



Jaime Puccioni  
Supervisor

# NISKAYUNA TOWN MEETING

Tuesday, April 26, 2022 at 7:00 pm

TOWN COUNCIL  
John Della Ratta  
Bill McPartlon  
Jessica Brennan  
Jason Moskowitz

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## AGENDA FOR APRIL 26, 2022 TOWN BOARD MEETING

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE OF ALLEGIANCE**
4. **SUPERVISOR'S REPORT**
5. **APPROVAL OF MINUTES**
  - a. March 22, 2022 Regular Town Board Meeting
6. **PUBLIC HEARING**
  - a. Public Hearing regarding proposed changes to Chapter 37 of the Town Code of the Town of Niskayuna entitled Police Department
  - b. Public Hearing regarding the Joint Increase and Improvement of the Facilities of Sewer District No. 1 and Sewer District No. 6 in the Town of Niskayuna
  - c. Public Hearing regarding the Increase and Improvement of the Facilities of Consolidated Water District No. 1 in the Town of Niskayuna
7. **PRIVILEGE OF THE FLOOR**
8. **COMMITTEE REPORTS**
9. **RESOLUTIONS**
  10. 2022-98 (Sponsored by Councilmember Brennan) A Resolution permanently appointing a person to the position of Police Lieutenant
  11. 2022-99 (Sponsored by Councilmember Brennan) A Resolution permanently appointing two police officers
  12. 2022-100 (Sponsored by Councilmember Brennan) A Resolution hiring a police officer for the Niskayuna Police Department
  13. 2022-101 (Sponsored by Councilmember Brennan) A Resolution hiring a police officer for the Niskayuna Police Department
  14. 2022-102 (Sponsored by Councilmember McPartlon) A Resolution authorizing the Superintendent of Highways to Use Certain Lawn Mowing and Trimming Services for the Dean Street and Baker Avenue Parks
  15. 2022-103 (Sponsored by Supervisor Puccioni) A Resolution authorizing certain



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- budgetary modifications
16. 2022-104 (Sponsored by Councilmember McPartlon) A Resolution authorizing the Superintendent of Highways to Award a Contract for Temporary Laborers in the Highway/Parks Department
  17. 2022-105 (Sponsored by Supervisor Puccioni) A Resolution authorizing a contract for the public display of fireworks for the Town of Niskayuna Niska-Day Celebration
  18. 2022-106 (Sponsored by Supervisor Puccioni) A Resolution setting the wage rate for a student worker
  19. 2022-107 (Sponsored by Councilmember Moskowitz) A Resolution hiring additional employees in the Town's Office of Community Programs
  20. 2022-108 (Sponsored by Supervisor Puccioni) A Resolution adopting a Code of Conduct
  21. 2022-109 (Sponsored by Supervisor Puccioni) A Resolution authorizing the change of the internet provider for Town Hall
  22. 2022-110 (Sponsored by Councilmember McPartlon) A Resolution permanently appointing two Groundworkers
  23. 2022-111 (Sponsored by Councilmember Della Ratta) A Resolution proclaiming May Building Safety Month in the Town of Niskayuna
  24. 2022-112 (Sponsored by Councilmember Brennan) A Resolution enacting a local law to amend the Vehicle and Traffic Code to provide for the installation of a STOP sign
  25. 2022-113 (Sponsored by Supervisor Puccioni) A Resolution authorizing the Supervisor to enter into a utility credit purchase renewal agreement
  26. 2022-114 (Sponsored by Councilmember McPartlon) A Resolution authorizing student workers in the Town's Parks Department and Water and Sewer Department
  27. 2022-115 (Sponsored by Councilmember McPartlon) A Resolution authorizing safety training for individuals employed in the Town's Water and Sewer Department and Highway Department
  28. 2022-116 (Sponsored by Councilmember Della Ratta and Supervisor Puccioni) A Resolution proclaiming April 23, 2022 as Arbor Day in the Town of Niskayuna
  29. 2022-117 (Sponsored by Councilmember McPartlon) A Resolution authorizing the 2021 4<sup>th</sup> Quarter Corporate Utility Reconciliation
  30. 2022-118 (Sponsored by Councilmember Brennan) A Resolution authorizing the



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- Supervisor to execute an affiliate agreement regarding the Unite Us platform
31. 2022-119 (Sponsored by Supervisor Puccioni) A Resolution authorizing the payment to Tyler Technologies, Inc. for renewal of software licensing and support services
  32. 2022-120 (Sponsored by Councilmember Brennan) A Resolution authorizing the Supervisor to enter into a renewal agreement for insurance coverage for the Town
  33. 2022-121 (Sponsored by Supervisor Puccioni and Councilmember Brennan) A Resolution supporting newly filed Assembly and Senate bills
  34. 2022-122 (Sponsored by Supervisor Puccioni) A Resolution authorizing expenditures from Fund Balance
  35. 2022-123 (Sponsored by Supervisor Puccioni) A Resolution adopting a Building Use Policy
  36. 2022-124 (Sponsored by Supervisor Puccioni and Councilmember Moskowitz) A Resolution approving an annual software agreement for use by the Office of Community Programs
  37. 2022-125 (Sponsored by Councilmember McPartlon) A Resolution authorizing the hiring of a part-time employee at the transfer station
  38. 2022-126 (Sponsored by Supervisor Puccioni) A Resolution authorizing administrative corrections to the 2022 adopted budget for Water and Sewer District No. 1 funds
  39. 2022-127 (Sponsored by Councilmember Della Ratta) A Resolution enacting a local law to amend the Code of the Town of Niskayuna by adding Chapter 130, entitled Historic Preservation Code
  40. 2022-128 (Sponsored by Supervisor Puccioni) A Resolution adopting a public interest order regarding the increase and improvement of facilities of Consolidated Water District No. 1 at a maximum cost of \$580,978.25
  41. 2022-129 (Sponsored by Supervisor Puccioni) A Resolution authorizing the issuance of \$580,978.25 bonds of the Town of Niskayuna, Schenectady County, New York, to pay the cost of the increase and improvement of the facilities of the Consolidated Water District No. 1
  42. 2022-130 (Sponsored by Supervisor Puccioni) A Resolution adopting a public interest order regarding the increase and improvement of facilities of Consolidated Sewer District No. 1 and Consolidated Sewer District No. 6 at a maximum estimated cost of \$53,255.74



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43. 2022-131 (Sponsored by Supervisor Puccioni) A Resolution authorizing the issuance of \$53,255.74 bonds of the Town of Niskayuna, Schenectady County, New York, to pay the cost of the increase and improvement of the facilities of the Sewer District No. 1 and Sewer District No. 6
44. **MOTION TO ADJOURN**

**AT THE REGULAR MEETING OF THE TOWN BOARD OF THE TOWN OF NISKAYUNA DULY CALLED AND HELD ON THE 22<sup>nd</sup> DAY OF MARCH 22, 2022, AT 7:00 PM, HELD AT THE EDWIN D. REILLY, JR. NISKAYUNA TOWN HALL BOARD ROOM, VIA HYBRID IN-PERSON/VIRTUAL MEETING, THE FOLLOWING MEMBERS WERE PRESENT:**

<b>HONORABLE:</b>	<b>JASON MOSKOWITZ</b>	<b>COUNCILMEMBER</b>
	<b>JOHN DELLA RATTA</b>	<b>COUNCILMEMBER</b>
	<b>WILLIAM MCPARTLON</b>	<b>COUNCILMEMBER</b>
	<b>JESSICA BRENNAN</b>	<b>COUNCILMEMBER</b>
	<b>JAIME LYNN PUCCIONI</b>	<b>SUPERVISOR</b>

**Others present:** Michele M. Martinelli, Town Clerk; Alaina Finan, Town Attorney; Diane Percy, Receiver of Taxes; Elizabeth Greenwood, Comptroller; Ray Smith, Highway Superintendent; Matthew Yetto, Superintendent of Water and Sewer; Laura Robertson, Town Planner; Jordan Kochan, Chief of Police, Eric Amberger, Assessor; Lori Peretti, Coordinator of Community Programs; Seth Goldstein, Systems Administrator; Susan Polsinelli, Confidential Secretary to the Supervisor; Denis Brennan, Town Historian.

**Virtual:** Janet Wynne, Confidential Secretary to the Comptroller.

**CLERK'S BUSINESS**

Minutes of the February 22<sup>nd</sup> Regular Town Board Meeting were approved as presented

**PUBLIC HEARING**

Public Hearing regarding adding a Historic Preservation Code to the Niskayuna Town Code

Gloria Kishton, 207 Union Street, Chairperson of Schenectady Heritage Foundation which is a county-wide historic preservation nonprofit established in 1979 and addresses historic preservation through advocacy, education and grants. She stated the Schenectady Heritage Foundation is thrilled that the Town Board is moving toward adopting some sort of historic code for the Town of Niskayuna and is happy to help in any way possible. The foundation has been advocating for historic preservation as they are an offshoot of the Stockade Association and some of the members of the association wanted to focus more on historic preservation.

Dennis Brennan, 854 Barton Place, thanked Gloria for coming to speak tonight and hopes to be working with her in the future. As Town Historian, Mr. Brennan strongly endorses adding a Historic Preservation Code to the Niskayuna Town Code. Mr. Brennan made the following suggests for additions to the document. By making these additions he believes it would help to strengthen the code. Section 130-4 stipulates procedures for dealing with demolition of buildings more than 49 years old; he believes this section should include not only demolition but also relocation, major alterations and encroachment on historic structures. Second, if demolition of a historic structure is permitted the preservation commission should be allowed the time to examine and document the structure thoroughly throughout the demolition process, this is so one can learned by what is being taken down. Finally if not already in part of the Town's building

code, this code should include some enforcement and penalty provisions for violations of the preservation code.

When no other members of the public wished to be heard and no statements from the public were to be read, Supervisor Puccioni closed the public hearing.

### **PRIVILEGE OF THE FLOOR**

Leslie Gold 1919 Pawtucket Avenue, commented she will try to speak very clearly and enunciate clearly because she noticed the minutes from the February 22<sup>nd</sup> meetings were not entirely accurate and she listened to the playback and she understand why. The statement that's in case of municipal government you are bound by state civil service law for municipalities which closely parallels it's theory and she is sure she reference New York State Civil Service Law for state agencies because it is the parallel, there are some tiny differences here but for the most part it's very much the same and she said she did raise the question about how employees would access the new human resources consulting group and she commented she just doesn't know the answer to that. Ms. Gold commented on the ceremonial resolution, which could easily be a sense of the board resolution that supports Ukraine against in her mind the totally unjustified, unwarranted and unprovoked war against Ukraine.

Linda Rizzo, 2229 Fairlawn Parkway, commented on the hiring of an attorney on an on need basis for \$190 an hour, she said she is a little bit amazed, because it was never discussed at the finance committee meeting. She said she's not disputing his knowledge of the Town law; it is that proper procedure wasn't followed. Ms. Rizzo stated she watched the finance meeting and it was only 25 minutes long with nothing of substance and this topic was not brought up. She commented that the same thing happened with the human resource firm that was hired, proper procedure was not followed. Ms. Rizzo commented on the home rule that was being voting, she said she was not opposed at all to anyone having a window period to get to the next step in their pension plan, but she had to pay up front thousands of dollars out of pocket, her organization didn't pay a dime and she didn't expect it. Her concern is the paying of the \$500,000.00 dollars out of the Town's fund balance. She said again this never went through the process of the finance committee. She stated this has been in the works for two years and some of you may be shocked at this. She said talked to Senators to Tedesco's office today and the legislative aid in charge of writing the bills or presenting them, told her this has been going on for two years. Denise McGraw is the one that brought it to them. Denise McGraw was the person responsible for the bill, no one on the current board was responsible for this and secondly she told Denise two years ago she did not agree with using the fund balance or paying large amounts of money out of pocket without a thorough analysis.

Vince Daly, 2231 Webster Drive, stated he has been a residence of Niskayuna for over 55 years with his wife Lynn and raised two sons. His son Paul is raising his two children in Town and

Paul is also one of the police officers unfortunately put in the wrong retirement plan when they were first hired and stated it should have been corrected within a reasonable time. Mr. Daly stated he has been lobbying this for 15 years with supervisors, with the Town council and is asking the Town council tonight to pass the amendment for 2022-76 to give the supervisor the authority to approve with the PBA and the police officers. It's gone long enough, police officers put their lives in danger every day, this is the least we can do for them.

Gary Connor, 1187 Van Antwerp, is Detective John Connor's father and is a retired Niskayuna Police Officer who retired in June of 2007 after 29 years of service to the Town he loves. He has lived here 65 years and went through Niskayuna schools, married and settled in the town to raise his family. Mr. Connor commented both of his sons John and Brian followed in his profession as Niskayuna police officers and his wife Carol is the Court Clerk in the Niskayuna Town Court for 17 years. Mr. Connor commented the Town Board has his full support behind sponsoring the two bills that are going through the New York State legislatures to rectify the four police officers retirement.

Roy Thornton, 1337 Regent Street, was gratified by the positive response given to his proposal at the last town meeting to establish grassland bird and pollinator habitat on the landfill cap at Blatnick Park. Mr. Thornton gave copies of his presentations to Ms. Martinelli and anybody who wants one. Spring is here and birds and the bees and the butterflies will show up soon, he hopes that a modified mowing schedule can be in place by April 15. Grassland birds start nesting about May15 and pollinators need flowers even earlier than that. He stated he would be happy to assist in mapping out critical areas, deciding on mowing methods and placing signs.

Joe Lazzari, 221 Harbor Side Drive, he is a retired Schenectady Police Officer serving for 27 years. When he retired he stated it was like he was rejuvenated, because the job does wear you out. He said he is familiar with some of the officers and knows what a great job they do and to deny them retirement is really unfathomable because these guys dedicated 20, 25, 26 years. Why would you want these officers on the street if they're disgruntled? It's not a good situation to go to work when you're not happy. Mr. Lazzari fully supports the Town Board pass this legislation because it's well deserved and again it does open up opportunities for younger police officers to be more energetic and more diligent.

Dan Elliott, 2213 Garden Drive, has been a Town resident for more than 60 years and has been in the Grand Boulevard Fire Company for 40 plus years. Mr. Elliott stated he met a lot of the officers and heard about the problem longer than what somebody said, he heard about it for a long time from different politicians when they campaign door-to-door saying they were going to fix it at the time. It's a tough job and he doesn't envy what they have to do and to keep them fresh, the 20-year retirement is a good thing. Mr. Elliott commented that he thinks this board should do everything they can to make the retirement the way it should be

**Letters submitted to be read by Supervisor Puccioni**

To whom it may concern,

I'm writing on behalf of Paul Daly, Jeff Relation, Joe Twitty and Jon Connor. As a taxpayer and resident of [Niskayuna \(1353 Hawthorn Rd.\)](#) I ask for your continued support to help assist these members of our wonderful police staff to support the NYS legislature that would authorize the town to make modifications to their retirement plans that should have been resolved years ago.

These gentlemen risk their lives everyday for all of us. They protect and serve with honor and should have the right to retire with the same standards as any other Police officer in the state. I ask for you to put yourselves in their situation and appreciate the opportunity to assist in every way possible.

THank you for your time

William Cappiello [1353 Hawthorn Rd Niskayuna, NY 12309](#)

Good morning,

Several town residents, including myself, have recently become aware of at least four Town police officers who were placed in the incorrect retirement system in NYS when hired. It's our understanding that it has been a years-long battle to rectify the situation; that there is an expense to the Town attached to fixing things; and that there is a vote today, March 22, regarding this issue. I am writing to communicate my support of these officers and ask that you do the right thing and *vote in favor* of finally allowing these hardworking Town employees to have the retirement benefits they are entitled to.

Thank you,

Gretchen DeBobes

Good afternoon,

Several town residents, including myself, have recently become aware of at least four Town police officers who were placed in the incorrect retirement system in NYS when hired. It's our understanding that it has been a years-long battle to rectify the situation; that there is an expense to the Town attached to fixing things; and that there is a vote tomorrow, March 22 regarding this issue. I am writing to communicate my support of these officers and ask that you do the right thing and *vote in favor* of finally allowing these hardworking Town employees to have the retirement benefits they are entitled to.

Thank you, Zak Cassidy-Dorion



Supervisor Puccioni and Town Board Members,

I am sending this message in support of NYS legislation bill A07624 S07238. This is to fix 4 NPD Officer's retirement plan. I am in full support of approving this bill. Officer's face countless long term psychological, and physical strains. Forcing them to work far more than the standard retirement program would be a huge injustice to them. These officer's were placed into the wrong retirement plan, unbeknownst to them, and had to endure the impact of this error on many levels. They swore to serve and protect this town at all costs, risking their lives daily. The least we can do is ensure they can retire in an appropriate time. I truly thank you for prioritizing this bill, doing the right thing for our community and showing what Niskayuna stands for.

Layla Khafaga Founder

March 21, 2022

Ms. Jaime Puccioni  
1 Niskayuna Circle  
Niskayuna, NY 12309

Dear Ms. Puccioni and esteemed colleagues,

Please allow me to introduce myself. My name is Courtney Connor Daddario and I am the proud sister of Detective John Connor, who has proudly served the Town of Niskayuna Police Department for 24 years. Along with our brother Patrolman Brian Connor, John followed in the footsteps of our father, Gary D. Connor who honorably served for 29 years as patrolman and DARE officer and joined the ranks of the many fine men and women who we grew up with and consider family.

Growing up with a father as a police officer in the town you live has its pros and cons, as I am sure you can imagine and as Mr. Moskowitz knows firsthand. However, I distinctively remember when our father was inducted in to the Niskayuna High School Hall of Fame in 1992 and my then 17 year old brother John was asked to give the induction speech. As I sat in the crowded Proctors theatre for the class of 1992 graduation ceremony as a mere 10 year old it was at that moment that I knew my brother would one day become a police officer simply based on the speech he gave about our dad.

My brother has always been a man of few words, but an incredible source of knowledge and wisdom. I am the youngest of the family and the only girl aforementioned and with a seven-year age gap between John and I we didn't always have common interests. Yet, he was my older brother and I looked up to him more than he will ever know, more than he probably even knows now. This is the same role he takes in the police department. A guy of few words but vastly respected, full of knowledge, there to help when needed and a plethora of years full of wisdom. We do not know what the men and women encounter every day on the job and certainly this day in age is far more difficult than it was back when our father was on. Still, these men and women put the uniform on and go to work each day to serve and protect the very town we all love and live in and raise our own families in and for us, grew up in.

New York State Senator Jim Tedisco along with Assemblyman Phil Steck have sponsored before NYS legislature bill A07624 and S07238 which, if you graciously adapt and implement within the Town of Niskayuna would allow Lieutenant Joe Twitty, Detective Paul Daly, Sergeant Jeff Relations and my brother, Detective John Connor the freedom to retire at their discretion. These men have put their lives on the line day in and day out for a combined 87 years of service for us, the residents of the Town of Niskayuna. They have become family to our families and have been there for us when we needed them most.

Thank you Supervisor Puccioni and the Town Board for your consideration in this matter.

Respectfully,  
Courtney Connor Daddario  
Sister of Detective John Connor

Dear Town Supervisor Puccini, good evening,

Several town residents, including myself, have recently become aware of at least four Town police officers who were placed in the incorrect retirement system in NYS when hired. It's our understanding that it has been a multi years battle to rectify the situation; that there is an expense to the Town attached to fixing things; and that there is a vote tomorrow, March 22 regarding this issue.

I am writing to communicate my fervent support of these officers and ask that you do the right thing and *vote in favor* of finally allowing these hardworking Town employees to have the retirement benefits to which they are duly entitled/

Thank you for your consideration..sincerely,  
Argie P. Cakouros-Serras 895 Northumberland Drive (since 1977)

Supervisor and members of our Town Board,

My name is Kelsey Irwin and I write to you today in hopes of getting closer to a resolution on a years-long attempt with the town regarding retirement for a few select members of the Niskayuna Police - John Connor, Gary Relation, Joe Twitty, and Paul Daly.

