leverage a broad customer base to obtain competitively priced energy contracts thereby yielding greater savings and other benefits for CCA Program participants, and

WHEREAS, MEGA has informed the Town that it can no longer act as the CCA Administrator for this aggregation and MEGA is working with Joule Assets, Inc. so that Joule Assets may continue the CCA program for Niskayuna and the Capital District, and

WHEREAS, in order to transfer the program from MEGA to Joule Assets, the Town of Niskayuna must sign a release with MEGA and enter into a new contract with Joule Assets to move the CCA forward, and

WHEREAS, the Town of Niskayuna is still interested in joining together with other municipalities that form CCA Programs in its region, through Joule Asset’s designated aggregation, to leverage a broader customer base to obtain cost savings and other benefits for residents; and

WHEREAS, the Economic Development, Historic Preservation and Environmental Conservation Committee has recommended terminating the contract with MEGA and designating Joule Assets as the CCA Administrator to assist in the Town's efforts to better understand, educate the public on, and implement, the Town's CCA Program;

NOW THEREFORE be it

RESOLVED, that the Town Board hereby rescinds the conditions of Resolution 2019-244 and authorizes the Supervisor to execute an agreement that terminates the Community Choice Aggregation Administration Agreement by and between the Town of Niskayuna and MEGA and execute a new Community Choice Aggregation Administration Agreement with Joule Assets on behalf of the Town of Niskayuna, with the following conditions:

1. A minimum participation threshold must be achieved in the Town of Niskayuna's designated aggregation group in order to proceed, to ensure competitive rates.
2. The Town of Niskayuna designates Joule Assets as the CCA Administrator, and as the authorized representative and agent of the Town to represent and procure bids for energy supplies and services and to execute any Energy Supply Agreements ("ESAs") on the Town's behalf. Joule Assets will prepare and solicit Requests for Proposals ("RFPs") seeking energy suppliers willing to enter into ESAs, negotiate ESAs, and oversee implementation, cancellation, renewal, and review of ESAs throughout the life of the Town's CCA Program.
3. Joule Assets has the right to include in ESAs entered into on behalf of the Town of Niskayuna provision for payment of an administrative fee to Joule Assets by energy suppliers, which will be the sole means by which Joule Assets will be compensated for its services of conducting public education, procurement, regulatory compliance and contract monitoring services as the CCA Administrator for the Town of Niskayuna.
4. Joule Assets is responsible for the day-to-day financial and administrative management and supervision of the Town's CCA Program. Joule Assets will monitor State and federal regulatory policies and developments and assist the Town of Niskayuna with required educational and informational efforts regarding the Town's CCA Program and/or with any changes that may be required as a result thereof.
5. Joule Assets will furnish to the Town of Niskayuna an annual report of the Town's CCA Program.

COMMUNITY CHOICE AGGREGATION AGREEMENT

This agreement terminates the Community Choice Aggregation Administration Agreement (“Agreement”) dated October 7, 2019 by and between the Town of Niskayuna (“Municipality”) and Municipal Electric and Gas Alliance (“MEGA”).

WHEREAS, Municipality seeks to explore the potential benefits of including Community Solar/Community Distributed Generation (“CDG”) in conjunction with a CCA offering which would require terminating the above referenced agreement and entering into an agreement with Joule Assets Inc. which will work with MEGA to establish a CCA program with Community Solar;

NOW THEREFORE, in accordance with Article VI of the Agreement, both parties mutually agree to terminate the Agreement and to waive any notice requirements.

Agreed to as signed below:

MUNICIPALITY:

By: _____

Title: _____

Date: _____

MEGA:

By: _____

Title: _____

Date: _____

CCA Administrator Agreement

This CCA Administrator Agreement (the “**Agreement**”) is entered into as of [date of this agreement], 2021 (the “**Effective Date**”) by and between the Town of Niskayuna, a municipal corporation of the State of New York, having its principal offices at 1 Niskayuna Cir # 2, Schenectady, NY 12309 (“**Municipality**”) and Joule Assets Inc. a Delaware corporation with a mailing address at 10 Bank Street, White Plains, New York 10606 c/o United Corporate Services (“**Joule**”) (Municipality and Joule are referred to individually as a “**Party**” and collectively as the “**Parties**”).