Although new to Niskayuna, support for law enforcement has been long time running. Through real life experiences with my own grandfather, an NYPD and my cousin, a Schenectady police officer I know what these men (and women) give and do for us on a daily basis. These officers give their lives and protect us, and that protection should be reciprocated. To have been unwillingly placed into a plan that does not support retirement as it should, call me crazy, but is similar to charging someone wrongfully. We are all in the business of supporting our own, and now we have the chance to do that - with your support.

I fully support these men, Niskayuna and you - as town board members and supervisors. I hope that we as a community can come together and get this bill passed and adopted so that these men are able to retire on their own terms all while continuing to serve and [protect.us](http://protect.us) as they have so far. Please do not hesitate to reach out or let me know if anything else i can do to help.

Many thanks,  
Kelsey Irwin

I'm writing this message in support of passing legislative biills A07624 and S07238, that would authorize the town of Niskayuna to make modifications to the current retirement plans of several officers. It is my understanding that 4 officers in particular are being negatively impacted by their current retirement situation, one in which they were unwittingly placed in by the town at the time they were hired. I personally know these officers and have watched them loyaly serve our community for many many years. I ask that you do the right thing and give them their due right in my view to manage their own retirement.

Medo Khafaga

Dear Supervisor Puccioni and esteemed Town Board Members,

I hope this email finds you and your loved ones well.

I would like to voice my support for Bill A07624 and S07238, authorizing the Town to modify the current, unfavorable retirement plans of Lieutenant Joseph Twitty, Detective John Connor, Detective Paul Daly, and Sergeant Jeff Relation.

In a world where people who desire to do good find themselves stymied – with heavy costs being paid by others, our Town has a chance to do the right thing. These men have honorably served our community for a long time and should have this issue fixed as soon as possible.

As a fellow public servant in our Town, it is important that we do all we can to support and adopt Bill A07624 and S07238 and ensure that these devoted public servants receive the dignified retirement they have earned.

Thank you,

Genghis Khan  
Planning Board Member  
816 Red Oak Drive  
Niskayuna NY, 12309

To whom it may concern,

I am writing in support of Niskayuna four police officers who have issues with mistakes made in paperwork filed years back for their retirement. I hope that this email helps to rectify this issue. Thanks for any consideration and support.

Sincerely

Matthew Flynn

Dear Niskayuna Town Board Members,

We are writing to you today about the outstanding issue with the four police officers/detectives and their retirement plan. We would like to show our support of the bill A07624 and S07238 that would authorize the Town to make modifications to their current retirement plan.

As a lifetime member of the Town of Niskayuna, my husband and I believe that this is the right thing to do. These men have given many years of service to our community and deserve to have this rectified.

Thank you for your time and consideration,  
Alexis and David Licht  
906 St Davids Lane

Dear Supervisor Puccioni and Town Board,

As a long term resident and registered voter, I am writing to express my support for Bill A07624 and S07238, authorizing the Town to make modifications to the current, unfavorable retirement plans of Lieutenant Joseph Twitty, Detective John Connor, Detective Paul Daly, and Sergeant Jeff Relation.

It is imperative that the Town does all it can to ensure that these gentlemen, who have served this community with honor over their long careers, have this unfortunate situation rectified as quickly as possible.

Please support and adopt Bill A07624 and S07238 ensuring that these devoted public servants receive the dignified retirement they have earned.

Thank you,  
Nahla Khafaga  
816 Red Oak Drive  
Niskayuna NY, 12309

Dear Friends,

I hope this finds you well. As a resident of Niskayuna, I am writing to ask for your support of bills A07624 and S07238 so the retirement plans of officer John Connor and others can be rightfully modified.

I have read the bills in full and understand the financial implications to our town and taxpayers, however I believe that the fair treatment of these men who have protected our community should be prioritized.

We should support our officers and send a clear message that our town values them and the sacrifices they have made for decades on behalf of our residents.

I am standing by if you'd like to discuss further or if I can do anything to help you bring resolve to this situation.

Best Regards,  
Jesse

**Jesse Bonanno**

Address: 1390 Myron st  
Phone Number: 503-975-1448

What does this comment regard? Please be specific.: I am writing in regard to the proposed change to the Niskayuna Police Dept retirement plan. I wanted to go on the record as in favor of reverting to the previous retirement plan. My feeling is being a police officer is by far one of the most stressful work environments in the country. Officers signed up to do the job with the understanding (like teachers and any other public employee) that after X number of years of

service you would be eligible to retire. I don't think it's fair to change it mid way through someones service. I thank you for your time and consideration of this matter. Thank you.

Dear supervisor and Town Board members,

My name is Todd Vaccaro and I am a dentist here in Niskayuna. I grew up in Niskayuna and now own a dental practice on Union street. I am a big supporter of our police officers and police force and have recently found out about an injustice that is affecting some of our officers.

I am writing to ask you to please support Bills A07624 and S07238. These 2 pieces of legislation will help rectify this injustice.

John Connor, Paul Daley and Jeff Relation are personal friends of mine who had a problem with their retirement paperwork back when they first joined the police force. This issue caused their retirement benefits to be mislabeled and therefore they are not getting the benefits they deserve. As I am sure you are aware of the issue, I will not go into the details, but I find the fact that this issue has not been rectified since their first year on the force to be appalling. From what I know about all three of these individuals, they are great benefits to our town police department. I ask that you help us respect them, their families and the job that they have done since their entry into the force and do what you can to make sure the issue with their retirement is corrected. I have faith in the Board and hope that you will do everything you can to help adopt these two pieces of legislation.

Thank You

Todd Vaccaro

Supervisor Puccioni and Members of the Niskayuna Town Board,

I am writing to the members of the Town Board to voice my full support for the enactment of a Town Board resolution that corrects and consolidates the deserved retirement plan for Niskayuna Town Police Officers. Additionally, I am writing to voice my support for the passage of N.Y.S. Assembly Bill A07624 and N.Y.S. Senate Bill S07238. The responsibility of Town government to provide for adequate, appropriate and uniform retirement benefits for our sworn Niskayuna Town Police Officers has been a particular concern for me especially during my tenure as Chief of Police of the Niskayuna Police Department. A close review of the content of a prior N.Y.S. Appellate Court case, regarding retirement benefit anomalies for certain sworn members of the Niskayuna Police Department, had caused me to review and address seemingly unequal retirement plan assignments for certain sworn Department members. The unfair practice addressed in the Appellate Court case troubled me and I took up the issue directly with Town Supervisor Yasmine Syed in 2020. While this important issue has languished and gotten kicked down the road for far too long, It is now time for the Town Board to approve a local law and a home rule message to the N.Y.S. Legislature in support of

correcting the deserved retirement plan for the affected Police Officers. In doing so, this action should thereby standardize the New York State retirement plan assignment for all sworn and employed Niskayuna Town Police Officers.

Frances E. Wall

Good afternoon -

I wanted to take a moment to let you know that as a resident of Niskayuna, I am in support of placing the 4 affected police officers in the correct retirement system. It is my understanding that this was an error many years ago and that multiple administrations have worked over the years to try and correct it. I believe this is on the agenda for next week's board meeting, and it has my full support.

Thank you!  
Mike Rodgers

Ms. Puccioni,

I'm writing to ask that you please help to fix the matter of retirement benefits for several Niskayuna police officers, whose paperwork was incorrectly filed when they were hired about 20 years ago, and who are not currently eligible to receive the retirement benefits that are meant to be part of their employment package.

This has been an issue that has been known for many years and has yet to be solved. Please make this right.

Sincerely,  
Heidi Rodgers

My name is Michael Walsh and I am a retired Niskayuna Police Officer and have been since 2013 with 24 years of dedicated service. I am writing this in response to hearing that the Town of Niskayuna and the members of the town board are in support of making modifications which may allow four (4) members of the Niskayuna Police Dept to be enrolled into the NYS Police and Fire retirement system. These members, (Joseph Twitty, Jeffrey Relation, Paul Daly and John Connor) have been working for years to keep the Town of Niskayuna and its residents safe. I have personally worked side by side with each and every one of them and am so happy to hear that you all are looking into helping them out and getting them into the retirement system which they should have been in from the start. I am praying that these bills get passed and adopted by the town so these fine officers can retire. Thank you for any and all support you can provide.

Some of you I know personally and others I do not, however, Please, if any of you have any questions feel free to contact me directly at 518-320-2185. Thank you in advance M.T.W

Good evening Supervisor and members of our Town Board,

My name is Jessica (LaVallee) Irwin and I was a long-time resident of the Town of Niskayuna before moving to the Wood Haven neighborhood in Glenville. My great-grandfather founded the Niskayuna Police Department in 1928, my grandfather served as Chief, and my mother also retired as the Juvenile Detective. Collectively my family served 81 years as members of the Niskayuna Police Department. To say we support this department is an understatement!

I am elated to hear that you are finally acting upon and supporting John Connor, Gary Relation, Joe Twitty, and Paul Daly in their never ending pursuit of what I would consider to be justice. As you are aware, it has been an uphill battle for this "accident" to be reversed so these officers, who have tirelessly served our community with professionalism and pride, can retire. My husband is a current Schenectady Police Officer, and on top of my experience as a daughter, granddaughter, great-grand daughter and now wife of a law enforcement officer, I can wholeheartedly say that 20 years of service as a law enforcement officer is more than enough. The "wear and tear" this profession takes on an individual, and their families, is significant.

It is time to allow other eager officers to take these officers' places. I have no doubt this will help to boost morale in a department that could really use it, especially during a time of anti-police rhetoric and lack of support from the people they serve. Worth mentioning, but certainly not the biggest argument, is the fact that this would save the town a lot of money by hiring "less expensive" officers at Step 1.

I am grateful for the time you took to read this, and appreciate any and all support you are willing to give these fine men that I am lucky to call my "family". Please feel free to contact me with any questions, concerns, or comments you may have.

With Gratitude,

Jessica Irwin

Town Supervisor and Town Board Members,

My name is Ronald Kaszuba Jr. I am a Niskayuna resident and career first responder. It has been brought to my attention that there are currently four Niskayuna Police Officers that have been placed in the wrong retirement plan upon being employed several years ago. I am writing to express my support to get these four police officers placed into their rightful police and fire retirement plan like all the other police officers within the Niskayuna Police Department were placed.



I can relate to these four individuals starting out in the police and fire profession. I personally started my career as a firefighter in 2010 and was guided into the most beneficial retirement plan offered by my employer upon getting hired. I honestly did not understand all the benefits related to my retirement, as most new hires in the police and fire service do not at this age, but was guided in the right direction by others looking out for my best interest. I am not sure how these four individuals of the Niskayuna Police Department were misguided towards the least beneficial option of a retirement plan or how this oversight occurred, but I would like to see this resolved for them.

My research has shown that nearly 80% of police and firefighters in New York State are in a special plan of 384, 384-d, 384-e, and 384-f. These plans have no age restriction for retirement as long as the years of service have been met. This is one of the enticing benefits of being a firefighter and police officer in New York State and is a needed benefit during these difficult times.

The professions of police and fire have always been geared for young healthy individuals. Both careers are physically and mentally demanding. The work schedules can be overwhelming with responses occurring 24-7 with expectations from the public to be on point at all times. That is why the retirement option of 20 years has always been offered to police and fire individuals across the state. Expecting a police and fire individual to be mandated to work to the age of 55 or 62 years old is mentally and physically draining on a person. These positions are not like normal careers. We are required to be in a constant state of readiness to serve the community and protect the residents at a moment's notice.

I am asking each Town Representative to do everything that they can to get these four police officers into their correct retirement plan. I feel this will be beneficial for the town, the police department, and its residents. I feel it will pay dividends in boosting morale within the department. Thank you for your time.

Sincerely,  
Ronald Kaszuba Jr.

Julie Neugebauerj  
[2501 Whamer Lane, Niskayuna, NY 12309](mailto:Julie.Neugebauerj@niskayuna.org)

I am writing to show my support for fixing the four police officers' retirement. I believe it should have been done a long time ago.

John Neugebauer  
[2501 Whamer Lane, Niskayuna, NY 12309](mailto:John.Neugebauer@niskayuna.org)

I am writing to show my support for fixing the four police officers' retirement. I believe it should have been done a long time ago.

Ladies and Gentlemen,

I am reaching out to you today to advocate for some of my fellow civil servants. I am the president of the Niskayuna Permanent Firefighters Association and I represent the 18 professional firefighters who live and/or work in this fine town. It has come to our attention that there are several members of the Niskayuna Police Department who have erroneously been placed into an inferior retirement plan. We wish to voice our support of NYS Assembly Bill A07624 and NYS Senate Bill S07238, which would empower the Town Board to correct an old mistake. These men have faithfully served the Town of Niskayuna for over 20 years. We believe that it is time to place them in the plan that they should have been placed into when they were first hired. I am thankful that when I was hired by the fire department, there were administrators here that ensured that I was placed into the most advantageous plan possible. As a 26 year old at time of hire, I was both unaware of my options, and did not really understand them when they were offered.

I and my fellow firefighter believe that the Town Board should support these officers who have served the Town, and finally fix the mistake that has been looming over these men for many years.

I thank you graciously for your consideration of this matter.

--

John Baker  
President  
Niskayuna PFA- Local #4151  
Box 181  
2215 Nott St. East  
Niskayuna, N.Y. 12309

Members of The Board,

My name is John Baker and I reside at 1338 Myron St. I am reaching out today to voice my support for NYS Assembly Bill A07624 and NYS Senate Bill S07238, which would authorize you to make modifications to the retirements of Lieutenant Joseph Twitty, Sergeant Jeffrey Relation, Detective John Connor, and Detective Paul Daly, and place them into the retirement plan that they should have been placed into when they were hired.

The fact that this happened in the first place is suspicious at best. The fact that over 20 years later, and at least 15 years after it was discovered, it still hasn't been rectified is unconscionable. These men have served the Town of Niskayuna faithfully for at least 20 years each, and it is long past time that we give them their due. I hope this board has the courage to rectify the mistake that was made long ago.

Thank you for your time,

John Baker

Dear Sir/Madam:

I am in support of the Niskayuna Town Board adopting, the New York Legislation, Bill A07624 and S07238, which would allow modifications to the current retirement plan that impacts the following officers-John Connor, Joe Twitty, Jeff Relation and Paul Daly.

Thank you for your time,

Kelly Pallotolo

Mary Kay Ind Beauty Consultant

Esteemed Supervisor and Town Board Members,

I wish to express my gratitude for your efforts in resolving the issue of retirement benefits for four distinguished members of the Niskayuna Police Department who have served our Town honorably, each with more than 20 years of service. This administration has shown great leadership in a short period of time in finally addressing this long-outstanding issue. The continued dedication of these four members of the Niskayuna Police Department, as well as the thoughtful leadership of this administration, is remarkable. I am proud to witness such professionalism and commitment.

Sincerely,

Michelle Ostreich

76 Pheasant Ridge, Niskayuna

When no other members of the public wished to be heard and no statements from the public were to be read, Supervisor Puccioni closed the privilege of the floor.

## COMMITTEE REPORTS

**Public Works, Transportation and Public Facilities Committee,** Councilmember McPartlon reported the Highway and Public Facilities is fully staffed. The Parks Department crews are working on winter projects such as clearing brush on pads in our parks, maintenance work on all of their equipment and snow removal. The Highway Department has been doing a very good job with clearing of snow and the Town's overnight parking rules are still in effect. Bids for the Dean Street Park, Baker Avenue Park mowing and temporary labor for yard waste pickup has gone out. The Highway Department is working on the paving list of the Town roads for this paving season coming up. The Town is looking for grant money and or budgeting for paving replacing for the tennis courts at Avon Crest Park. The committee discuss mowing at the landfill, hopefully Mr. Thornton and Mr. Smith can get together to discuss the possible mowing of some pads within the landfill for maintenance. A priority list will be put together for projects needed to be completed at the Town facilities and the Town is getting some estimates on the work needed to be done. Yard waste pickup starts in the beginning of April; the announcement will be in the gazette Friday and Saturday and is also on the Town website. Councilmember McPartlon reported the Public Works which is the Water and Sewer Department discussed the Pierce Road extension, the Whitmyer Drive sewer extension and also the city water contract. There is a dish network company in Town requesting to replace equipment on the Town's water tower; the Legal Department will be reviewing this contract. Councilmember McPartlon announced there is a resolution on the agenda this evening for the SCADA system the Town uses to help the Water and Sewer maintenance workers monitor the systems remotely. The Finance Committee approved work to be done on a backhoe and also approved the replacement and some pump repairs. Councilmember McPartlon reported there is resolution on the agenda for the spring utility commercial water bills which will be going out soon. The Waste Water Treatment plant has been working with contractors to do some modifications that have to be made on some of the equipment. There are hopes that with these modifications this will start to bring in some funds in for the Town within the next three to four months. There is also work planned on the Water Treatment Plant with, well replacement and pump replacement. The next Public Works, Transportation and Public Facilities Committee meeting will be held on April 7th at 8am

**Police and Public Safety Committee:** Councilmember Brennan reported the Police Reform Implementation Task Force met on February 3<sup>rd</sup> and March 3<sup>rd</sup>, the next meeting is April 7th at 5:30 pm. The Niskayuna Police Department is continuing its transition to Lexipol policy manual in order to continue work on making our policies more comprehensive. A traffic engagement schedule was posted for the department, this will be specific and directed and based on data and community input. The Police Department has two vehicles being outfitted; the vehicle repair bid was awarded to Auto Solutions. Councilmember Brennan thanked the Highway Department and Deputy Chief for their efforts on putting out a mini bid for two vehicles for purchase in 2022. The body worn cameras project continues to progress the board is voting on the resolution to match fund grant funds tonight. There was a drain pipe plugged in the sally port and Charlie is continuing to work on getting this resolved. Councilmember Brennan reported Recruit Guest is progressing through the academy; Officers Walter, Comanzo and Robinson are going to attend training to become field training officers. Chief Kochan and Lieutenant Twitty completed a week of training through the New York State Chiefs Association for new administrators. The Niskayuna Police Department is finishing training on Autism, emotional and psychological

disorders and missing persons with Alzheimer's for law enforcement. The Niskayuna Police Department completed its annual Taser recertification training; Councilmember Brennan thanked Officer Munger and Henry for their hard work on this training. Councilmember Brennan reported on citizens' issues, the Niskayuna Police is continuing the transition period of Story Avenue's new Town ordinance of weight limit. Mary Ann Kapunan requested a stop or yield sign at intersection of Middle Street and East Street, a public hearing on January 25<sup>th</sup> was held but no one spoke, the Town is looking at the best platform to engage community feedback. Vanessa Wheeler of Fillmore Avenue is concerned with speed on this road, a traffic study was conducted and no speeding issues were found; this will continued to be monitored. Jen Smith and Erin Hall of Dean Street have continued concerns of volume, speed and commercial vehicles on Dean Street, they requested a broader look at traffic calming measures, and a meeting is being scheduled with Capital District Transportation Committee for a broader discussion. Officer Munger has moved the sign to collect data from the southbound side of Dean Street, Officer Munger, Laura Robertson and Chief Kochan continue their work on this. Supervisor Puccioni attended the committee meeting representing Mike Cleat of Consaul Road who was not able to attend. Mr. Klett asked Supervisor Puccioni for help with speeding concerns and asked for a traffic study at the intersection of Brendan and Consaul Road. Chief Kochan said he would also send out additional officers to that area. Supervisor Puccioni added she has done some drive arounds on the Troy-Schenectady Road, Birchwood Lane and Consaul Roads loop and witness community engagement and officers patrolling. Jacqueline Anderson requested Niskayuna Police Department look at the intersection of Dorwaldt Blvd. and McClellan Street do to people not stopping at the stop sign, patrols have been directed to this area to monitor this intersection. Scott and Tammy Kishbaugh were concerned over weight limits not being enforced on Van Antwerp Road between Balltown Road and Union Street, Chief Kochan and Town Attorney Finan are looking into whether this section of roadway is in fact restricted. Councilmember Brennan announced Niska Day is May 21<sup>st</sup> and Lieutenant Twitty is working with the Niska Day Committee in anticipation of another successful event. Councilmember Brennan stated the Town Court reported lights out in the parking lot do to a power outage after a storm; Charlie worked to fix them right away. Evictions continued to be higher than usual, the centralized arraignment program is still to be determined with a start date and Judge Scagnelli is having his first Covid precautions jury trial. The fire department reported the annual Active Shooter Rescue Task Force training with Niskayuna Police Department is being conducted at Union College, Councilmember Brennan thanked to all the agencies involved in this collaborative joint training for personnel. Councilmember Brennan reported interviewing is taking place for two potential lateral candidates in the Niskayuna Police Department. The Police and Public Safety Committee is continuing to look at the Welfare Check Registry Plan, Community Survey planning and continue to review the Town code to update its language. The next Police and Public Safety Committee meeting is April 7<sup>th</sup> at 3:30 p.m.

**Parks and Recreation Committee,** Councilmember Brennan reported ski club was very successful with 69 skiers which was an all-time high. The universal application was completed and blasted via Town email. Recreation camp leaders and town pool lifeguards are still needed if anyone is interested please contact the Town Community Programs Department. Summer programs will open for registration April 1<sup>st</sup> and the Bunny Parade will be held on April 15<sup>th</sup> from 10a.m. to 11a.m. The plan is for in person as long as the Covid numbers stay low. The Town has added contests to the parade, with prizes for the best hat and best bunny ears. Spring

soccer the registration closes on March 31<sup>st</sup> at this time the levels are half full. Coaches and referees are needed at all levels; please contact Julie Lohre if you can help with this. Councilmember Brennan reported the following resolutions are on this evening's agenda, a CIPS grant; this is money from Schenectady County for the summer concert series, Niskayuna Community Foundation grant application for improvements at our dog park and the Town facility use manual has been updated. Councilmember Brennan reported Linda O'Brien shared with the committee there are many things going on at the senior center. The Alzheimer's group was postponed one more month but the senior exercise programs are going strong with classes such as chair Pilates and gentle yoga, eight participants signed up for the Art In on March 4<sup>th</sup>, on March 19<sup>th</sup> there was a workshop for making art with the iPad. On April 5<sup>th</sup> artist Laurel-Le is coming to the senior center for a demonstration. The book club meets the first Thursday of the month. April's book of the month is The Great Divorce by I.Lyon Woo. The senior center is looking to possibly do a senior center pool party this summer, stay tuned for more information on that. Councilmember Brennan reported the disconnected Church of the Nazarene reached out to do a sunrise service on Easter at Lions Park and a bike repair station will be added to Lions Park this spring. The next Parks and Recreation Committee meeting will be held on April 7<sup>th</sup> at 3:00 p.m.

Councilmember Moskowitz reported from the public works committee random yard waste pick-up begins on April 4<sup>th</sup> and the weekly yard waste pickup begins on May 9<sup>th</sup> check the website for a zone map for more information. Councilmember Moskowitz reported during one of the last snowstorms he had the opportunity to ride along on one of nine plow routes in the Town. He said it's important for him to be in the field watching firsthand what the employees do so he is familiar with their operations when requests and resolutions come before the board on this topic; he stated it was a great experience, he definitely gained a lot of knowledge on what happens in the Town behind the scenes during a snow storm. Councilmember Moskowitz reported he toured the Water Treatment Plant on Lock 7 Road and discussed what makes the Town's water safe to drink and also discussed future plant upgrades. Councilmember Moskowitz commented by making these tours he feels he can faithfully do his job with a keen understanding of how the Town works behind the scenes. He commented when it snows the streets are cleared and when we turn on our faucets water comes out, but the how and why is sometimes taken for granted. Councilmember Moskowitz reported it was a pleasure last weekend to volunteer at the Ukrainian medical supply drive which was sponsored by the Ukrainian Church and hosted at Niskayuna Town Hall, he thought Councilmember Brennan would agree with him there were simply no words to describe the feeling everyone had as the constant line of donors came to Town Hall and saw the looks on the faces of the Town's Ukrainian community members. He thinks most of the volunteers at some point throughout the event were brought to tears as they watched in amazement as our community proved how strong they all are together. Councilmember Moskowitz thanked Councilmember Brennan for organizing the event and for asking for him to volunteer.

## **Economic Development and Historic Preservation and Environmental Conservation**

**Committee,** Councilmember Della Ratta reported the committee heard a couple of presentations on the town historical development which goes hand in hand with what the committee is trying to do with economic development and keeping the character of the neighborhoods as well as the development of the Town's riverfront from the Erie Canal to the Mohawk River. Councilmember Della Ratta reported there's a lot going on with new businesses and big businesses; The Broken Inn is open for business and is a wonderful spot in the center of Town with walkability to many businesses. There are also some bigger things going on, the Planning Board and the Zoning Board are working with GE on a new building, the Town always look forward to research and development here in the Town and as we know GE is a big supplier of that. Councilmember Della Ratta announced news in the Zoning Board of Appeals. A very talented Chairperson Maureen McGinnis is leaving the Town of Niskayuna; she'll be going out of state to accept further employment. Councilmember Della Ratta thanked her for her number of years in service, he stated she was very dedicated and she brought a very deep sense of compassion and kindness to the Zoning Board of Appeals and that is not an easy thing to do because things can get heated during those committee meetings. Ms. McGinnis was able to keep things at a very relaxed and calm pace, with that he's hoping our new Chairperson Keith Frary who is a very long public servant in the Town of Niskayuna will follow that lead, Councilmember Della Ratta commented Mr. Fray he is an attorney like himself so sometimes it can be difficult for attorneys to be as compassionate and kind as other lay people can, so Councilmember Della Ratta hopes Mr. Frary can continue how Ms. McGinnis was also very passionate about bringing communities where people can age in place and with quality services for the elderly. Councilmember Della Ratta thanked Schenectady County and the work they have done on the hazard mitigation plan, this is important when you need it, so if there is some type of hazard, be it through climate change or a natural environmental hazard the Town needs to have the support services in place and Schenectady County has been very diligent in working on that countywide. Councilmember Della Ratta thanked our local county legislators Michelle Ostrellich and Tom Constantine for their work on this, as well as our County Manager Rory Fluman and the Intergovernmental Cooperation Committee. It is very important that the towns and the counties and the cities all work together, it makes for a much more efficient place for all the taxpayers in county. The next Economic Development and Historic Preservation and Environmental Conservation Committee meeting will be held on April 30<sup>th</sup> at 8:30 a.m.

## **SUPERVISOR'S REPORT**

### **Supervisor Puccioni made the following statement:**

Working off of the theme of collaboration that we have been focused on here at Town Hall, tonight we will be discussing two resolutions that are very important and time sensitive step in the process to resolve the issue in the retirement system that is big ramifications for our budget and for the four loyal and long-standing members of our police force.

It's about our budget; in essence we're in a position where due to an old problem in the retirement system, the incentives strongly discourage four of our most senior police officers from retiring. Carrying these highly compensated positions is expensive. It's also about the officers themselves they have worked with great distinction and they deserve the certainty to plan their futures. It's also about the morale and future of the police department. So this is a team effort, it has been truly a team effort, we will rely on Assembly Member Phil Steck to reintroduce the legislation

and the State Assembly and State Senator Jim Tedisco to move the legislation forward in the State Senate.

In simplest terms these four officers were hired more than 20 years ago and were assigned by default to a non-traditional retirement plan that officers to work until age 62 with 32 years of service. When I learned about this issue only four or five weeks ago from Chief Kochan we were sitting in the Shaffer room and he shared with me for the first time this issue and I stopped I paused immediately and I said we need to resolve this now.

I'm a union member for over two decades of my adult life I started my career as a middle school teacher in South Central Los Angeles and I started that career with the understanding that I would be able to retire in 20 years. It was an incredibly challenging job. I worked there for five years with children who were coming from homes that they experienced violence and hunger. They were in high need homes and the work was incredibly hard and my colleagues and I, we worked hard extremely hard day in and day out with this idea that we would retire in 20 years. I think that teachers, nurses, social workers, police officers, first responders; we are the social safety net in the United States, we hold this nation together and when things are falling apart we are called on to pull it together.

In general the retirement plan selected by most police officers and most of our police officers in this department provide full retirement benefits after either 20 or 25 years of service regardless of age.

This is a common problem believe it or not. Niskayuna is not alone in needing this corrective action. Approximately 100 similar pieces of legislation have been passed in New York State Legislature and been signed into law since 2008.

Let's pause and reflect on that, this is an issue across the New York State and there have been 100 pieces of legislation to rectify similar situations. In fact the problem with prior default assignments to retirement plans was so problematic and widely recognized that in 2015 a law was passed so that the default now is that all police officers default to retirement plans that are based on 20 or 25 years of service.

But that fix did not reach back to solve this issue for our police officers impacted by the old default rule. Towns and cities like Niskayuna still have to work with state legislators for what we call "home rule" legislation allowing local governments to fix past problems.

So our plan is to act tonight because every year that this is delayed, the fix gets more expensive and we want to try to get this done this year.

Our new board is ready and willing to take action to rectify this wrong.

In addition to this important work, I have been working with Public Sector Consultants to revise the employee handbook. I have spent a lovely afternoon visiting the senior center and getting to know the seniors who visit daily, in fact my mother was one of them and she's kind of known among the staff. I've been working with the Parks Department to develop a plan to determine what the best next steps to make park improvements are. I'm also incredibly pleased to report that the electric vehicle charging stations are being installed at Blatnick Park, Lions Park and



River Road Park. These charging stations were funded by New York Energy and Research Development and National Grid.

We are also working towards a residential composting program with New York Energy and research Development.

These are exciting times believe it or not, there are times filled with a lot of hard work, hours spent working on all of these issues. I've been here until four or five daily and also on the weekend and the board members are working hard, working collaboratively and we're also working and taking a bipartisan approach to make Niskayuna better. I want to thank you all

### **RESOLUTION**

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

Resolution 2022-73 adopted the Schenectady County Hazard Mitigation Plan

Introduction of Local Law D

Resolution 2022-74 calls for a Public Hearing regarding proposed changes to Chapter 37 of the Town Code of the Town of Niskayuna entitled Police Department

Resolution 2022-75 authorizes certain budgetary modifications

Resolution 2022-76 authorizes the Supervisor to execute a memorandum of agreement with members of the Niskayuna Police Department and Police Benevolent Association

**Supervisor Puccioni made a motion to amend this resolution as follows:**

**The third whereas clause shall be amended to state “Assembly bill 7642 and Senate bill 7238 as amended are pending in the New York State Legislature and will require a home rule request”**

**The fourth, fifth and six whereas clauses as well as the first resolve clause shall be amended to add “Assembly bill 7642 before the Senate bill 7238” and the words “as amended for 2022 to follow the words “Senate bill 7238**

**Seconded by Councilmember Brennan**

**UPON ROLL CALL THE FOREGOING RESOLUTION WAS AMENDED BY THE FOLLOWING VOTE:**

<b>COUNCILMEMBER MOSKOWITZ</b>	<b>VOTING</b>	<b>AYE</b>
<b>COUNCILMEMBER DELLA RATTA</b>	<b>VOTING</b>	<b>AYE</b>
<b>COUNCILMEMBER MCPARTLON</b>	<b>VOTING</b>	<b>AYE</b>
<b>COUNCILMEMBER BRENNAN</b>	<b>VOTING</b>	<b>AYE</b>
<b>SUPERVISOR PUCCIONI</b>	<b>VOTING</b>	<b>AYE</b>

Resolution 2022-77 authorizes a Home Rule request

**Supervisor Puccioni made a motion to amend as follows: amend each paragraph to add “Assembly bill 7642 before, Senate bill 7238” and to add the words “as amended for 2022 to follow the words “Senate bill 7238” additionally the first paragraph shall be amended to change “committee on civil service and pension and “the New York state legislature”**

**Councilmember Moskowitz seconded the motion to amend**

**UPON ROLL CALL THE FOREGOING RESOLUTION WAS AMENDED BY THE FOLLOWING VOTE:**

<b>COUNCILMEMBER MOSKOWITZ</b>	<b>VOTING</b>	<b>AYE</b>
<b>COUNCILMEMBER DELLA RATTA</b>	<b>VOTING</b>	<b>AYE</b>
<b>COUNCILMEMBER MCPARTLON</b>	<b>VOTING</b>	<b>AYE</b>
<b>COUNCILMEMBER BRENNAN</b>	<b>VOTING</b>	<b>AYE</b>
<b>SUPERVISOR PUCCIONI</b>	<b>VOTING</b>	<b>AYE</b>

Resolution 2022-78 appoints a regular member to the Zoning Board of Appeals

Resolution 2022-79 authorizes the purchase of GPS mapping equipment software upgrades

Resolution 2022-80 adopts Bond Tax Compliance Policy and Procedures

Resolution 2022-81 adopts Continuing Disclosure Procedures

Resolution 2022-82 implements a Facilities Use Manual

Resolution 2022-83 calls for a Public Hearing regarding the Joint Increase and Improvement of the Facilities of Sewer District No. 1 and Sewer District No. 6 in the Town of Niskayuna

Resolution 2022-84 calls for a Public Hearing regarding the Increase and Improvement of the Facilities of Consolidated Water District No. 1 in the Town of Niskayuna

Resolution 2022-85 appoints an individual to the position of Water and Sewer Maintenance Worker II in the Water and Sewer Department

Resolution 2022-86 approves the warrant for residential and commercial utility billing for the second half of 2021

Resolution 2022-87 authorizes the submittal of grant applications to Niskayuna Community Foundation

Resolution 2022-88 retains an independent contractor to provide grant writing and administration services to the Town of Niskayuna

Resolution 2022-89 authorizes a well pump inspection and any necessary repairs

Resolution 2022-90 authorizes the Supervisor to submit an application for an annual permit at the Albany Landfill and authorizing the costs thereof

Resolution 2022-91 appoints a Chair to the Zoning Board of Appeals

Resolution 2022-92 authorizes the Supervisor to retain outside counsel

**Councilmember Della Ratta made a motion to table this resolution,**

**There was no second**

**Councilmember McPartlon made a motion to amend this resolution as follows;  
In the last resolved clause after, on an as-needed basis and at an hourly rate of \$190.00/hour: add not to exceed \$15,000 in one year.**

**Councilmember Brennan seconded**

**UPON ROLL CALL THE FOREGOING RESOLUTION WAS AMENDED BY THE FOLLOWING VOTE:**

<b>COUNCILMEMBER MOSKOWITZ</b>	<b>VOTING</b>	<b>AYE</b>
<b>COUNCILMEMBER DELLA RATTA</b>	<b>VOTING</b>	<b>NO</b>
<b>COUNCILMEMBER MCPARTLON</b>	<b>VOTING</b>	<b>AYE</b>
<b>COUNCILMEMBER BRENNAN</b>	<b>VOTING</b>	<b>AYE</b>
<b>SUPERVISOR PUCCIONI</b>	<b>VOTING</b>	<b>AYE</b>

Resolution 2022-93 authorizes the submittal of a grant application through the Schenectady County Initiative Program

Resolution 2022-94 authorizes the Supervisor to execute a license agreement with a local artist for use of Lion's Park

Resolution 2022-95 accepts grant funds for body worn cameras for the Niskayuna Police Department

Resolution 2022-96 appoints an individual to the Planning Board and Zoning Commission

#### CEREMONIAL RESOLUTION

Resolution 2022-97 shows support for Ukraine against ongoing Russian aggression

**Supervisor Puccioni made a motion to go into executive session pursuant to public officer's law section 105 subsections (f) to discuss the employment history of a particular person or persons or matters leading to the employment, demotion, discipline, suspension, dismissal or removal of a particular person.**

**The motion was seconded by Councilmember McPartlon, all in favor, the motion carried.**

Supervisor Puccioni stated that at the conclusion of executive session there will be no other business that will come before the Town Board.

Michele M. Martinelli, Town Clerk



**Resolution No. 2022 - 98**

**A RESOLUTION PERMANENTLY APPOINTING A PERSON TO THE POSITION OF  
POLICE LIEUTENANT**

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

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

WHEREAS, by Resolution 2021-237 this Town Board appointed Joseph Twitty to the position of Police Lieutenant in the Niskayuna Police Department, and

WHEREAS, Schenectady County Civil Service Commission Rules and Regulations provide that every permanent appointment from a promotion eligible list shall be for a probationary term of not less than eight weeks, and

WHEREAS, Joseph Twitty has successfully completed a Civil Service probationary period for the position of Police Lieutenant, and

NOW THEREFORE, be it

RESOLVED, that this Town Board does hereby permanently appoint Joseph Twitty of Pearse Road, Niskayuna, New York to the position of Police Lieutenant, at the salary set forth in Resolution 2022-10, 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 Joseph Twitty of the above-described appointment.



**Resolution No. 2022 - 99**

**A RESOLUTION PERMANENTLY APPOINTING TWO POLICE OFFICERS**

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

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

WHEREAS, John Favata and Kyle Apple have successfully completed the Civil Service probationary period for the position of Police Officer;

NOW THEREFORE, be it

RESOLVED, that this Town Board does hereby permanently appoint John Favata of Mary Lane, Schenectady, New York and Kyle Apple of Rapple Drive, Albany, New York to the position of Police Officer, 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 John Favata and Kyle Apple of the above-described appointments.



**Resolution No. 2022 - 100**

**A RESOLUTION TO HIRE A POLICE OFFICER FOR THE NISKAYUNA POLICE DEPARTMENT**

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

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

WHEREAS, the Chief of Police has advised that the Town currently has vacancies in the position of Police Patrolman in the Police Department in the Town of Niskayuna, and

WHEREAS, the Chief of Police has recommended the Town hire a police officer as a lateral transfer from another department, and

WHEREAS, the Public Safety Committee has recommended that Shaquille Hemerding be appointed to the position of Police Patrolman, and

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

NOW THEREFORE, be it

RESOLVED, that this Town Board does hereby appoint Shaquille Hemerding residing on Stark Ave. Niskayuna, New York to the position of Police Patrolman in the Niskayuna Police Department on a permanent basis subject to the Civil Service probationary period, and all necessary background checks, physical requirements, and drug and alcohol screenings, effective April 27, 2022, and be it

FURTHER RESOLVED, that the compensation for the individual so appointed shall be fixed as a lateral transfer pursuant to the Collective Bargaining Agreement between the Town of Niskayuna and the Niskayuna Police Benevolent Association as Grade: Police Officer, Step: 3 and an annual salary of \$74,132.00, 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 Shaquille Hemerding of the above-described appointment.



**Resolution No. 2022 - 101**

**A RESOLUTION HIRING A POLICE OFFICER FOR THE NISKAYUNA POLICE DEPARTMENT**

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

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

WHEREAS, the Chief of Police has advised that the Town currently has a vacancies in the position of Police Officer in the Police Department in the Town of Niskayuna, and

WHEREAS, the Chief of Police has recommended the Town hire a police officer as a lateral transfer from another department, and

WHEREAS, the Public Safety Committee has recommended that David J. Powell be appointed to the position of Police Officer, and

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

NOW THEREFORE, be it

RESOLVED, that this Town Board does hereby appoint David J. Powell residing on Riverwalk Way in Cohoes, New York to the position of Police Officer in the Niskayuna Police Department on a permanent basis subject to the Civil Service probationary period, and all necessary background checks, physical requirements, and drug and alcohol screenings, effective April 28, 2022, and be it

FURTHER RESOLVED, that the compensation for the individual so appointed shall be fixed as a lateral transfer pursuant to the Collective Bargaining Agreement between the Town of Niskayuna and the Niskayuna Police Benevolent Association as Grade: Police Officer, Step: 3 and an annual salary of \$74,132.00, 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 David J. Powell of the above-described appointment.





**Resolution No. 2022 - 102**

**A RESOLUTION AUTHORIZING THE SUPERINTENDENT OF HIGHWAYS TO USE CERTAIN LAWN MOWING AND TRIMMING SERVICES FOR THE DEAN STREET AND BAKER AVENUE PARKS**

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 the Dean Street and Baker Avenue Parks within the Town of Niskayuna, and

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

WHEREAS, sealed proposals for lawn mowing and trimming services for the Dean Street and Baker Avenue Parks were received and opened on April 1, 2022 in the Niskayuna Town Office Building, and

WHEREAS, the Superintendent of Highways has reviewed the bids received and has recommended that the lowest bidders complying with Town specifications be awarded the bid.