RECITALS

WHEREAS, Joule is in the business of, among other things, providing consulting and program administration services for Community Choice Aggregation (“**CCA**”) Programs for municipalities and the residents and business located therein;

WHEREAS, the New York State Public Service Commission has authorized municipalities to participate in CCA pursuant to the CCA Orders (as defined below);

WHEREAS, effective March 16, 2018, the PSC issued an “Order Approving Joule Assets’ Community Choice Aggregation Program with Modifications” in Case 14-M-0224 authorizing Joule, as CCA Administrator, to implement its Community Choice Aggregation Program with opt-out Community Distributed Generation (“**CDG**”)

WHEREAS, the Municipality is exploring whether a CCA Program is appropriate for the Municipality and its residents and businesses and has passed enabling legislation or intends to pass enabling legislation;

WHEREAS, Municipality desires to engage Joule in role as CCA Administrator and Joule desires to provide CCA Administrator Services to Municipality in accordance with this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

1.1 Capitalized terms that are used but not defined elsewhere this Agreement, shall have the meanings ascribed below:

(a) “**Applicable Law**” means the CCA Orders, and all statutes, ordinances, laws, rules and regulations that are related or applicable to the CCA Program, this Agreement, or the Parties to this Agreement.

(b) “**CCA**” means community choice aggregation as defined in the CCA Orders.

(c) “**CCA Administrator**” means the third-party duly authorized to administer the CCA Program including without limitation program organization, administration, procurement, communications, and for meeting all requirements for program implementation specified in the CCA Orders, unless otherwise specified.

(d) “**CCA Enabling Legislation**” means a local law adopted by Municipality according to Municipal Home Rule Law and in compliance with the CCA Orders that authorizes Municipality to implement a CCA Program.

(e) “**CCA Orders**” mean the PSC’s “Order Authorizing Framework for Community Choice Aggregation Opt-Out Program,” issued on April 21, 2016 in Case 14-M-0224, “Proceeding on Motion of the Commission to Enable Community Choice Aggregation Programs,” as it may be amended from time to time, including subsequent orders of the Public Service Commission issued in connection with, or related to, Case No. 14-M-0224.

(f) “**CCA Program**” means the framework that Municipality uses to aggregate eligible customers located within the Municipality to provide access to default Energy Offerings on an opt-out basis and other Energy Offerings on an opt-in basis, as permitted or authorized by the CCA Orders.

(g) “**Compliant Bid**” means a bid for Energy Offering(s), submitted in compliance with the requirements set forth by the Parties in a solicitation, the terms of which are agreed upon by Municipality and Joule.

(h) “**Default Customer**” means a customer of electricity and/or natural gas services eligible to participate on an opt-out basis in the CCA Program or a customer who subsequently becomes eligible to participate in the CCA Program.

To the extent permitted by the CCA Orders, the Municipality may further limit Default Customers to specific geographic areas, specific service classes or otherwise defined segments of the Municipal population.

For the avoidance of doubt, a Default Customer must reside or be otherwise located within the geographic boundaries of the Municipality, as such boundaries exist as of the effective date of the applicable Energy Contract.

(i) “**DER Provider**” means a provider of products and/or services related to Distributed Energy Resources.

(j) “**Distributed Energy Resources**” or “**DER**” means local renewable energy projects, community distributed generation (e.g., community renewables), energy storage, peak demand management, energy efficiency, demand response, community resilience microgrid projects, and other clean energy projects and initiatives that reduce cost of service for Participating Customers, optimize system benefits, and/or address infrastructure and demand challenges within the geography of the CCA Program.