NOW THEREFORE, be it

RESOLVED, that this Town Board does hereby accept the bids as shown on the attached sheet for 2022 and the Superintendent of Highways is authorized to retain services from the successful bidders.

**2022 BID ACCEPTANCE**

**Baker Ave Park Mowing**

**Dean Street Park Mowing**

Spring clean approx April 1	\$600.00
May chgs (4 wks)	\$700.00
June chgs ( 5 wks)	\$875.00
July chgs (4 wks)	\$700.00
Aug chgs (5 wks)	\$875.00
Sept. Chgs (4 wks)	\$700.00
Fall clean up approx Oct 1	\$600.00
Addt mow as needed	\$175.

TOTAL CHGS \$5125.00

Spring clean approx April 1	\$600.00
May chgs (4 wks)	\$1248.00
June chgs ( 5 wks)	\$1,560.00
July chgs (4 wks)	\$1,248.00
Aug chgs (5 wks)	\$1,560.00
Sept. Chgs (4 wks)	\$1248.00
Fall clean up approx Oct 1	\$600.00
Addt mow as needed	\$600.

TOTAL CHGS \$8076.00

Baker Ave Park Mowing Contractor:

Patrick Kelly (Mulligan Mowing/Maintenance)  
1603 Baker Ave  
Niskayuna, NY 12309  
518-857-4634

Dean Street Park Mowing Contractor:

Dick Fritz (Blvd Svcs)  
2128 Baker Ave East  
Niskayuna NY 12309  
518-857-3499



**Resolution No. 2022 - 103**

**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 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 APRIL 2022

GENERAL FUND

<u>APPROPRIATIONS</u>		<u>DECREASE</u>	<u>INCREASE</u>	<u>TOTAL</u>
A007610-4600	MISCELLANEOUS & CONTRACTUAL		4,000.00	
A007610-4600	MISCELLANEOUS & CONTRACTUAL		1,500.00	
		-	5,500.00	5,500.00
 <u>REVENUE</u>				
A0027-2705.00	GIFTS AND DONATIONS		5,500.00	
		-	5,500.00	5,500.00
				<hr/>
				<u>-</u>



**Resolution No. 2022 - 104**

**A RESOLUTION AUTHORIZING THE SUPERINTENDENT OF HIGHWAYS TO  
AWARD A CONTRACT FOR TEMPORARY LABORERS IN THE HIGHWAY/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 requested to hire temporary laborers on an “as needed” basis to assist with the daily operations of the Highway/Parks Department, and

WHEREAS, sealed proposals for temporary laborers were received and opened on April 1, 2022 in the Niskayuna Town Office Building, and

WHEREAS, the Superintendent of Highways has reviewed the bids received and has recommended that the lowest bidder complying with Town specifications be awarded the bid.

NOW THEREFORE, be it

RESOLVED, that this Town Board does hereby authorize the Superintendent of Highways to award a contract for temporary laborers in the Highway/Parks Department for 2022, on an as needed basis as determined by the Superintendent of Highways, to People Ready, 934 State Street, Schenectady, New York 12307 at a rate of \$28.73 per hour (4 hour minimum day per employee when utilized).



**Resolution No. 2022 - 105**

**A RESOLUTION AUTHORIZING A CONTRACT FOR THE  
PUBLIC DISPLAY OF FIREWORKS FOR  
THE TOWN OF NISKAYUNA NISKA-DAY CELEBRATION**

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 Niskayuna Community Action Program (NCAP) sponsors Niska-Day, and the Town of Niskayuna sponsors the fireworks display that will culminate the celebration of Niska-Day, and

WHEREAS, the Town Board has, as in previous years, made provisions to participate financially in this display of fireworks for the Niska-Day celebration.

NOW THEREFORE, be it

RESOLVED, that this Town Board does hereby authorize the Supervisor to enter into a contract with Santore's World Famous Fireworks, LLC, P.O. Box 687, Stillwater, New York 12170, to provide the fireworks display that culminates the Niska-Day celebration, at a cost not to exceed \$5,500.00, pursuant to the terms and conditions outlined in the Code of the Town of Niskayuna.

# *Contract*

THIS CONTRACT ("Contract") is made on this 4<sup>th</sup> day of April 2022, between SANTORE'S WORLD FAMOUS FIREWORKS, LLC, P.O. Box 687, Stillwater, NY 12170, hereinafter known as and designated as "**SANTORE**"; and **Town of Niskayuna**, having an address of 1 Niskayuna Circle, Niskayuna, NY 12309, hereinafter known as and designated as "**CLIENT**."

WITNESSETH: For and in consideration of all mutual covenants and agreements hereinafter entered into, the Party and Parties hereinafter agree to a Contract as follows:

**1. "SANTORE"** agrees to furnish **CLIENT** a firework display in compliance with State and Local regulations and in accordance with the attached proposal attached hereto and made a part hereof.

- A. Display Date: May 21, 2022.
- B. Display Location: A designated location at Craig Elementary School.
- C. Start Time of Display: 9:15 p.m.
- D. Duration of Display: 15-17 minutes.

**2. "SANTORE"** agrees to pay all expenses for the freight and cartage for the said display, all necessary labor, equipment which shall include experienced and/or licensed Pyrotechnic Operators to discharge the said display in accordance with law.

**3. "SANTORE"** will provide proof of Workman's Compensation/Disability Insurance for its employees. 'SANTORE' also agrees to supply **CLIENT** insurance coverage in the amount of FIVE MILLION DOLLARS for public liability and/or property damage and vehicle insurance in the amount of FIVE MILLION DOLLARS. At least ten (10) days prior to the display date, "SANTORE" shall supply to **CLIENT** a Certificate of Insurance showing **CLIENT** as the Certificate Holder.

**4. CLIENT** will procure and/or provide the following

- A) A safe and secure (as reasonably defined and approved by **SANTORE** and local officials) firing site which meets the minimum safety distance factors established by State and local laws and **NFPA** codes;
- B) Police protection adequate to maintain said distance factors;
- C) All necessary permits at own expense;
- D) Sand (as required); **N/A**
- E) Barges, tugs, and marine/barge insurance; **N/A**
- F) Communications equipment; **N/A**
- G) Security, including crowd control;
- H) Standby fireman and equipment;
- I) A safe and secure loading facility for set up of pyrotechnics;
- J) Next day clean up(s) of site;

## **5. HOLD HARMLESS**

**CLIENT** agrees to hold harmless **"SANTORE"** of all and any claims, legal fees incurred outside the operations or control of **"SANTORE."** **"SANTORE"** agrees to hold harmless **CLIENT** from all claims and legal fees incurred from the direct operations of **"SANTORE."** Any damage resulting from failure of **CLIENT** to procure and/or provide the above-listed items in part 4. shall be the sole responsibility of **CLIENT**, and no claim shall be made against **"SANTORE"**; this includes personal injury or damage to non-fire-resistant tents, motor vehicles, boats, vending carts, temporary or permanent structures, or other personal property. Furthermore, **"SANTORE"** is not liable for crowd behavior before, during, or after the display; it is the full responsibility of **CLIENT**.

## **6. POSTPONEMENT**

Every reasonable effort will be made to conduct the display(s) despite weather. Should weather prove unfavorable on the date listed in Section 1 (above), the display may, upon agreement of both parties, be postponed until next clear evening. Such postponement shall be decided upon and notice given **"SANTORE"** no later than one o'clock p.m. on the date listed on Section 2 (above). **CLIENT** is responsible for additional expenses incurred by **"SANTORE"** due to postponement; these include additional labor, meals, hotels, transportation, telephone, and, where applicable, airfare; total of said additional expenses shall not exceed **10%** of the contract price.

## **7. CANCELLATION**

If, due to inclement weather or other acts of **God**, the display(s) is (are) canceled without rescheduling, **CLIENT** agrees to pay **"SANTORE"** **50%** of the total contract price forthwith upon cancellation. Should **CLIENT** cancel the contract unilaterally, for other reasons and without rescheduling, **CLIENT** agrees to pay **"SANTORE"** liquidated damages of **100%** of the total contract price forthwith upon cancellation. In either case, the sum will be deducted from **CLIENT**'s paid deposit (see next paragraph), and **"SANTORE"** will refund the balance (if any) of said deposit within ten (10) working days. **If CLIENT reschedules the display within six (6) months of cancelled display date (July 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> are blackout dates unless specifically agreed in writing by the parties); the above information is not applicable.**

## **8. PAYMENT**

Notwithstanding anything to the contrary, the total cost to be paid by **CLIENT** is **\$5,500.00** for all matters relative to the pyrotechnic production(s) and display(s) under this agreement. Payment to be as follows: The balance of the contract is due upon completion of the display. A service charge of **2%** per month, compounded monthly, will be added to all accounts over 30 days past due. **CLIENT** agrees to pay attorney's fees and costs if **SANTORE** needs to retain an attorney to enforce collection of this account.

**9. CLIENT** agrees that any publicity, media coverage, announcements, and advertising shall name **SANTORE'S WORLD FAMOUS FIREWORKS, LLC**, as the primary Contractor for the said display.

**10. CLIENT** agrees and understands that this agreement is being entered to in Saratoga County, New York, and thus be construed in accordance with the laws of New York State. In the event of any dispute whatsoever with regard to the meaning, interpretation, and/or enforcement of this agreement, it will be decided in Saratoga County, New York.



**SANTORE'S WORLD FAMOUS FIREWORKS, LLC**

**Jeffrey M. Ward**

**4.01.2022**

By: *Jeffrey M. Ward*

**Jaime Puccioni,  
Town of Niskayuna - Supervisor**

By: \_\_\_\_\_

Client Contact Information

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

Address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

E-Mail \_\_\_\_\_

Representative for Date of Show

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

Cell Phone: \_\_\_\_\_

E-Mail \_\_\_\_\_



**Resolution No. 2022 - 106**

**A RESOLUTION SETTING THE WAGE RATE FOR A STUDENT WORKER**

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, this Town Board by Resolution No. 2021-255 appointed Gregory Drapeau as a student worker to work in the Information Technology Department as a videographer; and

WHEREAS, the Systems Administrator has recommended that the hourly rate of this student worker be adjusted; and

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

NOW, THEREFORE, be it

RESOLVED, that this Town Board does hereby set the hourly rate of student worker Gregory Drapeau at \$13.20 per hour effective immediately.



**Resolution No. 2022 -107**

**A RESOLUTION HIRING ADDITIONAL EMPLOYEES IN THE TOWN'S  
OFFICE OF COMMUNITY PROGRAMS**

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

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

NOW THEREFORE, be it

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

Niskayuna Community Programs  
Spring Soccer  
As of April 25, 2022

Name	Title	Rate pr/hr
Bidoshi, Anika	Rec. Attendant	10.00
Dutcher, Gerritt	Rec. Attendant	10.00
Kvam, Lucy	Rec. Attendant	10.00
Marin, Alexander	Rec. Attendant	10.00
Marin, Nicholas	Rec. Attendant	10.00
O' Reilly, Elizabeth	Rec. Leader	20.00
Shah, Masum	Rec. Attendant	10.00
Smullen, Lily	Rec. Attendant	10.00
Utter, Sam	Rec. Attendant	10.00

Niskayuna Community Programs  
Driving Range Employees  
As of April 25, 2022

Name	Title	Rate pr/hr
Carroll, Tyler	Rec. Attendant	10.00
Kelly, Thomas	Rec. Attendant	10.00
Koutsakis, Stefan	Rec. Supervisor	22.00
Popolizio, Kate	Rec. Attendant	10.00
Popolizio-Koutsakis, Elizabeth	Rec. Attendant	10.00
Ryan, James	Rec. Leader	20.00
Wilber, Ryan	Rec. Attendant	10.00

Niskayuna Community Programs  
Town Pool Employees  
As of April 25, 2022

Name	Title	Rate pr/hr
Barber, Taylor	Rec. Leader	22.00
Foley, Jonah	Rec. Leader	22.00
Schlesinger, Zoe	Rec. Supervisor	24.00
Ward, Scott	Rec. Leader	22.00



**Resolution No. 2022 - 108**

**A RESOLUTION ADOPTING A CODE OF CONDUCT**

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 and the Finance and General Government Committee have recommended the Town adopt a Code of Conduct for Town Buildings and Facilities.

NOW THEREFORE, be it

RESOLVED, that this Town Board does hereby adopt the Code of Conduct as set forth in the sheet attached hereto and made a part hereof.



## **TOWN OF NISKAYUNA Code of Conduct**

### **WELCOME**

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

### **TOWN BUILDINGS AND FACILITIES**

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

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

### **PUBLIC MEETINGS**

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

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

### **THANK-YOU**

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



**Resolution No. 2022 - 109**

**A RESOLUTION AUTHORIZING THE CHANGE OF AN INTERNET PROVIDER AT TOWN HALL**

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 Systems Administrator has recommended the Town change internet providers at Town Hall, resulting in a cost savings; and

WHEREAS, the internet services agreement recommended by the Systems Administrator is subject to the terms of a certain New York State Office of General Services Contract, known as Group 77017 – Comprehensive Telecommunication Services, Award 23100, with a contract number of PS68694; and

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

NOW, THEREFORE, be it

RESOLVED, that this Town Board does hereby authorize the Supervisor to enter into an agreement with Crown Castle, to provide internet services to Town Hall, as part of the NYS Office of General Services Contract, known as Group 77017 – Comprehensive Telecommunications Services, Award 23100, with a contract number of PS68694, such agreement of which is attached hereto and made a part hereof.

Licensee or Customer Contact Detail			
<b>Licensee or Customer</b>	Town of Niskayuna		
<b>Address &amp; Contact</b>	<b>Address</b>	1 NISKAYUNA CIR	
	<b>City, State</b>	NISKAYUNA, NY 12309	
	<b>Phone</b>	(518) 386-4500	<b>Fax</b>
<b>Billing Address &amp; Contact</b>	<b>Name</b>	Town of Niskayuna	
	<b>Billing Address</b>	1 Niskayuna Circle	
	<b>City, State</b>	Niskayuna, NY 12309	
<b>Technical Contact</b>	<b>Name</b>	Seth Goldstein	<b>Primary Phone</b> 5183864524
	<b>E-mail</b>	sgoldstein@niskayuna.org	<b>Alternate Phone</b> 5187796344

Product Detail			
<b>Internet *</b>	<b>Product Type</b>	Dedicated Internet Access	<b>Bandwidth</b> 500Mbps
	<b>Total MRC</b>	<b>\$750.00</b>	<b>Total NRC</b> <b>\$0.00</b>
	<b>Connector</b>	1000LX - SM	<b>IPv4 Block</b> /29 - /27
			<b>Service Level</b> IP
* Internet Service is subject to Provider's Acceptable Use Policy posted at <a href="http://fiber.crowncastle.com">http://fiber.crowncastle.com</a> at the bottom of the page.			
<b>Location A Product Details</b>	<b>Install Lead Time</b>	<b>90 Days</b>	
	<b>Extended Demarc</b>	Yes	<b>Circuit</b> Single Circuit
			<b>POE</b> Single
	<b>Location A</b>	1000LX	<b>SM</b> Single
	<b>Demarc A</b>	Network Room	
<b>Location A</b>	1 Niskayuna Cir, 1st Floor, Schenectady, NY 12309		

Order Summary											
<b>Pricing &amp; Contract Terms</b>	<b>Salesperson</b>	Charles Day	<b>Term (Months)</b> 36								
	<b>Client Service Mgr</b>	Samuel DeSalvo									
	<b>Order Contact</b>	Seth Goldstein	<b>Contact Email</b> sgoldstein@niskayuna.org								
		<table border="1"> <thead> <tr> <th></th> <th>NRC *</th> <th>MRC*</th> </tr> </thead> <tbody> <tr> <td><b>Internet</b></td> <td>\$0.00</td> <td>\$750.00</td> </tr> <tr> <td><b>Total</b></td> <td><b>\$0.00</b></td> <td><b>\$750.00</b></td> </tr> </tbody> </table>		NRC *	MRC*	<b>Internet</b>	\$0.00	\$750.00	<b>Total</b>	<b>\$0.00</b>	<b>\$750.00</b>
	NRC *	MRC*									
<b>Internet</b>	\$0.00	\$750.00									
<b>Total</b>	<b>\$0.00</b>	<b>\$750.00</b>									
*Pricing shown does not reflect applicable taxes and fees.											

**ORDER ACCEPTANCE**  
 This Order Form is entered into between Provider ("or Company") and Customer (or "Licensee") effective as of the date of the last signature below. This Order Form is made expressly subject to the terms of that certain New York State Office of General Services Contract, known as the Group 77017 - Comprehensive Telecommunication Services, Award 23100, with a contract number of PS68694, dated September 16, 2019. Which is made a part hereof and incorporated herein by reference. This Order Form is not subject to Crown Castle Fiber's GSA IT Schedule 70 contract GS-35F-465DA.

Licensee or Customer		Company or Provider	
	Town of Niskayuna		Crown Castle Fiber LLC
Signature		Signature	
Name/Title		Name/Title	
Date		Date	



**Customer or Licensee Information**

<b>Licensee Name:</b>	<input type="text"/>	<b>Request Date:</b>	<input type="text"/>
<b>Technical Contact:</b>	<input type="text"/>	<b>Technical Contact Email:</b>	<input type="text"/>
<b>Title:</b>	<input type="text"/>	<b>Phone Number:</b>	<input type="text"/>
<b>Licensee Address:</b>	<input type="text"/>		
<b>ARIN ORG ID:</b>	<input type="text"/>	<b>ARIN Tech. Handle:</b>	<input type="text"/>

**DDoS Defense Contact Information (\*To be completed if ordering DDoS Defense)**

Please provide two (2) contacts in your organization who can be reached 24 hours a day, 7 days a week, 365 days a year.

	<b>Primary Contact</b>		<b>Secondary Contact</b>
<b>Full Name:</b>	<input type="text"/>	<b>Full Name:</b>	<input type="text"/>
<b>Phone Number:</b>	<input type="text"/>	<b>Phone Number:</b>	<input type="text"/>
<b>Email Address:</b>	<input type="text"/>	<b>Email Address:</b>	<input type="text"/>

**Instructions**

This form must be completed by the Licensee so that the Company can properly configure and activate the Product(s) hereunder. Please note that a new form must be completed by the Licensee and submitted to the Company each time the Licensee requests any modifications to IP address allocations, DDoS Defense, and/or BGP peering.

**Crown Castle IPv4 Address Policy**

Company conforms to the North American IP Registry (ARIN) policies regarding IP address assignments. As part of its standard delivery process, Company will only assign the amount of IP addresses that Licensee can sufficiently justify with this form for use on Licensee's local area network (LAN). Company reserves the right to perform network scans across Licensee's allocations to verify compliance. IP addresses assigned to the Licensee by Company are in conjunction with Licensee's Product hereunder. The assigned IP addresses must be returned to the Company upon termination of the Product. Company reserves the right to recall, without any liability to the Licensee, any public space not used for the purpose herein delineated. If you have any additional questions about the IP assignment policy or process, then please review ARIN's Address Assignment Policy and Procedures which can be found at <https://www.arin.net/policy/nrpm.html>.

Licensee MUST use 25% of the IP addresses requested on the day of installation, with a one-week grace period to cover equipment problems.

Licensee MUST use 50% of assigned addresses within six (6) months, or the addresses will be withdrawn.

Licensee MUST use 80% aggregate of assigned addresses before Company will issue any additional addresses. Proof of 80% aggregate utilization with detailed host break down or IP SWIP of existing space is required with the new request.

**IP Address Space Requested**

**IPv4 Addresses Requested:** Company will provide a maximum of one /24 equivalent space which can be discontinuous. Company will only provide a contiguous /24 subnet to multi-home with BGP under ARIN NRPM 2017.4 Section 4.2.3.6. Company must be the primary connection, and therefore, Licensee must have no AS-Path padding or local preference setting that would prefer another path. Licensee must also have its secondary provider confirm that they are providing Licensee with service and that the respective secondary provider is only providing link or WAN addresses and not providing Licensee with routable space. Licensee must work with ARIN directly for any requirements not otherwise stated herein.

**Please Note: Any prefix /28 and larger will be statically routed over a directly connected /30 or /31**

Cidr Size	Subnet Mask	Number of usable IPv4
/24	255.255.255.0	254
/25	255.255.255.128	126
/26	255.255.255.192	62
/27	255.255.255.224	30
/28	255.255.255.240	14
/29	255.255.255.248	6
/30	255.255.255.252	*1(1 of 2 IP addresses is allocated to Company WAN Router)

**IPv6 Addresses Requested:** Licensee may request a /48 for each site in its network and any sites that will be operational within twelve (12) months. A site is a discrete location that is part of a Licensee's network. A campus with multiple buildings may be considered as one or multiple sites based on the implementation of its network infrastructure. In order for a campus to be considered as multiple sites, the Licensee must submit reasonably detailed technical documentation to the Company describing how the network infrastructure is implemented in a manner equivalent to multiple sites.

**Advertising IP Blocks not assigned by Crown Castle**

Licensee shall provide Letter(s) of Authorization (each an "LOA") as required by the Company, in its sole discretion, for any IP blocks to be advertised through the Company Network. Licensee acknowledges and agrees that the Licensee may be required to submit multiple LOAs in the event such IP block was not allocated or assigned directly to the Licensee. Each LOA shall be on the respective entity's company letterhead providing such authorization. Company will withdraw advertisements for IP allocations revoked by the assigned owner of the respective IP block.

Please complete the form below

**Current IP Address Allocation and Usage (List both IPv4 and IPv6 address space in use in your network from all sources)**

Network	Assigned By	Date Assigned	% in Use	Being renumbered to Crown Castle?

IP Request Information			
	Block Size	Route Type	Description
IPv4 - WAN IP Block Size:		Direct	The WAN IP Block is for the connection from your router to the Company router
IPv4 - LAN IP Block Size:			The LAN IP Block is for your network. IP justification is required.
IPv6 - WAN IP Block Size:		Direct	The WAN IP Block is for the connection from your router to the Company router.
IPv6 - LAN IP Block Size:			The LAN IP Block is for your network. IP justification is required.

Please provide IP justification for the amount of IPs that are being requested (based on the LAN IPv4 block selected above). This is required for IPv4 requests larger than the default /30 allocation.

IP Addresses Required	Description (Routers, Firewalls, Servers, etc. Including host counts in each)

For Private BGP Peering: Please write in "Private" in the AS Number Line. Licensee will only be able to peer with the Company under Private BGP Peering. A Private AS number will be provided.

BGP Request Information	
AS Number:	
If Multihomed, please list AS's you are connected to:	
Requested Advertisement:	
MD5 Key (Plain text) if Desired:	

Please review the IP Address LOA Policy above.

Routes to be Advertised to Crown Castle

Additional Remarks

Licensee represents and warrants that the above information is true and correct. Licensee acknowledges and agrees that Internet Protocol Version 4 (IPv4) address space is limited and that users of the Internet are responsible for conserving address space and ensuring that the address space is utilized efficiently. Licensee acknowledges and agrees that the Company reserves the right, without any liability to the Licensee, to recall any address space allocated to the Licensee not used after the initial six (6) months of the applicable term for the respective Product(s) hereunder.

\_\_\_\_\_  
Name Title

\_\_\_\_\_  
Licensee Signature Date



**Resolution No. 2022 - 110**

**A RESOLUTION PERMANENTLY APPOINTING TWO GROUNDWORKERS**

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, Bradley Herrgesell and Nicholas Sweeney have successfully completed the Civil Service probationary period for the position of Groundworker, and

NOW THEREFORE, be it

RESOLVED, that this Town Board does hereby permanently appoint Bradley Herrgesell of 59 Lori Drive, Niskayuna, New York and Nicholas Sweeney of 15 Pershing Drive, Scotia, New York to the position of Groundworker, 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 Bradley Herrgesell and Nicholas Sweeney of the above-described appointment.



**Resolution No. 2022 - 111**

**A RESOLUTION PROCLAIMING MAY BUILDING SAFETY MONTH  
IN THE TOWN OF NISKAYUNA**

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 Town of Niskayuna is committed to recognizing that our growth and strength depends on the safety and essential role our homes, buildings and infrastructure play, both in everyday life and when disasters strike, and;

WHEREAS, our confidence in the structure integrity of these buildings that make up our community is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;

WHEREAS, these guardians are dedicated members of the International Code Council, a U.S. based organization, that brings together local, state and federal officials that are experts in the built environment to create and implement the highest-quality codes to protect us in the buildings where we live, learn, work, worship, and play, and;

WHEREAS, these modern building codes include safeguards to protect the public from hazards such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquakes, and;

WHEREAS, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown protectors of public safety—our local code officials—who assure us safe, sustainable and affordable buildings that are essential to our prosperity, and;

WHEREAS, "Safety for All: Building Codes in Action," the theme for Building Safety Month 2022, encourages us all to raise awareness about planning for safe and sustainable construction, career opportunities in building safety, understanding disaster mitigation, energy conservation, and creating a safe and abundant water supply to the benefits of all, and;

WHEREAS, each year, in observance of Building Safety Month, people all over the world are asked to consider the commitment to improve building safety, resilience and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

NOW THEREFORE, be it

RESOLVED, that the Town Board of the Town of Niskayuna, does hereby proclaim the month of May in 2022 as Building Safety Month, and encourages our citizens to join with the community in participation in Building Safety Month activities.



**Resolution No. 2022 - 112**

**A RESOLUTION ENACTING A LOCAL LAW TO AMEND THE VEHICLE AND TRAFFIC CODE TO PROVIDE FOR THE INSTALLATION OF A STOP SIGN**

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

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

WHEREAS, the Public Safety has been reviewing the installation of a STOP sign at the intersection of East Street, Middle Street, and William Streets within the Town, and

WHEREAS, this Town Board conducted a public hearing on January 25, 2022 at which time all parties in interest and citizens were afforded ample opportunity to be heard, and

WHEREAS, following the Public Hearing the Town continued to engage residents in that area of Town to make a final determination as to where specifically the STOP sign would be placed at that intersection, and

NOW THEREFORE, be it

RESOLVED, that this Town Board does hereby adopt and enact a local law to be known as Local Law No. 2 (2022) as follows:

**Local Law No. 2 (2022)**

**A LOCAL LAW TO AMEND THE CODE OF THE TOWN OF NISKAYUNA, CHAPTER 203, ENTITLED VEHICLES AND TRAFFIC**

*Section 1. Chapter 203, ARTICLE VII/Section 203-42, Schedule VII: Stop Intersection is hereby amended to add the following:*

<b><u>STOP SIGN ON</u></b>	<b><u>DIRECTION OF TRAVEL</u></b>	<b><u>AT INTERSECTION OF</u></b>
<u>East Street</u>	<u>East</u>	<u>Middle Street &amp; William Street</u>

*Section 2. This local law shall take effect as provided in Section 27 of the Municipal Home Rule Law.*



**Resolution No. 2022 - 113**

**A RESOLUTION TO APPROVE AND AUTHORIZE THE SUPERVISOR TO ENTER INTO THE UTILITY CREDIT PURCHASE RENEWAL AGREEMENT**

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

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

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

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

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

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

WHEREAS, Schenectady County Solar Projects 2019, LLC has been established as the project company that will develop and own the solar farms referred to in the Schenectady County Solar Energy Consortium MOU (the “Facility”); and

WHEREAS, Schenectady County Solar Projects 2019, LLC proposes to finance, install, own, operate and maintain the Facility; and

WHEREAS, this Town Board by Resolution 2019-212 authorized a utility credit purchase agreement with Schenectady County Solar Projects 2019, LLC; and

WHEREAS, the utility credit purchase agreement has since expired, and the Town Comptroller recommends entering into a renewal agreement.

NOW THEREFORE, be it

RESOLVED, that this Town Board does hereby approve the Utility Credit Purchase Renewal Agreement with Schenectady County Solar Projects 2019, LLC, a copy of which is annexed hereto, and authorizes the Supervisor to execute the agreement.



**UTILITY CREDIT PURCHASE AGREEMENT**

**BETWEEN**

[ \_\_\_\_\_ ] (“Seller”)

**and**

**THE TOWN OF NISKAYUNA (“Purchaser”)**

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## UTILITY CREDIT PURCHASE AGREEMENT

This Utility Credit Purchase Agreement (“Agreement”) is entered into as of \_\_\_\_\_, 2020 (“Effective Date”) between [applicable project company] as seller (“Seller”), and the Town of Niskayuna, a municipal corporation, as Purchaser (“Purchaser”). In this Agreement, Seller and Purchaser are sometimes referred to individually as a “Party” and together as the “Parties.”

### RECITALS

WHEREAS, Seller is in the business of financing, developing, owning, operating and maintaining solar photovoltaic electric generation facilities;

WHEREAS, [TK pending info on Town of Niskayuna documents].

WHEREAS, on and subject to the terms and conditions of this Agreement, Seller desires to allocate to Purchaser, and Purchaser, as approved by the [Resolution], desires to receive, a portion of the Utility Credits created by the Facility during the Term; and

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises, representations, warranties, covenants, conditions herein contained, and the Exhibits attached hereto, Seller and Purchaser agree as follows.

### 1. **Definitions**

- a. **Definitions.** When used in this Agreement, the following terms shall have the meanings given below. Words defined in this Article 1 that are capitalized shall be given their common meanings when they appear without capitalization in the text. Words not defined herein shall be given their common meanings.

“Accounts” means any of Purchaser’s accounts with the Utility.

“Applicable Law” means any binding law, act, rule, regulation, requirement, standard, order, by-law, ordinance, regulation, judgment, decree, or injunction of or by any Governmental Authority, including the VDER Order, Article 9 of the New York State Energy Law, the New York State Environmental Quality Review Act (“SEQRA”) and all licenses, permits, and other governmental consents that are applicable to a Party’s rights and obligations hereunder.

“Billing Cycle” has the meaning established in Section 6.a.

“Business Day” means a day on which Federal Reserve member banks in New York City are open for business; and a Business Day shall open at 8:00 a.m. and close at 5:00 p.m. Eastern Prevailing Time.

“Change in Law” means (i) the enactment, adoption, promulgation, modification or repeal after the Effective Date of any applicable law or regulation; (ii) the imposition of any material conditions on the issuance or renewal of any applicable permit after the Effective Date of this Agreement (other than the general requirements contained in any applicable permit at the time of application or issuance to comply with future laws, ordinances, codes, rules, regulations or similar legislation); (iii) a change in the applicable Program or Utility rate schedule or tariff, that, in the case of any of the foregoing clauses (i), (ii) or (iii), establishes requirements affecting owning, supplying, constructing, installing, operating or maintaining the Facility, or the ability of Seller to perform its obligations hereunder or result in a material increase in the cost or decrease in the incentives to Seller of performing such obligations.

“Commercial Operation” means that (i) the Project has been constructed and installed to Seller’s satisfaction in accordance with Applicable Law, is ready and able to generate and deliver electricity at or substantially at its nameplate capacity, and the interconnection and synchronization of the Facility with the Utility distribution system has been completed; (ii) if required under the schedule, the Utility has authorized and approved the operation of the Facility; and (iii) the Facility is eligible to receive Utility Credits pursuant to the Program Tariff.

“Commercial Operation Date” means the date that Commercial Operation occurs as notified by Seller to Purchaser.

“Construction Commencement Date” means the date that Seller’s construction contractor begins physical construction of the Facility at the Project Site. For this purpose, physical construction shall not include any studies of the Project Site or design and engineering work.

“Contract Year” means each 365-day period commencing on the Credit Start Date and each anniversary thereof.

“Costs” means, with respect to Seller, fees, commissions and other similar third party transaction costs and expenses reasonably incurred by Seller in entering into new arrangements to sell the Energy Output or the Utility Credits.

“Credit Rate” means ninety percent (90%) of the dollar value of each Utility Credit.

“Credit Start Date” means the date on which the Facility has achieved Commercial Operation and generates Utility Credits that are allocated to the Accounts.

“Delivery Point” means the [high side of the transformer for the Facility] as designated in the Interconnection Agreement.

“Designated Accounts” has the meaning established in Section 5.b.i.

“Early Termination Date” has the meaning established in Section 2.b.

“Easements” means any real property rights in addition to the Leases required for access to, egress from, and the construction, operation, maintenance and interconnection of the Facility.

“Effective Date” means the date of this Agreement as established in the preamble hereto.

“Energy” means electric energy generated by the Facility as measured over time in kilowatt hours (kWhs). “Energy” does not include any other products or services attributable to the Facility.

“Energy Output” means the net Energy generated by the Facility and delivered to the Delivery Point.

“Excused Event” has the meaning established in Section 7.b.iii.

“Facility” means all or any of the solar photovoltaic electricity generating and battery energy storage facilities with an anticipated aggregate capacity of [\_\_\_ kW DC] generating capacity [and [\_\_\_]KW AC, [ ]KWh battery energy storage anticipated to be constructed, owned, operated and maintained by Seller.

“Financing Party” means any Person providing construction or permanent financing (whether debt or equity) to Seller in connection with construction, ownership, operation and maintenance of the Facility or, if applicable, any Person to whom Seller transfers its ownership interest in the Facility.

“Force Majeure” means any event or circumstances beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure to the extent that it could not be avoided, mitigated or overcome with the exercise of due diligence. Force Majeure shall include failure or interruption of the construction, interconnection, production, delivery or acceptance of Energy by the Utility due to unusual or unusually severe weather or climatic conditions; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; the curtailment of operation of the Facility by the Utility or other system operator (other than by reason of the breach by Seller of the Interconnection Agreement); the binding order of any Governmental Authority (other than, as to Purchaser, the binding order of a Governmental Authority that is a legislative, judicial or administrative subdivision, agency or authority of Purchaser, and in all cases provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any Governmental Authority (provided that such action has been timely requested and diligently pursued); unavailability of the distribution system to accept or deliver electricity (including Energy) from the Facility; or, as to Seller, failure of equipment not used by or under the control of Seller. Economic inability to make any payment due hereunder or other financial hardship shall not constitute Force Majeure.

“Gains” means, with respect to Seller, an amount equal to the present value of the economic benefit to Seller, if any (less Costs), resulting from the termination of this Agreement, determined in a commercially reasonable manner based on the price in excess of the Credit Rate that Seller, at the time calculated and using commercially reasonable efforts, does or could sell the Energy Output or Utility Credits allocated to Purchaser hereunder. If Seller does not have a replacement buyer for the Energy Output or the Utility Credits sold or allocated to Purchaser hereunder as of the calculation of the Purchaser Termination Payment, Seller shall use relevant market data for the sale of the Energy Output or the Utility Credits on current market terms.

“Governmental Authority” means any national, state or local government, or any other governmental, judicial, regulatory, self-regulatory organization (including any transmission or distribution system operator other than the

Utility), public or statutory instrumentality, authority, body, agency, department, bureau, or entity, including the State of New York Public Service Commission.

“Governmental Charges” means all applicable federal, state and local taxes (other than taxes based on income or net worth) including real property, personal property, sales, use, gross receipts or similar taxes, emission allowance costs, duties, tariffs, levies, licenses, fees, permits, assessments, adders or surcharges (including public purposes charges and low income bill payment assistance charges).

“Interconnection Agreement” means the interconnection service agreement(s) between Seller and the Utility required for interconnection of the Facility and deliver of the Energy.

“Interest Rate” means a rate per annum equal to the lesser of (a) the “prime rate” (as published in The Wall Street Journal) plus two and one-half percent (2.5%) and (b) the maximum rate allowed by Applicable Law. The Interest Rate shall be established as of the date that the applicable payment is overdue and shall be calculated daily on the basis of a year of three hundred sixty five (365) days and the actual number of days for which such interest is due.

“Lease” means the lease agreement entered into by Seller and Purchaser granting to Seller a leasehold interest in the Project Site.

“Loss” means, with respect to Seller, an amount equal to the present value of the economic loss to it, if any (including Costs), resulting from the termination of this Agreement, determined in a commercially reasonable manner based on the price below the Credit Rate that Seller, at the time calculated and using commercially reasonable efforts to mitigate its losses, does or could sell Energy Output or Utility Credits allocated to Purchaser hereunder. If Seller does not have a replacement buyer for the Energy Output or the Utility Credits sold or allocated to Purchaser hereunder as of the calculation of the Purchaser Termination Payment, Seller shall use relevant market data for the sale of the Energy Output or the Utility Credits on current market terms.

“Meter Data” has the meaning established in Section 6.e.ii.

“Monthly Payment” has the meaning established in Section 6.b.

“Net Crediting Program” means, as applicable, the remote crediting program set forth in the Utility’s Schedule for Electricity, P.S.C. No. 10 under Rider R, Section F.2.d or the Utility’s Schedule for PASNY Delivery Service under the Value Stack Tariff for PASNY Customer-Generators, each as amended from time to time, or such other Utility Credit program established pursuant to the New York Public Service Commission’s December 12, 2019 Order Regarding Consolidated Billing for Community Distributed Generation in Case 19-M-0463, as amended and supplemented by subsequent New York Public Service Commission orders, that creates a net crediting model whereby the Utility calculates the Utility Credits, remits a percentage of the value of such Utility Credits to Seller equivalent to the Credit Payment, less a Utility administrative fee retained by the Utility, and provides the remaining credit value on Buyer’s electric utility bills.

Deleted: ¶

“Net Settlement Amount” means Seller’s Losses netted against Seller’s Gains. If Gains exceed Losses, the Net Settlement Amount shall be zero.

“Outside Commercial Operation Date” means three hundred sixty five (365) days after the Construction Commencement Date.

“Outside Construction Commencement Date” means [            ], as such date may be extended in accordance with Section 2.b.

“Person” means an individual, general or limited partnership, corporation, municipal corporation, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority, limited liability company, or any other entity of whatever nature.

“PSC” means the State of New York Public Service Commission.

“Program Tariff” means the applicable tariff filed by the Utility implementing the VDER Program in its service territory.

“Project Site” means the premises on which the Facility will be sited, constructed and operated pursuant to the Lease and the related easements granted to Seller in the Lease.

“**Purchaser**” has the meaning established in the first paragraph of this Agreement and shall include its successors and permitted assigns.

“**Purchaser Percentage**” has the meaning established in Exhibit A.

“**Purchaser Termination Payment**” has the meaning established in Section 9.c.i.

“**Renewable Energy Incentives**” shall mean (i) federal, state, or local tax credits or other tax benefits (including accelerated depreciation) associated with the construction, ownership, or production of Energy from the Facility or any governmental payments made in lieu of any such tax credit or tax benefit, (ii) any federal, state or local grants, rebates, financing or any other incentive relating to renewable energy property applicable to the Facility or the output of the Facility, or (iii) any other form of incentive based on the environmental attributes of the Facility that is not a Reserved Environmental Attribute that is available with respect to the Facility.

“**Reserved Environmental Attributes**” shall mean any and all attributes of the Facility other than the Utility Credits to be allocated to Purchaser pursuant to this Agreement, including any renewable energy credits, financial rebates, carbon credits attributes associated with or with respect to fuel, emissions, air quality or other environmental benefits resulting from the use of solar generation or the avoidance of use or omission of any other fuel, other equivalent incentives created under state, local or federal law and in effect from time to time.

“**Resolution**” means the resolution of the Purchaser’s applicable Common Council dated [\_\_\_\_], [\_\_\_\_], a copy of which is attached hereto, authorizing and approving the Purchaser to enter into and deliver this Agreement and to perform its obligations hereunder.

“**Seller**” has the meaning established in the first paragraph of this Agreement, and shall include Seller’s successors and permitted assigns.

“**Seller Meter**” has the meaning established in Section 6.e.i.

“**VDER Program**” means the value of distributed energy resources Value Stack compensation mechanism established by the VDER Order.