(k) “**Distribution Utility**” means the owner or controller of the means of distribution of electricity or natural gas in the Municipality. The Distribution Utility also serves as the default supplier of electricity or natural gas preceding the establishment of a CCA Program.

(l) “**Effective Date**” shall have the meaning set forth in the preamble to this Agreement.

(m) “**Energy Contract**” means an agreement to provide an Energy Offering to Participating

Customers as entered into by and between the Energy Supplier, Municipality and/or Joule.

(n) “**Energy Offering**” means any product or service authorized by the CCA Orders to be part of a CCA Program or otherwise permitted to be offered by Joule, including without limitation electricity or natural gas supply; community distributed generation, demand response or load management; energy efficiency; other DERs; and financing in connection therewith.

(o) “**Energy Supplier**” means an ESCO, DER Provider, or a provider of other energy products or services.

(p) “**ESCO**” means an entity duly authorized to conduct business in the State of New York as a generator of electricity and/or natural gas or other entity that procures and resells electricity or natural gas.

(q) “**Municipality**” means the municipality set forth in the preamble to this Agreement.

(r) “**Participating Customer**” means a Default Customer of the CCA Program who has not opted out, and a non-Default Customer of any service class who has voluntarily enrolled in the CCA Program.

(s) “**Public Service Commission**” or “**PSC**” means the New York State Public Service Commission or the New York State Department of Public Service acting as staff on behalf of the Public Service Commission.

ARTICLE 2. APPOINTMENT OF JOULE AS CCA ADMINISTRATOR

2.1 Municipality hereby appoints Joule, and Joule agrees to serve, as CCA Administrator in connection with the Municipality’s CCA Program for the term of this Agreement as permitted by, and in accordance with, the terms and provision of this Agreement, the CCA Orders and other Applicable Law. Municipality shall not hire another CCA Administrator for the term of the Agreement.

ARTICLE 3. RESPONSIBILITIES OF THE PARTICIPATING MUNICIPALITY

3.1 Municipality agrees to investigate with Joule the benefits and desirability of implementing a CCA Program.

3.2 Municipality has enacted, or will enact, CCA Enabling Legislation.

3.3 Municipality shall, with Joule’s support, promote and advocate for the CCA Program and educate the public, including without limitation:

- (a) Supporting the scheduling and facilitation of public meetings to disseminate educational information; and
- (b) Allowing use of municipal logo or seal and letterhead for CCA Program promotion; and
- (c) Supporting the promotion of the CCA Program through use of municipal website, social media, municipal newsletter and other municipal communication tools and press outlets.

3.4 Municipality shall, in collaboration with Joule, support CCA Program implementation, including without limitation:

- (a) Participating in the solicitation, review, selection and award of a Compliant Bid to one or more Energy Supplier(s); and
- (b) If requested by Joule, approving a municipal resolution in advance of any solicitation approving the terms and conditions of an Energy Contract relating to such solicitation, subject to the approval of such Energy Contract by the Municipality and its legal counsel; and
- (c) Executing one or more approved Energy Contract(s) with one or more Energy Supplier(s); and
- (d) Reviewing and approving of opt-out letter; and
- (e) Directing CCA Program questions to Joule.

3.5 Municipality shall comply with all Applicable Laws.

3.6 Nothing in this Agreement shall obligate Municipality to enter into any Energy Contract.

ARTICLE 4. RESPONSIBILITIES OF JOULE

4.1 As CCA Administrator, Joule shall be responsible for CCA Program organization, administration, procurement, communications, and implementation described in the CCA Orders, and as described herein.

4.2 Joule shall perform outreach and education activities on behalf of the Municipality for the CCA Program, including without limitation:

- (a) Provide Municipality with information concerning the benefits and desirability of implementing a CCA Program at public meetings, work sessions, phone calls and otherwise; and
- (b) Provide public outreach and education for the CCA Program for a minimum of the duration and breadth required by the PSC.

4.3 Joule shall implement the CCA Program on behalf of the Municipality, including without limitation;

- (a) Prepare, or have prepared, a CCA Program implementation plan and a data protection plan in accordance with the CCA Orders; and
- (b) Provide to the PSC, requested information and documentation of the actions undertaken by the Municipality in connection with the CCA Program and receive required regulatory approvals from the PSC; and
- (c) Manage the procurement process, including without limitation, preparing bid specifications, procuring competitive bids, reviewing responses and negotiating Energy Contract(s) with selected Energy Supplier(s) that are most advantageous to the CCA Program and Municipality; and
- (d) Secure the release of data from the Distribution Utility and manage data in compliance with all national, state and local laws, regulations and other government standards

- including a data security agreement executed with the Distribution Utility; and
- (e) Prepare opt-out letter and manage printing and mailing of letter to eligible customers; and
 - (f) Manage the opt-out process including staffing of a call center to respond to questions or requests to opt-out; and
 - (g) Conduct public outreach and education, on at least an annual basis, for the purpose of maintaining public support and awareness for the CCA Program; and
 - (h) Provide reports to Municipality and PSC as required by the CCA Orders; and
 - (i) Support communications between the Distribution Utility, Energy Supplier(s) and DPS, as required to enable a successful CCA Program.

4.4 Joule shall comply with all Applicable Laws.

ARTICLE 5. PROGRAM ADMINISTRATION FEE

5.1 As consideration for providing services as CCA Administrator, Joule shall be paid by the Energy Supplier(s) a fee or commission. Such fee or commission shall either be described in the applicable solicitation or shall be approved in writing by the Parties.

5.2 In no event shall Municipality be required to make a payment to Joule for Joule's CCA Program Administration or other services, or for any expenses in relation to the CCA Program, except as agreed in writing by the Municipality.

ARTICLE 6. LOCAL PROGRAM MANAGER

6.1 Joule may select a Local Program Manager to Municipality in connection with the CCA Program. Joule may enter into an Agreement with such Local Program Manager, may assign or delegate certain CCA Administrator tasks to the Local Program Manager.

6.2 Joule shall be solely responsible for any fees or payments due to Local Program Manager for services provided by the Local Program Manager.

ARTICLE 7. TERM AND TERMINATION

7.1 Term. This Agreement shall commence on the Effective Date and shall have a term of eighteen (18) months; this Agreement shall auto renew for an additional eighteen (18) months, unless terminated in writing 30 days prior to such termination; provided, however, if one or more Energy Contract(s) is executed by the Municipality during the term (including during any renewal or extended term), the term of this Agreement shall extend until the expiration or termination of any such Energy Contract that is last in effect.

7.2 Termination for Cause. This Agreement may be terminated for cause by either Party (the "**Non-breaching Party**") upon a material breach of the other Party (the "**Breaching Party**") if such Breaching Party has failed to cure such material breach within thirty (30) days of receiving written notice of such breach from the Non-breaching Party.

ARTICLE 8. INSURANCE AND INDEMNIFICATION

8.1 Upon execution of an Energy Contract and for the balance of the term of this Agreement, Joule shall secure and maintain, at its own expense, errors and omissions insurance in an amount not less than one million dollars (\$1,000,000.00) per claim/annual aggregate for claims arising out of the performance of professional services and caused by negligent acts or omissions, with a deductible not to exceed \$50,000 without prior written approval of Municipality.

8.2 In addition to any other remedies available to the Municipality at law or equity, and notwithstanding any other provision contained herein, Joule shall indemnify, defend and hold harmless the Municipality and the Municipality's elected officials, officers, and employees, agents, representatives and independent contractors (the "**Municipal Indemnified Parties**"), from and against any and all costs, claims, liabilities, damages, expenses (including reasonable attorneys' fees), causes of action, suits or judgments, incurred by, on behalf of or involving any one of the Municipal Indemnified Parties to the extent arising directly from or in connection with a claim by a third-party (i.e., a person other than the Municipal Indemnified Parties) arising out of (i) any material breach of this Agreement by Joule (including its obligations, covenants, representations or warranties); or (ii) any material action or omission taken or made by Joule in connection with Joule's performance of this Agreement; which material breach, material action or omission is found in a final judgment by a court of competent jurisdiction or by arbitration to constitute Joule's material breach, negligence or willful misconduct, and excepting from both (i) and (ii) claims resulting from the actions (or omissions where there is a duty to act) of the Municipality or its respective elected officials, officers, employees, agents, representatives or independent contractors.