“**VDER Order**” means collectively, (i) New York Consolidated Laws, Public Service Law – PBS Section 66-j, (ii) the Order Establishing a Community Distributed Generation Program and Making Other Findings, issued by the Public Service Commission of the State of New York (“**PSCNY**”) July 17, 2015, as amended, modified or supplemented to the date hereof and from time to time, (iii) the Order on Net Energy Metering Transition, Phase One of Value of Distributed Energy Resources, and Related Matters issued by the PSCNY March 9, 2017 (“**VDER Order**”), as amended, modified or supplemented to the date hereof and from time to time, (iv) the Order on Phase One Value of Distributed Energy Resources Implementation Proposals, Cost Mitigation Issues, and Related Matters issued by the PSCNY September 14, 2017, as amended, modified or supplemented to the date hereof and from time to time, (v) the Order Regarding Value Stack Compensation issued by the PSCNY April 18, 2019, as amended, modified or supplemented from time to time, and (v) the Order on Net Energy Metering Transition, Phase One of Value of Distributed Energy Resources, and Related Matters issued March 9, 2017, as amended, modified or supplemented to the date hereof and from time to time.

“**Utility**” means Consolidated Edison Company of New York, Inc., or any successor or other electric distribution company that from time to time is responsible for allocating Utility Credits generated by the Project.

“**Utility Credits**” means the value in dollars of the Energy Output in any Billing Cycle determined by the Utility with reference to the applicable components of the Value Stack (as defined in the VDER Program Orders, including any successor compensation mechanism) and any other Applicable Law and the applicable Program Tariff, as applied to the Accounts, and set forth on an invoice received by the Purchaser from the Utility for the applicable Billing Cycle.

**b. Interpretation.** As used in this Agreement, unless otherwise specified:

- i. all references to “Articles” and “Sections” are to Articles and Sections of this Agreement;
- ii. all references to “Exhibits” are to Exhibits attached to this Agreement, each of which is an integral part of this Agreement and made a part of this Agreement for all purposes;
- iii. terms defined in the singular shall have the corresponding meaning when used in the plural and vice versa;

- iv. all uses of “include” or “including” mean “including, without limitation”;
- v. references to a law, rule, regulation, contract, agreement, or other document mean that law, rule, regulation, contract, agreement, or document as amended, modified, or supplemented, if applicable, from time to time and includes (in the case of agreements or documents) references to all attachments thereto and instruments incorporated therein;
- vi. the word “or” has the inclusive meaning represented by the phrase “and/or”;
- vii. the words “this Agreement,” “hereof,” “hereunder,” “herein,” “hereby” or words of similar import refer to this Agreement as a whole and not to a particular Article, Section, subsection, clause, or other subdivision of this Agreement;
- viii. any reference to a Person includes such Person’s successors and permitted assigns and any reference to a Governmental Authority includes any successor thereto;
- ix. any definition in one part of speech of a word, such as definition of the noun form of that word, shall have a comparable meaning when used in a different part of speech, such as the verb form of that word;
- x. the headings of particular provisions of this Agreement are inserted for convenience only and shall not be construed as a part of this Agreement or serve as a limitation or expansion on the scope of any term or provision of this Agreement; and
- xi. any provisions hereof including the words “written” or “in writing” means hand-written, type-written, printed or electronically made and resulting in a permanent record.

**2. Term; Early Termination**

- a. **Term.** The term of this Agreement (the “Term”) shall commence on the Effective Date, and shall end at 11:59 PM on the twenty-fifth (25th) anniversary of the Credit Start Date.
- b. **Early Termination.** Notwithstanding anything herein to the contrary, and without otherwise limiting the rights of the Parties, this Agreement may be terminated prior to the expiration of the Term (the “Early Termination Date”):
  - i. by either Party in accordance with Section 3.b;
  - ii. by either Party in the event the Commercial Operation Date has not occurred by the date that is one hundred eighty (180) days following the Outside Commercial Operation Date; or
  - iii. as otherwise permitted by this Agreement.

**3. Conditions to Obligations: Construction**

- a. **Conditions to Obligations.** Seller may terminate this Agreement in its sole discretion by notice to Purchaser if it is unable to satisfy the following conditions to its satisfaction prior to the Outside Construction Commencement Date.
  - i. Seller shall have completed inspection and study of the Project Site to its satisfaction including, if applicable, title, survey, geotechnical, engineering, environmental and archaeological reviews as Seller deems necessary to confirm the suitability of the Project Site for the Facility;
  - ii. The Lease shall be in full force and effect.
  - iii. Seller shall have secured subscriptions consistent with the requirements of the VDER Program for the purchase of utility credit from the Facility, other than the Utility Credits, sufficient, together with the Utility Credits allocated hereunder on the terms and conditions hereof, to support the economic feasibility of the Facility, determined in its sole discretion.
  - iv. Seller shall have secured financing for the Facility.
  - v. Seller and the Utility shall have entered into the Interconnection Agreement.



- vi. Seller shall have obtained confirmation from the applicable Governmental Authorities or shall be satisfied otherwise that Seller will receive the Renewable Energy Incentives and the Reserved Environmental Attributes and that the Facility is eligible for Utility Credits.
- vii. Procurement of major equipment and materials for the Facility is consistent with the construction and commissioning schedule for the Facility.
- viii. Seller shall have obtained all necessary construction, zoning, land use, environmental, building and other permits or consents from the applicable Persons necessary for Seller to finance, construct, and interconnect the Facility at the Project Site and deliver the Energy Output to the Delivery Point.
- ix. No event shall have occurred that could reasonably materially impair or prevent the construction, operation, or commercial viability of the Facility.

**4. Facility Ownership and Operation**

- a. **Title.** As between Purchaser and Seller, Seller shall have sole title to the Facility and the Energy generated by the Facility and to the Reserved Attributes and Renewable Energy Incentives generated by or attributable to the Facility.
- b. **Notice of Commercial Operation Date; Identification of Accounts.** Seller shall notify Purchaser in writing not later than five (5) Business Days following the Commercial Operation Date.

**5. Procurement and Allocation of Utility Credits; Accounts**

- a. **Utility Credits.** Seller shall submit the applicable documentation to the Utility for the creation and allocation of the Utility Credits, including designating the accounts identified on Exhibit A for allocation of the Utility Credits to the Designated Account as provided in Exhibit A (the "Utility Credit Designation"). The Utility will be solely responsible for calculating and allocating the Utility Credits to the Accounts.
- b. **Utility Credits; Accounts Management.**
  - i. Exhibit A identifies the Accounts to which Seller shall direct the Utility to allocate the Purchaser Percentage of the Utility Credits ("~~Designated Accounts~~"), as of the Effective Date. Purchaser shall provide Seller with at least forty-five (45) days prior notice of Purchaser's intention to close or substitute any of the Designated Accounts, and concurrently with such notice Purchaser shall designate one or more substitute Accounts to which an equivalent amount of Utility Credits as the closed or substituted Accounts should be allocated, and each such designated replacement Account shall thereafter be deemed to be a Designated Account without need for any amendment of this Agreement. The Designated Accounts shall, in the aggregate, at all times during the Term be capable of accepting and Purchaser shall accept the aggregate allocation of up to and not less than the Purchaser Percentage.
  - ii. Purchaser shall direct the Utility to provide Seller with access to the billing and consumption information for the Accounts in order to verify the Utility Credits that are allocated to the Designated Accounts, and Seller shall use such information to calculate the Monthly Payment and the allocations of the Utility Credits as provided in Exhibit A. If Seller has reason to dispute the Utility Credits Purchaser receives from the Utility, Purchaser shall provide reasonable assistance to Seller to resolve the dispute.

Deleted:

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

- a. **Sale and Purchase of Utility Credits.** Commencing on the Credit Start Date continuing until the last day of the Term, Purchaser shall purchase, receive, accept and pay Seller for the Utility Credits allocated to Purchaser's Accounts for each billing cycle (as such billing cycle is established for Purchaser by the Utility) (the "Billing Cycle").
- b. **Price.** For each Billing Cycle, Purchaser shall pay Seller an amount equal to the product of the Utility Credits allocated to Purchaser for such Billing Cycle multiplied by the Credit Rate (the "Monthly Payment").
- c. **Invoicing and Payment.**

Deleted:

i. Seller shall invoice Purchaser monthly for the Monthly Payment applicable to the prior month. Each monthly invoice shall state (i) the portion of the Energy Output of the Facility corresponding to the Utility Credits allocated to the Designated Accounts in such Billing Cycle (in kWhs), (ii) the applicable Credit Rate, (iii) the Utility Credits allocated to the Designated Accounts for the corresponding Billing Cycle, (iii) any other charges then due and payable by Purchaser, if any, under this Agreement and (v) the total amount due from Purchaser.

ii. Purchaser shall pay the invoiced amount within thirty (30) days of the invoice date. Purchaser shall make its payment by wire transfer (or other mutually agreeable method) in immediately available funds to the account designated by Seller on the invoice. Seller may charge Purchaser interest at the Interest Rate for invoiced amounts as to which payment is not made when due.

d. **Governmental Charges.** Seller is responsible for any and all Governmental Charges attributable to the Facility. Purchaser is responsible for any and all Governmental Charges attributable to the allocation, sale and purchase of Utility Credits to Purchaser.

e. **Metering.**

i. Seller shall install one or more revenue grade meter(s) (the "Seller Meter"), as Seller deems appropriate, at the Delivery Point to measure the Energy Output. The Seller Meter shall (i) meet the general commercial standards of the solar photovoltaic industry or the required standard of the Utility and (ii) provide and preserve a continuous flow of data to Seller measuring the Energy Output. Seller shall maintain the Seller Meter in accordance with prudent industry practices.

ii. Seller shall own all data generated by the Seller Meter (the "Meter Data"). Including any and all derivative data developed by Seller. Purchaser acknowledges that Seller may copy, reproduce, alter, aggregate, use, distribute and make available to third parties Meter Data for its business purposes, including for research and development, data analysis, marketing, and to improve upon, develop and offer new products and service offerings, provided that if Seller distributes or makes available Meter Data to third parties that are not affiliates of Seller, such Meter Data shall be in a format that does not identify Purchaser.

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

g. **Net Crediting Program.** The Parties acknowledge and agree that the purchase and sale of Utility Credits under this Agreement, and the payment of Monthly Payments from Purchaser to Seller, may, in Seller's sole discretion, be administered through the Utility's Net Crediting Program pursuant to which the monetary value of the Utility Credits that Purchaser receives corresponding to Purchaser's Allocated Percentage of Delivered Energy shall include a reduction for the value of the Monthly Payment in lieu of Seller invoicing Purchaser, and Purchaser paying Seller, directly for the Monthly Payment. If Seller so elects to use the Utility's Net Crediting Program, Purchaser and Seller (i) acknowledge and agree that the provisions of Sections 6.c and 6.f. shall not apply to Monthly Payments, and (ii) agree to provide such additional information and execute such additional agreements as may be necessary, from time to time, to enroll and comply with the Utility's Net Crediting Program. The Parties further acknowledge and agree that Seller may, in its sole discretion, elect to withdraw from the Utility's Net Crediting Program at any time, in which event Sections 6.c and 6.f. shall again apply to the purchase and sale of Utility Credits under this Agreement and the payment of Monthly Payments from Purchaser to Seller, and the parties agree to provide such additional information and execute such additional agreements as may be necessary, from time to time, to withdraw from the Utility's Net Crediting Program.

## 7. **Obligations of the Parties**

a. **Utility Credit Eligibility and Approvals.** Seller shall use commercially reasonable efforts to apply for and obtain all approvals necessary for the Facility to be a Community Distributed Generation (as defined in the VDER Program

Orders) such that the Energy Output shall be eligible to receive Utility Credits, and Purchaser shall reasonably cooperate with Seller in connection therewith.

**b. Seller's Obligations.**

- i. Seller shall maintain accurate operating, maintenance and other records and all other data, including Meter Data, for the purposes of proper administration of this Agreement, including such records as may be required of Seller by any Governmental Authority, and all records necessary to allow Purchaser to verify the Energy Output, the Utility Credits allocated to Purchaser under this Agreement, and any and all amounts paid, or requested by Seller to be paid, by Purchaser to Seller under this Agreement.
- ii. Seller shall operate and maintain the Facility in accordance with Applicable Law and prudent industry practices applicable to distributed solar photovoltaic generating facilities in the State of New York, and shall use commercially reasonable efforts to operate the Facility in a manner such it will remain in operation throughout the term of this Agreement.

- c. Purchaser's Obligations.** Purchaser shall perform its obligations under this Agreement in strict compliance with this Agreement and all Applicable Law. Purchaser shall not, and shall not cause or permit any other Person to, modify, cancel or impair the Utility Credit Application and the allocation of Utility Credits to Purchaser's Accounts without the prior written approval of Seller. Purchaser's obligation to perform under this Agreement is not conditioned upon the financial solvency of the Utility, nor shall the financial condition of the Utility be a basis for Purchaser to terminate this Agreement.

**8. Representations and Warranties**

- a. Representations and Warranties.** As of the Effective Date and the Commercial Operation Date, each Party represents and warrants to the other Party as follows:

- i. The Party is duly organized, validly existing, and in good standing under the laws of the state of its formation.
- ii. The Party has the right and authority to execute, deliver and perform its obligations this Agreement, and Purchaser separately represents and warrants that the Resolution, a copy of which is attached hereto, is in full force and effect, and no other approvals or consents are required in order for Purchaser to execute, deliver and perform its obligations under this Agreement.
- iii. The execution of the Agreement has been duly authorized, and each person executing the Agreement on behalf of the Party has full authority to do so, and this Agreement is a binding obligation of and is an enforceable obligation of such Party.
- iv. Neither the execution and delivery of this Agreement by the Party, nor the performance of such Party's obligations hereunder, conflicts with or will result in a breach or default under any agreement or obligation to which the Party is a party.

- b. Purchaser Representations and Warranties.** As of the Credit Start Date, Purchaser further represents and warrants as follows:

- i. Purchaser (or an agency or subdivision thereof) is the customer of record for and has all necessary rights to the Designated Accounts.
- ii. The Resolution, a copy of which is attached hereto, is in full force and effect, and no other approvals or consents are required in order for Purchaser to execute, deliver and perform its obligations under this Agreement.

**9. Default; Remedies; Force Majeure**

- a. Events of Default.** The following shall each constitute an Event of Default by the applicable Party.

- i. The Party fails to pay any amount as and when due under this Agreement (other than amounts being disputed in accordance with Section 6.f), and such failure is not cured in full within five (5) Business Days following written notice thereof.

- ii. The Party fails to perform or comply in any material respect with any covenant or agreement set forth in this Agreement and such breach continues for a period of thirty (30) days after receipt of written notice thereof; provided, that if such cure reasonably cannot be effected within such thirty (30) day period and the breaching Party commences and works diligently to cure such breach during such thirty (30) day period, the defaulting Party's time to cure such failure shall be extended by the time reasonably necessary to cure the same.
- iii. The Party (i) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (ii) is judicially determined to be insolvent or is unable to pay its debts or admits in writing its inability generally to pay its debts as they become due; (iii) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (iv) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor's rights, or a petition is presented for its winding-up, reorganization or liquidation, which proceeding or petition is not dismissed, stayed or vacated within sixty (60) days thereafter; (v) commences a voluntary proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights; (vi) seeks or consents to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all of its assets; or (vii) causes or is subject to any event that under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) through (vi).
- iv. The Party assigns this Agreement in whole or in part in violation of Section 11.a.
- v. A default by Purchaser (or any subdivision or agency of Purchaser) under the Lease that is not cured as provided therein shall be an Event of Default as to Purchaser.
- vi. A representation or warranty made by the Party in Article 8 is determined to have been materially false or misleading when made or deemed made, and such breach has had or is reasonably likely to have a material adverse effect on the Facility or the non-breaching Party, which effect cannot be cured within thirty (30) days of such determination provided, that if such cure reasonably cannot be implemented within such thirty (30) day period and the defaulting Party commences and works diligently to cure such effect (or potential effect) of the breach on the other Party during such thirty (30) day period, the defaulting Party's time to cure such impact shall be extended by the time reasonably necessary to cure the same so long as the defaulting Party continues to diligently pursue such cure, but not to exceed *ninety (90)* days following such determination.

**b. Termination for Default.**

- i. Upon the occurrence and during the continuation of an Event of Default, the non-defaulting Party may terminate this Agreement by providing written notice to the defaulting Party. Such termination shall be effective as of the date of delivery of such notice to the defaulting Party if the relevant Event of Default has not been cured by such date.
- ii. If this Agreement is terminated pursuant to Section 9.b.i, Seller shall notify the Utility, and Seller and Purchaser shall cooperate to make all related filings with the Utility within ten (10) Business Days thereafter to cease allocating Utility Credits to the Designated Accounts. As of the termination of this Agreement, Seller shall have no further obligation to allocate the Purchaser Percentage to Purchaser, and Purchaser shall have no further right hereunder to the Purchaser Percentage or the Utility Credits and no obligation to accept the allocation of the Utility Credits. Seller shall deliver to Purchaser a final invoice through the date that the Utility Credits cease to be allocated to the Accounts, and Purchaser shall pay such invoice in accordance with the applicable provisions of Article 6.

**c. Termination Payment; Remedies.**

- i. In the event that this Agreement is terminated by Seller as provided in Section 9.b, then Seller shall calculate a payment (the "Purchaser Termination Payment") in a commercially reasonable manner as follows: The Purchaser Termination Payment shall be an amount equal to the sum of all amounts owed to Seller hereunder as of the date of such termination plus the Net Settlement Amount, less any amounts owed by Seller to Purchaser.

- ii. Purchaser shall provide written notice to Seller of the Purchaser Termination Payment, including the detailed calculation of the Purchaser Termination Payment and supporting documentation. Purchaser shall make payment thereof to Seller within thirty (30) days after delivery of the notice thereof.
  - iii. Any dispute as to the amount of the Purchaser Termination Payment shall be resolved in accordance with Section 13.f.
  - iv. The payment of the Purchaser Termination Payment shall be Seller's exclusive remedy in the event of a termination of this Agreement by Seller pursuant to this Article 9.
  - v. In the event that this Agreement is terminated as provided in Section 9.b, then each Party shall be entitled to exercise its available remedies at law or in equity, subject to the limitations herein.
- d. **Force Majeure.** If by reason of Force Majeure either Party is unable to carry out, either in whole or in part, any of its obligations contained herein, such Party shall not be deemed to be in breach or default of its obligations hereunder during the continuation of such inability, provided that: (a) the non-performing Party promptly gives the other Party written notice describing the particulars of the Force Majeure, the affected performance and the anticipated period of non-performance or delay; (b) the suspension of performance be of no greater scope and of no longer duration than is required by the Force Majeure; (c) no obligations of the Party that accrued prior to the Force Majeure shall be excused by reason of such Force Majeure except to the extent that such performance is affected by the Force Majeure; and (d) the non-performing Party shall use commercially reasonable efforts to remedy or mitigate the effects of the Force Majeure.

**10. Limitation of Liability**

**a. Limitation of Liability and Warranty.**

- i. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SELLER'S LIABILITY TO PURCHASER UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY AND WILL IN NO EVENT EXCEED THE AMOUNT ACTUALLY PAID BY PURCHASER TO SELLER UNDER THIS AGREEMENT DURING THE TWELVE MONTHS PRIOR TO THE APPLICABLE CLAIM LESS ANY DAMAGES PREVIOUSLY PAID TO PURCHASER HEREUNDER OR, IF APPLICABLE, UNDER ANY LEASE. SUCH AMOUNT SHALL BE PURCHASER'S SOLE AND EXCLUSIVE REMEDY, AND PURCHASER HEREBY WAIVES ALL OTHER REMEDIES OR DAMAGES AT LAW OR EQUITY. OTHER THAN AS EXPRESSLY PROVIDED HEREIN, INCLUDING THE PURCHASER TERMINATION PAYMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL (OTHER THAN DIRECT OR ACTUAL), PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES.
- ii. EXCEPT AS EXPRESSLY STATED HEREIN, PURCHASER ACKNOWLEDGES THAT SELLER MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING ITS OBLIGATIONS OR THE FACILITY. SELLER DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USE OF TRADE. WITHOUT LIMITATION OF THE FOREGOING, NOTHING IN THE AGREEMENT SHALL BE INTERPRETED AS A GUARANTY OF ENERGY OUTPUT OR UTILITY CREDITS IN CONNECTION WITH THE FACILITY.

- b. **No Implied Waivers; Remedies Cumulative.** No covenant or agreement under this Agreement shall be deemed to have been waived by Seller or Purchaser, unless such waiver is in writing and signed by the Party against whom it is to be enforced. Consent or approval of Seller or Purchaser to any act or matter must be in writing, shall apply only with respect to the particular act or matter in which such consent or approval is given, and shall not relieve the other Party from the obligation wherever required under this Agreement to obtain consent or approval for any other act or matter. The failure of Seller or Purchaser to insist upon the strict performance of any one of the covenants or agreements of this Agreement or to exercise any right, remedy or election herein contained or permitted by law shall not constitute or be construed as a waiver or relinquishment for the future of such covenant or agreement, right, remedy or election, but the same shall continue and remain in full force and effect. Any right or remedy of Seller or Purchaser specified herein or any other right or remedy that Seller or Purchaser may have at law or in equity hereunder shall be a distinct, separate and cumulative right or remedy and no one of them, whether exercised or not, shall be deemed to exclude any other.

- c. **Acceptance of Payment.** Neither receipt nor acceptance by Seller or Purchaser of any payment hereunder, nor payment of same by Purchaser or Seller, shall be deemed to be a waiver of any breach or Event of Default, or of any right or defense that Seller or Purchaser may be entitled to exercise hereunder.

**11. Assignment**

**a. Assignment.**

- i. Subject to any consents required in accordance with Applicable Law, Seller may assign this Agreement to any affiliate or to any person that succeeds to all or substantially all of Seller's assets, including a successor entity in a merger or acquisition transaction.
- ii. Purchaser shall not shall assign this Agreement, or any part hereof, to any Person without the prior written consent of Seller, which consent shall not be unreasonably conditioned, withheld or delayed. Any assignee pursuant to this Section 11.a.ii shall confirm in writing to Seller that such assignee is bound by this Agreement and is subject to all of the obligations required of Purchaser.
- iii. Following any assignment made in accordance with this Section 11.a, the assigning Party shall have no further obligation hereunder.
- iv. Any assignment or transfer not expressly permitted herein or without prior consent if required herein will be null and void *ab initio*.

- b. **Assignment and Collateral Assignment to Financing Party.** Seller, without the consent of Purchaser, may assign, collaterally assign or grant an interest in this Agreement or any or all of its rights and obligations hereunder to any Financing Party. Promptly after granting such interest, Seller shall notify Purchaser in writing of the name, address, and telephone number of each and every Financing Party to which Seller's interest under this Agreement has been assigned.

- c. **Financing Party Accommodations.** If Seller collaterally assigns or grants an interest in or to this Agreement as permitted by Section 11.b, then:

- i. thereafter, Purchaser shall provide the Financing Party with copies of all notices issued to Seller under Section 9.b, and any Financing Party shall have the right, but not the obligation, to perform any act required to be performed by Seller under this Agreement to prevent or cure a default by Seller in accordance with Article 9, and Purchaser shall accept a cure performed by any Financing Party that is performed in accordance with the terms of this Agreement and such additional cure period as the Financing Party may reasonably request.
- ii. Purchaser acknowledges that no Financing Party shall have any obligation or liability to Purchaser with respect to this Agreement other than as to such liabilities that arise upon or after this Agreement has been expressly assumed by the Financing Party, or any Financing Party has otherwise assumed obligations of Seller hereunder; provided that Purchaser shall nevertheless be entitled to exercise all of its rights hereunder if Seller or Financing Party fails to perform Seller's obligations under this Agreement from and after such assumption.
- iii. Purchaser shall execute or arrange for the delivery of such documents and acknowledgements as may be reasonably requested by Seller to confirm consent to the collateral assignment of this Agreement to any Financing Party, and that may provide, among other things, that Purchaser recognizes the right of such Financing Party to assume the rights and obligations of Seller under this Agreement upon foreclosure of Financing Party's interest herein; provided, that Purchaser shall not be required to execute any documents or instruments that are contrary to Applicable Law or that are reasonably likely to adversely affect Purchaser's obligations under the Agreement.

**12. Confidentiality.**

- a. Confidential Information. If either Party provides confidential information, including this Agreement, business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the design, operation and maintenance of the System ("Confidential Information") to the other Party or, if in the course of performing under this Agreement or negotiating this Agreement a Party learns Confidential Information regarding the facilities or plans of the other Party, the receiving

Party shall (i) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (ii) refrain from using such Confidential Information, except in the negotiation and performance of this Agreement and the development, construction, operation and maintenance of the Facility, including but not limited to obtaining financing for the System. Notwithstanding the above, a Party may provide such Confidential Information to its, officers, directors, members, managers, employees, agents, contractors and consultants (collectively, "Representatives"), and affiliates, potential lenders and purchasers, and potential assignees of this Agreement (provided and on condition that such potential assignees be bound by a written agreement or legal obligation restricting use and disclosure of Confidential Information consistent with this Section). Any recipient of Confidential Information shall be informed of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by the provisions of this Section. In any event, each Party shall be liable (to the other Party) for any breach of this provision by any entity to whom that Party improperly discloses Confidential Information. The terms of this Agreement (but not its execution or existence) shall be considered Confidential Information. All Confidential Information shall remain the property of the disclosing Party and shall be returned to the disclosing Party or destroyed after the receiving Party's need for it has expired or upon the request of the disclosing Party. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Section by the receiving Party or the disclosure of Confidential Information by its Representatives or other person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in such event. To the fullest extent permitted by Applicable Law, such remedies shall not be deemed to be the disclosing Party's exclusive remedies, but shall be in addition to all other remedies available at law or in equity.

- b. Permitted Disclosures. Notwithstanding any other provisions in this Agreement, neither Party shall be required to hold confidential any information that (i) becomes publicly available other than by disclosure through the receiving Party or its Representatives, (ii) is required to be disclosed to a Governmental Authority under applicable law or pursuant to a validly issued subpoena, (iii) is independently developed by the receiving Party or (iv) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality. If disclosure of information is required by a Governmental Authority, the disclosing Party shall, to the extent permitted by Applicable Law, notify the other Party of such required disclosure promptly upon becoming aware of such required disclosure and shall cooperate with the other Party in efforts to limit the disclosure to the maximum extent permitted by law.
- c. Goodwill and Publicity. Neither Party shall use any name, trade name, service mark or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. Neither Party shall make any press release or public announcement of the specific terms of this Agreement (except for filings or other statements or releases as may be required by applicable law) without the specific prior written consent of the other Party. Without limiting the generality of the foregoing, all public statements must accurately reflect the rights and obligations of the Parties under this Agreement, including the ownership of Environmental Attributes and any related reporting rights.

### 13. Miscellaneous

- a. **Notices.** All notices given under this Agreement shall be in writing and shall be by personal delivery, electronic mail, overnight courier, or regular, certified, or registered mail, return receipt requested, and deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices shall be sent to the Persons identified in this Agreement at the addresses set forth in this Agreement or such other address as either Party may specify in writing. Each Party shall deem a document electronically sent in PDF form to it as an original document.

The communications shall be sent to the following addresses:

If to Seller:

Erik Schiemann  
Distributed Solar Development, LLC  
200 Harborside Drive  
Suite 200  
Schenectady, NY 12305  
Telephone: (518) 742-6863  
Email: [Erik.Schiemann@ge.com](mailto:Erik.Schiemann@ge.com)

And copy to (which copy shall not constitute notice):

General Counsel  
Distributed Solar Development, LLC  
200 Harborside Drive  
Suite 200  
Schenectady, NY 12305  
Telephone: (518) 380-3770  
Email: [jennifer.gerrard@dsdrenewables.com](mailto:jennifer.gerrard@dsdrenewables.com)

If to Purchaser:

[\_\_\_\_\_]
[\_\_\_\_\_]
[\_\_\_\_\_]
[\_\_\_\_\_]
Email:
Telephone:
Attn: [\_\_\_\_\_]

Either Party may change its address and contact person for the purposes of this Section 13.a by giving notice thereof in the manner required herein.

- b. **Severability.** If any article, section, phrase or portion of this Agreement is, for any reason, adjudicated to be invalid, illegal or unenforceable by any court of competent jurisdiction or by a Change in Law, such article, section, phrase, or portion will be deemed separate, severable and independent, and the remainder of this Agreement will be and remain in full force and effect and will not be invalidated or rendered illegal or unenforceable or otherwise affected by such adjudication, provided the basic purpose of this Agreement and the benefits to the Parties are not substantially impaired.
- c. **Forward Contract.** This Agreement constitutes a “forward contract” within the meaning of the United States Bankruptcy Code, and the Parties acknowledge that each Party is a “forward contract merchant” within the meaning of the United States Bankruptcy Code.
- d. **No Third Party Beneficiaries.** Except for successors, permitted assigns and the Financing Parties as to Section 11.c, this Agreement and all rights hereunder are intended for the sole benefit of the Parties and shall not imply or create any rights on the part of, or obligations to, any other Person.
- e. **Governing Law.** This Agreement, the obligations of the Parties hereunder, and all matters arising out of or in connection herewith shall be governed and construed in accordance with the laws of the State of New York without regard to principles of conflicts of law.
- f. **Dispute Resolution.**
  - i. **Negotiation.** The Parties, through their respective senior management, shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to this Agreement (a “Dispute”) within twenty (20) business days after the date that a Party gives written notice of such Dispute to the other Party.
  - ii. **Mediation.** In the event any Dispute is not settled to the mutual satisfaction of the Parties pursuant to part i. above, either Party may, by written notice to the other Party, refer the matter to mediation. If either Party elects to refer the dispute to mediation, the Parties will cooperate in selecting a qualified neutral mediator from among a panel of neutral persons proposed by JAMS, Inc., or any other mutually acceptable organization, and in scheduling the time and place of the mediation as soon as reasonably possible, but in no event later than thirty (30) days after the request for mediation is made. In the event the Parties cannot agree on a single neutral mediator, each Party shall select one mediator, which mediators shall cooperate to select a third mediator who shall handle the mediation. Any mediator selected shall have recognized expertise and not less than ten (10) years’ experience in the subject matter of the dispute and shall be neutral and have no prior connection with or financial or other interests in or against either Party. Unless otherwise agreed, the mediation will be scheduled for a date not later than sixty (60) days after the selection



of the mediator. The Parties agree to participate in the mediation in good faith and to share the costs of the mediation, including the mediator's fee, equally, but such shared costs shall not include each Party's own attorneys' fees and costs, which shall be borne solely by such Party. If the Parties are unable to resolve their dispute through mediation, then either Party may pursue any other remedies available at law or in equity.

- iii. **Confidentiality.** All communication offers and statements, whether oral or written, and documents and other writings exchanged between the Parties in connection with the management negotiations pursuant to part i. and/or the mediation pursuant to part ii. shall be confidential and shall not be discoverable, admissible in evidence, or used or referred to in any subsequent binding adjudicatory process between the Parties; provide, however, that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in such negotiations..
- g. **Entire Agreement.** This Agreement together with the Leases to which Seller and Purchaser are both parties, contains the entire agreement between Seller and Purchaser with respect to the subject matter hereof, and supersedes all other understandings or agreements, whether written or oral, between the Parties relating to the subject matter hereof.
- h. **No Joint Venture.** Each Party will perform all obligations under this Agreement as an independent contractor. Nothing herein contained shall be deemed to constitute any Party a partner, agent or legal representative of the other Party or to create a joint venture, partnership, agency or any relationship between the Parties. The obligations of Seller and Purchaser hereunder are individual and neither collective nor joint in nature.
- i. **Change in Law.** If any Change in Law occurs that (i) is generally applicable to similarly situated electric generating facilities and (ii) increases the capital, financing, operating or maintenance costs of the Facility, or otherwise has a material adverse effect on the cost to Seller of performing its obligations under this Agreement, then Seller may make an equitable adjustment to the Credit Rate to compensate Seller for such increased costs over the remainder of the Term. If Purchaser disputes the adjustment, the Parties shall resolve the dispute as provided in Section 13.f.
- j. **Service Contract.** The Parties intend this Agreement to be a "service contract" within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986. Purchaser shall not take the position on any tax return or in any other filings suggesting that it is anything other than a purchase of electricity from the Facility.
- k. **Amendments; Binding Effect.** This Agreement may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by both of the Parties to this Agreement or their successor in interest. This Agreement inures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.
- l. **Counterparts.** This Agreement may be executed in counterparts, each of which may be delivered electronically in portable document format or other readable electronic format. Each such counterpart shall be deemed an original and all such counterparts together with this Agreement shall constitute one and the same agreement.
- m. **Further Assurances.** From time to time and at any time at and after the execution of this Agreement, each Party shall execute, acknowledge and deliver such documents, reasonably requested by the other and consistent with the terms of the Agreement for the purpose of effecting or confirming any of the transactions contemplated by this Agreement. The Party making a request under this Section 13.m shall pay all reasonable costs and expenses incurred by the other Party in complying with any such request. Neither Party shall withhold, condition or delay its compliance with any reasonable request made pursuant to this Section 12.m.
- n. **Survival.** Provisions of this Agreement that should reasonably be considered to survive the expiration or termination of this Agreement shall survive such expiration or termination. Without limiting the generality of the foregoing, the provisions of Article 9, Article 10, Article 12, Sections 13.a, 13.d, 13.e, 13.f, 13.n, and 13.p shall survive the expiration or earlier termination of this Agreement.
- o. **Program Change.** In the event that the VDER Program is terminated, delayed or modified, the Parties shall promptly and in good faith amend or restate this Agreement if and as may be necessary to be consistent with Applicable Laws then in effect relating to community solar projects. Without limiting the foregoing, such amendments may include providing for the allocation to Purchaser of net metering credits as established pursuant to the Order Establishing a Community Distributed Generation Program and Making Other Findings, Case 15-E-0082, issued by the PSC on July 17, 2015, as amended, if applicable.

- p. **Waiver of Immunity.** The Parties acknowledge that this Agreement is a commercial agreement, and Purchaser expressly and irrevocably waives any claim or right which it may have to immunity (whether sovereign immunity, act of state, or otherwise) for itself or with respect to any of its assets in connection with any proceeding to enforce this Agreement, including immunity from service of process, immunity of any of its assets from pre- or post-judgment attachment or execution and immunity from the jurisdiction of any court or arbitral tribunal.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Utility Credit Purchase Agreement as of the Effective Date.

[Purchaser]

[Seller]

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name:

Printed Name:

Title:

Title:

**EXHIBIT A**

DESIGNATION OF PURCHASER ACCOUNTS

[INSERT TABLE OF ACCOUNTS]

NOTES:

1. [Each Designated Account will be allocated Utility Credits during each twelve month period commencing with the Credit Start Date (each such twelve-month period, a "Credit Year") based on Purchaser's consumption at such Designated Account as shown in Purchaser's utility bills for such period (the "Purchaser Percentage").<sup>1</sup>]
2. [Notwithstanding Note 1 above, the Designated Accounts that are "demand meter accounts" (as such term is used in the VDER Order, the "Demand Accounts") shall not be allocated Utility Credits for any Billing Cycle in excess of forty percent (40%) of the VDER utility credits attributable to the Facility for such Billing Cycle ("the Demand Meter Threshold"). If, for any Billing Cycle, the monthly statement of Utility Credits indicates that the Utility Credits allocated to the Demand Accounts exceeded the Demand Meter Threshold, then with Purchaser's cooperation, Seller shall use reasonable efforts to have the allocation corrected.]

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<sup>1</sup> See note at definition of "Purchaser Percentage"



**Resolution No. 2022 - 114**

**A RESOLUTION TO EMPLOY ADDITIONAL EMPLOYEES IN THE TOWN'S  
PARKS DEPARTMENTS**

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 Highway and Parks Departments recommends the hiring of seasonal laborers to work for the Town's Parks Department; and

WHEREAS, the Superintendent of Water and Sewer recommends the hiring of a seasonal laborer to work in the Town's Water and Sewer Department; and

WHEREAS, the Transportation and Public Facilities Committee and Public Works Committee recommends the hiring of such seasonal employees.

NOW THEREFORE, be it

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

**Niskayuna Parks Department**

Name	Title	2022 Rate
Theodore Smith	Seasonal Laborer	\$20.00 per hour
Jacob Hunt	Seasonal Laborer	\$15.00 per hour

**Niskayuna Water and Sewer Department**

Name	Title	2022 Rate
Zoe Harris	Seasonal Laborer	\$11.50 per hour



**Resolution No. 2022 - 115**

**A RESOLUTION AUTHORIZING SAFETY TRAINING FOR INDIVIDUALS  
EMPLOYED IN THE TOWN'S WATER AND SEWER DEPARTMENT AND  
HIGHWAY 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 Water and Sewer has recommended that individuals employed in the Town's Water and Sewer Department attend safety training offered by Needham Risk Management Resource Group, LLC, and

WHEREAS, the Superintendent of Highways has recommended that some individuals in the Town's Highway Department also attend the safety training offered by Needham Risk Management Resource Group, LLC, and

WHEREAS, this training takes place once a year and covers the topics of trench and excavation safety, electrical safety, and confined space safety, and

WHEREAS, the Town Comptroller advises that the cost of the training requires Town Board approval pursuant to the Town's purchasing policy, and

WHEREAS, the Public Works Committee concurs with the recommendation to allow certain Town employees to attend the trench and excavation, electrical safety, and confined space safety training.

NOW, THEREFORE, be it

RESOLVED, that this Town Board does hereby authorize the Supervisor to enter into and execute a contract with Needham Risk Management Resource Group, LLC, 573 Columbia Turnpike, Suite 3, East Greenbush, New York 12061, for safety training to be provided to individuals employed in the Town's Water and Sewer Department as well as the Town's Highway Department, at a total cost not to exceed \$5,000.00.



# Needham Risk Management Resource Group, LLC

Competence ▫ Ethics ▫ Integrity ▫ Results

## Proposal Acceptance Form

This Agreement is made by acceptance below of the Contract Document this 6<sup>th</sup> day of April, 2022 by and between ("Client") The Town of Niskayuna, having an address at One Niskayuna Circle, Niskayuna, NY 12309 and Needham Risk Management Resource Group, LLC, ("Needham Risk Management") or ("Consultant") of 573 Columbia Turnpike, Suite 3, East Greenbush, NY 12061. Client and the Consultant agree as follows:

1. **CONTRACT DOCUMENT** – Referred to as the "Contract Document" or "Agreement". Defined as: PROPOSAL ACCEPTANCE FORM, the GENERAL TERMS AND CONDITIONS, and any proposals/estimates that includes a scope of services, fee schedules and other documents listed below under PROFESSIONAL SERVICES.
2. **PROFESSIONAL SERVICES** – Needham Risk Management will provide professional services ("Services") for the Client as indicated below:

### Scope of Work

Needham Risk Management will provide a qualified trainer to present the following training programs:

- **Permit Required Confined Space Entry Training.** This training program will provide confined space entrants, attendants, and supervisors with instruction meeting the requirements of OSHA 29 CFR 1910.146. Training will include confined space hazards, safe work practices, use of confined space equipment, requirements for rescue, permit systems, and the course will include a hands-on confined space entry if the Client has a suitable space to practice. Each session will be approximately 5 hours in duration.
- **Trenching & Excavation Safety Training for Employees and Competent Persons.** The first half of this training will be 4-hours in duration and is intended for employees and competent persons. Training will include excavation hazards, soil types and mechanics, protective mechanisms, site hazards, regulations, roles and responsibilities. The second half of this course is intended for competent persons only. Training will include a hands-on soil mechanics lab.
- **Electrical Safety.** Training will provide an overview of the basic concepts of electricity, electrical hazards, safe work practices, avoiding unsafe conditions and a review of applicable regulation. Training is approximately 3 hours in duration.

### Fee

Needham Risk Management will charge the fees listed below per training session, which includes prep, travel, delivery of program and handouts, for an estimated project total of **\$5,000**. Each training session will be held at a facility provided by the Town of Niskayuna and will be scheduled at mutually agreed upon dates and times.