8.3 In addition to any other remedies available to Joule at law or equity, and notwithstanding any other provision contained herein, Municipality shall indemnify, defend and hold harmless Joule and its officers, and employees, agents, representatives and independent contractors (the "**Joule Indemnified Parties**"), from and against any and all costs, claims, liabilities, damages, expenses (including reasonable attorneys' fees), causes of action, suits or judgments, incurred by, on behalf of or involving any one of the Joule Indemnified Parties to the extent arising directly from or in connection with a claim by a third-party (i.e., a person other than the Joule Indemnified Parties) arising out of (i) any material breach of this Agreement by Municipality (including its obligations, covenants, representations or warranties); or (ii) any material action or omission taken or made by Municipality in connection with Municipality's performance of this Agreement; which material breach, material action or omission is found in a final judgment by a court of competent jurisdiction or by arbitration to constitute Municipality's material breach, negligence or willful misconduct, and excepting from both (i) and (ii) claims resulting from the actions (or omissions where there is a duty to act) of Joule or its respective officers, employees, agents, representatives or independent contractors.

ARTICLE 9. CONFIDENTIAL INFORMATION.

9.1 During the term of this Agreement, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**") information about its business affairs, products/services, confidential intellectual property, trade secrets, third-party confidential information and other sensitive or proprietary information, whether orally or in written, electronic or other form or

media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information shall not include information that, at the time of disclosure: (i) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section 8.1 by the Receiving Party or any of its representatives; (ii) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (iii) was known by or in the possession of the Receiving Party or its representatives prior to being disclosed by or on behalf of the Disclosing Party as demonstrated by written records; (iv) was or is independently developed by the Receiving Party without reference to or use of, in whole or in part, any of the Disclosing Party's Confidential Information as demonstrated by written records; or (v) is required to be disclosed pursuant to applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction (the "**Order**"), provided that in such event the Receiving Party shall give the Disclosing Party prompt written notice of the Order and shall reasonably cooperate with the Disclosing Party prior to disclosure to provide the Disclosing Party with the opportunity, at Disclosing Party's expense, to interpose any and all objections it may have to disclosure of the information required by the Order, or to otherwise limit any disclosure required by the Order to the maximum extent permitted by law and all information disclosed shall otherwise remain Confidential Information until another exception exists described in this Section 8.1. The Receiving Party shall: (A) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (B) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (C) not disclose any such Confidential Information to any third party, except to the Receiving Party's representatives, or approved subcontractors, who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under the Agreement, and who are under confidentiality obligations at least as protective as this Agreement. The Receiving Party shall be responsible for any breach of this Section 8.1 caused by any of its representatives or subcontractors. In the event that a request is known to have been made by anyone seeking a court order disclosing any Confidential Information, the Receiving Party will provide (if permitted by the court order) the Disclosing Party with at least fifteen (15) days notice identifying the information sought to be disclosed, the name, address and telephone number of the third party seeking disclosure, the reason for the requested disclosure, the case style, case number and court having jurisdiction over the action, if any, in which disclosure is sought, and will provide copies of the request for disclosure.

9.2 The Parties agree that any Confidential Information disclosed by Disclosing Party shall only be disclosed to those officials, employees, representatives, and agents of the Receiving Party that have a need to know in order to administer the Agreement.

9.3 Compliance by the Municipality with the New York State Freedom of Information Law ("**NY FOIL**") shall not be a violation of this Article and Municipality shall have no duty to litigate or defend any action against it under the NY FOIL; provided, however, if legally permitted Municipality shall provide notice to Joule of any such compliance prior to disclosure which results in the disclosure of information otherwise prohibited by this Agreement.

9.4 The obligations under this Article 8 shall survive the termination or expiration of this Agreement

for two (2) years.

ARTICLE 10. MISCELLANEOUS

10.1 The Parties acknowledge and agree that Joule is an independent contractor and is not an employee of Municipality. Nothing in this Agreement shall be construed to create a relationship between Joule and Municipality of a partnership, association, or joint venture.

10.2 Neither Party may assign this Agreement without obtaining the written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed.

10.3 Each Party represents and warrants that:

- a) this Agreement constitutes the legal, valid and binding agreement of such Party enforceable in accordance with its terms;
- b) the execution and performance of this Agreement are within such Party's powers, and have been or will be duly authorized by all necessary corporate, municipal or other legally-required action; and
- c) the execution and performance of this Agreement will not put such Party in breach of any other agreements or legal requirements.

10.4 All notices concerning breach or termination of this Agreement (each, a "**Breach or Termination Notice**") shall be in writing and addressed to the Parties at the applicable Address for Notices set forth on the signature page of this Agreement (or to such other address that may be designated by a receiving Party from time to time in accordance with this Section). All Breach or Termination Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile, or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Breach or Termination Notice is effective only (a) upon receipt by the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.

10.5 This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the Parties. This Agreement may be amended or modified only by a writing executed by the duly authorized officers of the Parties. It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument, in writing, signed by the Parties.

10.6 Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to this Agreement, whether between the Parties, or of any of the Parties' employees, agents or affiliated businesses, will be resolved under the laws of the State of New York without regard to conflict of laws principles, in any court of competent jurisdiction.

10.7 If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and shall be replaced by a valid, mutually agreeable and enforceable provision which so far as possible achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

10.8 Section headings are inserted in this Agreement for convenience only and are not to be used in

interpreting this Agreement.

10.9 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature page to follow]

DRAFT

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, as required by the applicable laws of the _____, and the laws, rules and regulations of the State of New York as of the date and year first above written.

Joule Assets Inc.

Municipality

By: _____

By: _____

Name:

Name:

Title:

Title:

Address for Notices:

Address for Notices:

Name:

Name:

Address:

Address:

Email:

Email:

Attention:

Attention:

With a copy to:

With a copy to:



Resolution No. 2021-245

**A RESOLUTION AUTHORIZING THE PURCHASE OF A CARGO VAN FOR USE BY
THE HIGHWAY AND WATER AND SEWER DEPARTMENTS**

The following resolution was offered by **Supervisor Syed and Councilwoman McGraw**, who moved its adoption, and seconded by

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

WHEREAS, the Town's Highway Superintendent and the Superintendent of Water, Sewer and Engineering advise that a replacement van is necessary for use by the Town's Highway and Parks Department and the Town's Water and Sewer Department; and

WHEREAS, quotes were received pursuant to the Town of Niskayuna Purchasing Policy; and

WHEREAS, the Superintendent of Highways and Superintendent of Water, Sewer and Engineering recommends awarding the contract for purchase to the lowest quote complying with the Town's specifications; and

WHEREAS, the Highway, Parks and Recreation Committee, Public Works Committee and Finance and General Government Committee concur with this recommendation.

NOW THEREFORE, be it

RESOLVED, that this Town Board does hereby approve and authorize the purchase of a 2021 RAM Promaster City VDML51 Cargo Van, from Robert Green Auto & Truck, Inc., P.O. Box 8002, Rock Hill, NY 12775, at a total cost not to exceed \$26,000.00.



Resolution 2021 - 246

**A RESOLUTION IN SUPPORT OF SCHENECTADY COUNTY'S CENTRALIZED
ARRAIGNMENT PLAN**

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

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

WHEREAS, Schenectady County is submitting to the New York State Office of Court Administration a plan for counsel at initial appearance coverage for arraignments in local courts; and

WHEREAS, the proposed plan provides for a centralized arraignment part that may be conducted twice a day at the Schenectady County Jail, rather than at the village or town justice court location of arrest; and

WHEREAS, the proposed plan requires the cooperation of the local Town and Village Justices; and

WHEREAS, the proposed plan should assure consistency in representation, as well as, in the after hour schedules of the various Town and Village Justices; and

WHEREAS, state funding is available to provide for the expenses of the justices, as they travel to the City of Schenectady to preside over initial appearances for arraignments; and

WHEREAS, this program will promote efficiency among the Town and Village Justices, Justice Courts and county operations, providing mutual cooperation amongst the county's participating municipalities.

NOW THEREFORE, be it

RESOLVED, that this Town Board does hereby adopt this Resolution in support of the above referenced plan and this Town Board does hereby authorize and direct the Town Clerk of the Town of Niskayuna to submit this Resolution to the County of Schenectady to be shared with the New York State Office of Court Administration and all other municipalities located within the county, demonstrating the town is in favor of the county's proposed plan for counsel at initial appearance coverage for arraignments in local courts.

Local Law G (2021)

A LOCAL LAW ADOPTED PURSUANT TO NYS CANNABIS LAW §131 OPTING OUT OF RETAIL CANNABIS DISPENSARIES AND ON-SITE CANNABIS CONSUPTION LICENSES IN THE TOWN OF NISKAYUNA

SECTION 1. Legislative Intent and Authority

It is the intent of this local law to opt the Town of Niskayuna out of hosting retail cannabis dispensaries and on-site cannabis consumption licenses within its municipal boundaries pursuant to Section 131 of the NYS Marijuana Regulation and Taxation Act and the state Municipal Home Rule Law.

SECTION 2. Opt-Out

The Town Board of the Town of Niskayuna, Schenectady County, hereby requests the cannabis control board prohibit the establishment of retail dispensary licenses and onsite consumption licenses within its jurisdiction and hereby opts-out.

SECTION 3. Severability

If a court determines that any clause, sentence, paragraph, subdivision, or part of this local law or the application thereof to any person, firm or corporation, or circumstance is invalid or unconstitutional, the court's order or judgment shall not affect, impair, or invalidate the remainder of this local law, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this local law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

SECTION 4. Permissive Referendum

This local law is subject to a permissive referendum and may not be filed with the Secretary of State until the applicable time period has elapsed to file a petition or a referendum has been conducted approving this local law.

SECTION 5. Effective Date

This local law shall take effect immediately upon filing in the office of the Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.



Resolution No. 2021-247

**A RESOLUTION CALLING FOR A PUBLIC HEARING ON A PROPOSED LAW
OPTING OUT OF RETAIL CANNABIS DISPENSARY AND ONSITE CANNABIS
CONSUMPTION LICENSES IN THE TOWN OF NISKAYUNA**

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

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

WHEREAS, Section 131 of the New York State Marijuana Regulation and Taxation Act allows the Town of Niskayuna to adopt a local law, subject to permissive referendum, prohibiting the establishment of retail dispensary licenses and/or onsite consumption licenses within its jurisdiction; and

WHEREAS, a local law to opt out must be passed by December, 31, 2021 or the Town of Niskayuna will be unable to opt-out at a future date, but the Town of Niskayuna can opt back in at any given time going forward by repealing the local law which establishes the prohibition; and

WHEREAS, given the timeline outlined above and the lack of State guidance on what retail dispensary and consumption licenses will look like, the Town Planner and Chief of Police recommend opting out at this time, reserving the right to opt back in at a future date; and

WHEREAS, prior to the enactment of any local law, a public hearing must be held to hear all interested parties.

NOW, THEREFORE, be it

RESOLVED, that this Town Board does hereby call for a Public Hearing to be held on November 18, 2021 at 7:00 o'clock p.m. to consider a proposed local law opting out of retail cannabis dispensaries and onsite cannabis consumption licenses in the Town of Niskayuna.



Resolution No. 2021-248

A RESOLUTION TO CALL FOR A PUBLIC HEARING ON THE PRELIMINARY BUDGET OF THE TOWN OF NISKAYUNA FOR 2021

The following resolution was offered by **Supervisor Syed**, who moved its adoption and seconded by

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

WHEREAS, the tentative budget for 2022 has been reviewed by the Town Board, which has made changes, alterations, and revisions it deems advisable in order to form a preliminary budget for 2022; and

WHEREAS, pursuant to Section 108 of Town Law, the Town Board must “hold a public hearing on the preliminary budget” on or before the “Thursday immediately following the general election.”

NOW THEREFORE, be it

RESOLVED, that this Town Board does hereby authorize the filing of the Preliminary Budget of the Town of Niskayuna for 2022 in the Office of the Town Clerk where it shall be available for inspection by any interested person during office hours of the Town Clerk; and be it

FURTHER RESOLVED, that this Town Board does hereby call for a Public Hearing to be held on November 4, 2021 at 7:00 o'clock, PM at the Town Hall, One Niskayuna Circle, Niskayuna, New York 12309, for the purpose of holding a public hearing on the Preliminary Budget for the Town of Niskayuna for 2022; and be it

FURTHER RESOLVED, that pursuant to Section 108 of Town Law, the proposed salaries of the following officers are hereby specified as follows:

Supervisor: \$53,800.00
Town Clerk: \$55,990.00
Town Justice (2): \$32,500.00
Town Board (4): \$10,450.00

; and be it

FURTHER RESOLVED, that the Town Clerk give notice of such public hearing in the manner provided for in Section 108 of Town Law by publishing the same at least once in the DAILY GAZETTE, the said publication to be at least five (5) days prior to the date of said hearing; and the Town Clerk shall also cause a copy of such notice to be posted on the Town Clerk's Bulletin Board not less than five (5) days before the day designated for such hearing.



Resolution No. 2021-249

A RESOLUTION TO AUTHORIZE THE SUPERVISOR TO EXECUTE A CHANGE ORDER TO THE CONTRACT FOR WELL REDEVELOPMENT

The following resolution was offered by **Councilwoman McGraw** who moved its adoption, and seconded by

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

WHEREAS, by Resolution 2021-119 the Town of Niskayuna awarded a contract to Layne Christensen Company for the redevelopment of certain wells located within the Town of Niskayuna; and

WHEREAS, during the performance of the project, it became apparent that in order to fulfill its obligations under the contract, more materials than originally anticipated will be needed; and

WHEREAS, Layne Christensen Company presented the Superintendent of Water, Sewer and Engineering with a change order to the contract; and

WHEREAS, the Superintendent of Water, Sewer and Engineering has recommended that the Town Board authorize a change order; and

WHEREAS, the Public Works Committee and the Finance and General Government Committee concur with his recommendation.

NOW THEREFORE, be it

RESOLVED, that this Town Board does hereby authorize a change order to the contract awarded to Layne Christensen Company, at a cost not to exceed \$10,000.00 above the previously authorized total contract price amount of \$150,000.00.



Resolution No. 2021-250

A RESOLUTION APPOINTING ALTERNATE MEMBERS TO THE TOWN OF NISKAYUNA ETHICS BOARD

The following resolution was offered by **Supervisor Syed** who moved its adoption, and seconded by

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

WHEREAS, Resolution 2021-224 established alternate members to the Town of Niskayuna Ethics Board, and

WHEREAS, it has now become necessary to appoint alternate members to the Town of Niskayuna Ethics Board.

NOW THEREFORE, be it

RESOLVED, that this Town Board does hereby appoint the following representatives to the Town of Niskayuna:

Name	Address	Term Expiration Date
John Sharkey	1908 Baker Avenue	December 31, 2023
Heather Odom	1192 Hedgewood Lane	December 31, 2023
Christopher Rust	1417 Valencia Road	December 31, 2023