- **Permit Required Confined Space Entry Training \$1,250 (per session, est. X 2 sessions)**
  - **Trenching & Excavation and Electrical Safety Training \$1,250 (per session est. X 2 sessions)**
- Estimated Total: \$5,000**

### Conditions of the Contract

This work is subject to the General Terms and Conditions of Needham Risk Management as attached in Appendix A *General Terms and Conditions*. Any work requested by Client outside of this scope of work will be billed at \$150 per hour.

573 Columbia Turnpike, Suite 3  
East Greenbush, NY 12061  
Telephone: (518) 860-1758 Fax: (518) 860-1759  
Email: [team@theneedhamgroup.com](mailto:team@theneedhamgroup.com)  
[www.theneedhamgroup.com](http://www.theneedhamgroup.com)



Needham Risk Management Resource Group, LLC  
Competence ▫ Ethics ▫ Integrity ▫ Results

ACCEPTED BY:

Needham Risk Management

BY: *Mike Needham*

Michael Needham, Principal

DATE: April 6, 2022

CLIENT: Town of Niskayuna

BY: \_\_\_\_\_  
(Person authorized to execute contracts)

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_





**Resolution No. 2022 - 116**

**A RESOLUTION PROCLAIMING APRIL 23, 2022 AS ARBOR DAY IN THE TOWN OF NISKAYUNA**

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**, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

**WHEREAS**, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

**WHEREAS**, Arbor Day is now observed throughout the nation and the world and in 2022, Arbor Day will be observed in Niskayuna on April 23rd; and

**WHEREAS**, this year, the Arbor Day celebration is 150 years old and still going strong; and

**WHEREAS**, trees are important because they take in carbon dioxide, intercept airborne particulates and reduce smog, enhancing a community's respiratory health and helping to mitigate climate change; and

**WHEREAS**, trees release oxygen and one large tree can provide a day's supply of oxygen for up to four people; and

**WHEREAS**, trees provide food and an apple tree can yield up to 15-20 bushels of fruit per year and can be planted on the tiniest urban lot; and

**WHEREAS**, trees heal people and studies have shown that patients with views of trees out their windows heal faster and with less complications; and

**WHEREAS**, trees provide many economic benefits to their community, including that homes landscaped with trees sell more quickly and are worth 5 - 15% more than homes without trees and when the entire street is tree-lined, homes may be worth 25% more; and

**WHEREAS,** trees help moderate temperatures by creating a cooling effect which can counteract the heating effect of pavement and buildings in an urban or suburban environment.

**WHEREAS,** trees, wherever they are planted, are a source of joy and spiritual renewal;  
and

**WHEREAS,** the Town of Niskayuna planted a Rising Sun Redbud and a Steller Pink Dogwood in honor of Arbor Day at the Town of Niskayuna Town Hall at 1 Niskayuna Circle.

**NOW THEREFORE,** be it

**RESOLVED,** that the members of this Town Board do hereby encourage Town residents, businesses and institutions to support efforts to protect our trees and woodlands and further, urges all citizens to plant trees to enhance our communities and hereby recognizes April 23, 2022 as Arbor Day in Niskayuna.



**Resolution No. 2022 - 117**

**A RESOLUTION REGARDING THE RECONCILING OF THE CORPORATE UTILITY RENTS FOR THE FOURTH QUARTER OF 2021**

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 Water and Sewer and Receiver of Taxes and Assessments have been reviewing the utility rent amounts charged and the utility rent amounts collected for the fourth quarter of 2021 from the corporate consumers of Consolidated Water District No. 1 and Consolidated Sewer District No. 6, and

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

WHEREAS, this Town Board, acting for and on behalf of Consolidated Water District No. 1 and Consolidated Sewer District No. 6, now wishes to reconcile the corporate utility rents collected during the fourth quarter of 2021.

NOW THEREFORE, be it

RESOLVED, that this Town Board, acting for and on behalf of Consolidated Water District No. 1 and Consolidated Sewer District No. 6, does hereby approve the attached reconciliation of the corporate utility rents charged and collected during the fourth quarter of 2021.

**2021 4TH QUARTER CORPORATE RECONCILIATION**

**(October 1, 2021 - December 31, 2021 USAGE PERIOD)**

<b>WARRANTS</b>	<b>FROM REPORT</b>	<b>GENERATED BY</b>
	Billing Report	
SEWER	\$	64,953.97
WATER	\$	154,515.42
UNPAID SEWER (Q3 2021)		
UNPAID WATER (Q3 2021)	\$	113,154.89
SEWER PENALTY (UNPAID Q3)		
WATER PENALTY (UNPAID Q3)	\$	5,178.11
	\$	337,802.39
<b>RECONCILIATIONS</b>		
<i>*from warrant</i>		see Resolution No. 2022-66
SEWER	\$	64,953.97
WATER	\$	154,515.42
UNPAID SEWER (Q3 2021)		
UNPAID WATER (Q3 2021)	\$	113,154.89
WATER PENALTY	\$	5,178.11
WARRANT	\$	<b>337,802.39</b>
<b>PAYMENTS COLLECTED (A)</b>		Receiver of Taxes - Transaction Report
SEWER	\$	64,953.97
SEWER PENALTIES (GE prior unpaid)		
WATER	\$	272,848.42
WATER PENALTIES (GE prior unpaid)		
<b>TOTAL COLLECTED</b>		
<b>BY TAX COLLECTOR</b>	\$	<b>337,802.39</b>
<b>Amount Outstanding (B)</b>		Outstanding Balance Report
SEWER	\$	-
Sewer penalty to be billed in 1st Quarter	\$	1,975.49
WATER	\$	-
Water penalty to be billed in 1st Quarter	\$	4,719.85
<b>TOTAL OUTSTANDING</b>	\$	<b>6,695.34</b>
MINUS PENALTIES ON CURRENT BILLS (TO BE INCLUDED IN 1ST QUARTER BILLING)	\$	6,695.34
<b>OVER/UNDER PAYMENTS (C)</b>	\$	-
<b>A + B + C = WARRANT/ADJUSTED</b>	\$	<b>337,802.39</b>
	\$	-

ACCOUNT / FLEXIBILL	DATE	WATER	WATER	WATER	TOTAL	BALANCE	BREAKDOWN OF BALANCE DUE
	PAID	CURRENT	PAST DUE	PENALTIES	PAID	DUE	
<b>PERIOD: Q4 2021 WATER</b>							
<b>DATE DUE: 3-28-2022</b>							
GE GLOBAL-7763	4/12/22	\$35,172.52	\$28,488.71	\$1,406.90	\$63,661.23	\$1,406.90	WA penalty to be billed in Q1 2022
GE GLOBAL-7764	4/12/22	\$47,144.81	\$89,843.09	\$1,885.79	\$136,987.90	\$1,885.79	WA penalty to be billed in Q1 2022
GE GLOBAL-7765	4/12/22	\$34,678.94		\$1,387.16	\$34,678.94	\$1,387.16	WA penalty to be billed in Q1 2022
GE GLOBAL-7766	4/12/22	\$30.00	\$1.20	\$1.20	\$31.20	\$1.20	WA penalty to be billed in Q1 2022
GE GLOBAL-8243	4/12/22	\$164.64		\$6.59	\$164.64	\$6.59	WA penalty to be billed in Q1 2022
GE GLOBAL-8244	4/12/22	\$625.09		\$25.00	\$625.09	\$25.00	WA penalty to be billed in Q1 2022
<b>TOTAL</b>		<b>\$117,816.00</b>	<b>\$118,333.00</b>	<b>\$4,712.64</b>	<b>\$236,149.00</b>	<b>\$4,712.64</b>	
KAPL - 7767	3/28/022	\$9,875.85			\$9,875.85	\$0.00	
KAPL - 8141	3/28/022	\$26,026.86			\$26,026.86	\$0.00	
<b>TOTAL</b>		<b>\$35,902.71</b>			<b>\$35,902.71</b>	<b>\$0.00</b>	
GE COMPUTER-7760	3/28/022	\$30.00			\$30.00	\$0.00	
GE TRAINING-7761	3/28/022	\$30.00			\$30.00	\$0.00	
GE TRAINING-8140	3/28/022	\$97.79			\$97.79	\$0.00	
<b>TOTAL</b>		<b>\$157.79</b>			<b>\$157.79</b>	<b>\$0.00</b>	
NCS D - 7800	3/28/022	\$428.56			\$428.56	\$0.00	
NCS D-8142	3/28/022	\$30.00			\$30.00	\$0.00	
<b>TOTAL</b>		<b>\$458.56</b>		<b>\$0.00</b>	<b>\$458.56</b>	<b>\$0.00</b>	
ARMY-7987	4/1/22	\$30.00		\$1.20	\$30.00	\$1.20	WA penalty to be billed in Q1 2022
ARMY-7988	4/1/22	\$90.36		\$3.61	\$90.36	\$3.61	WA penalty to be billed in Q1 2022
ARMY-8143	4/1/22	\$30.00		\$1.20	\$30.00	\$1.20	WA penalty to be billed in Q1 2022
ARMY-8144	4/1/22	\$30.00		\$1.20	\$30.00	\$1.20	WA penalty to be billed in Q1 2022
<b>TOTAL</b>		<b>\$180.36</b>	<b>\$0.00</b>	<b>\$7.21</b>	<b>\$180.36</b>	<b>\$7.21</b>	WA penalty to be billed in Q1 2022
<b>TOTAL WATER PAYMENTS / OUTSTANDING</b>		<b>\$154,515.42</b>	<b>\$118,333.00</b>	<b>\$4,719.85</b>	<b>\$272,848.42</b>	<b>\$4,719.85</b>	

ACCOUNT / FLEXIBILL	DATE	STSC	STSC	STSC	STSC	BALANCE	BREAKDOWN OF BALANCE DUE
	PAID	CURRENT	PAST DUE	PENALTIES	PAID	DUE	
<b>PERIOD: Q4 2021 STSC</b>							
<b>DATE DUE: 3-28-2022</b>							
GE GLOBAL-8153	4/12/22	\$49,387.30		\$1,975.49	\$49,387.30	\$1,975.49	STSC penalty to be billed in Q1 2022
<b>TOTAL</b>		<b>\$49,387.30</b>	<b>\$0.00</b>	<b>\$1,975.49</b>	<b>\$49,387.30</b>	<b>\$1,975.49</b>	
KAPL - 8154	3/28/022	\$15,302.07			\$15,302.07	\$0.00	
<b>TOTAL</b>		<b>\$15,302.07</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$15,302.07</b>	<b>\$0.00</b>	
GE COMPUTER-7760	3/28/022	\$88.20			\$88.20	\$0.00	
GE TRAINING-7761	3/28/022	\$88.20			\$88.20	\$0.00	
GE TRAINING-8140	3/28/022	\$88.20			\$88.20	\$0.00	
<b>TOTAL</b>		<b>\$264.60</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$264.60</b>	<b>\$0.00</b>	
<b>TOTAL SEWER PAYMENTS / OUTSTANDING</b>		<b>\$64,953.97</b>	<b>\$0.00</b>	<b>\$1,975.49</b>	<b>\$64,953.97</b>	<b>\$1,975.49</b>	

<b>GRAND TOTAL PAYMENTS / OUTSTANDING</b>		<b>\$219,469.39</b>	<b>\$118,333.00</b>	<b>\$6,695.34</b>	<b>\$337,802.39</b>	<b>\$6,695.34</b>	
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**Resolution No. 2022 - 118**

**A RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER INTO AND EXECUTE AN AFFILIATE AGREEMENT REGARDING THE UNITE US PLATFORM**

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

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

WHEREAS, Healthy Alliance IPA, LLC is an independent practice association approved by the State of New York to arrange for the provision of health and health related services; and

WHEREAS, Health Alliance IPA, LLC has recently contracted with Unite Us to issue unlimited web-based licenses for the Unite Us Referral Technology Service Software (the “Service Software”) throughout New York State; and

WHEREAS, Health Alliance IPA, LLC has established a Network which utilizes the Service Software, which includes social service organizations primarily providing non-clinical services, and primary and specialty care medical care providers, behavioral health providers, pharmacies, federally qualified health centers, health systems, hospitals, schools, and government agencies to address social, behavioral and medical needs while also capturing and analyzing referral data; and

WHEREAS, Health Alliance IPA, LLC has agreed to request UniteUs to provide the Town of Niskayuna with a license for the Service Software and to also address the Town’s on-going use of the Service Software to allow the Town of Niskayuna to provide this service to its residents; and

WHEREAS, the service is available free of charge; and

WHEREAS, the Community Programs Committee concurs with this recommendation.

NOW THEREFORE, be it

RESOLVED, that this Town Board does hereby authorize the Supervisor to enter into and execute an affiliate agreement with Healthy Alliance IPA, LLC, with a business address 403 Fulton Street, 2<sup>nd</sup> Floor, Troy, New York 12180, to provide a license to the Town of Niskayuna to utilize the Unite Us platform and to provide software support, a copy of said agreement being attached hereto and made a part hereof.

## HEALTHY ALLIANCE IPA AFFILIATE AGREEMENT

This Affiliate Agreement (this “**Agreement**”) is made as of \_\_\_\_\_ (“Effective Date”) by and between Healthy Alliance IPA, LLC (“**IPA**”) and \_\_\_\_\_ (“**Affiliate**”), collectively the (“**Parties**”) herein.

### Recitals

**WHEREAS**, IPA is an independent practice association approved by the State of New York to arrange for the provision of health and health related services; and

**WHEREAS**, IPA has recently contracted with Unite Us to issue unlimited web-based licenses for the Unite Us Referral Technology Service Software (the “**Service Software**”) throughout New York State; and

**WHEREAS**, IPA has established a Network which utilizes the Service Software, which includes social service organizations primarily providing non-clinical services (“**Service Providers**”), and primary and specialty care medical care providers, behavioral health providers, pharmacies, federally qualified health centers, health systems, hospitals, schools, and government agencies (“**Referral Sources**”), to address social, behavioral and medical needs while also capturing and analyzing referral data; and

**WHEREAS**, IPA has established standards for Social Determinant of Health (“**SDoH**”) screenings and referrals across the Network (“**Network Standards**”); and

**WHEREAS**, IPA seeks to promote the Network, and engage Affiliate to make and receive referrals in accordance with Network Standards to improve health and lower the total cost of care for vulnerable individuals through a focus on SDoH.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

#### **1. Purpose**

- a. This Agreement (“**Agreement**”) sets forth the terms and conditions upon which IPA will request UniteUs to provide Affiliate with a license for the Service Software and also address Affiliate’s on-going use of the Service Software to promote referrals for Affiliate’s clients.

#### **2. IPA**

- a. **Licenses:** IPA, pursuant to its agreement with Unite Us, agrees to pay for the Software Services license(s) to be issued to Affiliate to allow the Affiliate’s employees to make and receive referrals on the referral platform.
- b. **Additional Services:** IPA shall also provide Affiliate with professional network management services to support the overall adoption and optimization of the

Network and Service Software by its employees, including IPA Coordination Center support and the provision of training and post training activities including performance reports, network analysis, and coaching activities in support of Network Standards.

### 3. Affiliate

- a. **Screenings and Referrals:** Affiliate agrees to work with the IPA Coordination Center to ensure Affiliate is following Network Standards for social determinant of health screenings and referrals.

### 4. Relationship of the Parties.

- a. **Independent Contractors:** IPA and Affiliate are independent contractors and separate legal entities, which are not responsible for the acts of omissions of the other. None of the provisions of this Agreement are intended to create, and none shall be deemed or construed to create any relationship between IPA and Affiliate other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of the Agreement. Neither the parties hereto nor any of their respective employees shall be construed under this Agreement to be the partner, joint venturer, agent, employer or representative of the other.

### 5. Term and Termination.

- a. **Term.** The term of this Agreement shall commence on the Effective Date and continue until either Party provides written notice of its intent to terminate Agreement.
- b. **Termination.** Either Party may terminate this Agreement at any time for any reason and without cause upon sixty (60) days' prior written notice to the other Party.

### 6. Fees.

- a. There are no fees or payments exchanged between the Parties as part of this Agreement.

### 7. Miscellaneous:

- a. **Indemnification.** Each party shall indemnify and hold the other party and its officers, agents, employees, and affiliates harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities including attorney fees arising out of any act or omission of such party pursuant to this Agreement.
- b. **Notices.** Notices required or permitted by this Agreement shall be in writing and shall be given and deemed delivered: upon delivery if given by personal delivery; the next day if given by overnight courier or upon receipt if given by registered or certified mail, return receipt requested. For purposes of notices under this



Agreement, the parties' addresses are set forth on the signature page of this Agreement subject to change by prior notice by a party to the other.

c. **Confidentiality.** Each party agrees to hold in confidence and not to disclose to others, without the other party's prior written consent, any information which such party deems confidential or proprietary and is designated as such when communicated to the other party, unless such disclosure is required by law or is otherwise in the public domain.

d. **Assignment.** Neither Party may assign this Agreement without the express prior written consent of the other Party and any attempted assignment without such consent and approval shall be void. An assignment of this Agreement shall not relieve the assignor of its obligations hereunder.

e. **Amendment.** This Agreement may be amended only by written instrument executed by both parties.

f. **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed under the laws of the State of New York. Venue for any litigation or court proceeding, involving the subject matter of this Agreement, shall be in New York.

## 8. Entire Agreement

- a. This Agreement sets forth the entire agreement of the parties with respect to its subject matter and supersedes all prior or contemporaneous agreements with respect to such subject matter in effect as between the Parties.

*[signature page follows]*

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of dateset forth at the beginning of the Agreement.

**HEALTHY ALLIANCE IPA, LLC**

By: \_\_\_\_\_

Name: Erica Coletti\_\_\_\_\_

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

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

**AFFILIATE**

By: \_\_\_\_\_

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

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

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



**Resolution No. 2022 – 119**

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

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

WHEREAS, the Town Comptroller has recommended payment to Tyler Technologies, Inc. for software licenses and support services for the period May 1, 2022 through April 31, 2023; and

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

NOW, THEREFORE, be it

RESOLVED, that this Town Board does hereby authorize payment to Tyler Technologies, Inc., P.O. Box 203556, Dallas, Texas 75320, for annual Munis software licenses and support services, in an amount not to exceed \$25,805.23, a copy of the invoice is attached hereto and made a part hereof.



**Remittance:**  
 Tyler Technologies, Inc  
 (FEIN 75-2303920)  
 P.O. Box 203556  
 Dallas, TX 75320-3556

# Invoice

Invoice No	Date	Page
045-371493	04/01/2022	2 of 2

**Questions:**  
 Tyler Technologies- ERP & Schools  
 Phone: 1-800-772-2260 Press 2, then 1  
 Email: ar@tylertech.com

Bill To: TOWN OF NISKAYUNA  
 ATTN: JANET WYNNE  
 ONE NISKAYNA CIRCLE  
 NISKAYUNA, NY 12309

Ship To: TOWN OF NISKAYUNA  
 ATTN: JANET WYNNE  
 ONE NISKAYNA CIRCLE  
 NISKAYUNA, NY 12309

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
4856 - MAIN - MAIN	169886		USD	NET30	05/01/2022

Date	Description	Units	Rate	Extended Price
------	-------------	-------	------	----------------



## Announcement

### Subject: Tyler Product Name Updates

As one of our valued clients, we are excited to share with you that many of our products are getting new, simplified names. These updated names will be functional in nature, making it easier to understand what our products *do*.

We want to assure you there will be **no change in product functionality or the support and services currently received**; we are simply changing the names of our products. In **February 2022**, you will begin seeing new names used in various documentation and materials, including client support tools, business invoices, tylertech.com, within software applications, etc.

This announcement is to simply make you aware of these changes; no further action is needed on your part. Should you have further questions, please visit our FAQ page at [tylertech.com/FAQ](http://tylertech.com/FAQ).

A061680-4402 60% \$15,483.14

S018110-4400 6% 1,548.31

S068110-4400 14% 3,612.73

W018310-4400 20% 5,161.05

V-4464

finance 4-12-22

**\*\*ATTENTION\*\***

Order your checks and forms from  
 Tyler Business Forms at 877-749-2090 or  
[tylerbusinessforms.com](http://tylerbusinessforms.com) to guarantee  
 100% compliance with your software.

Subtotal	25,805.23
Sales Tax	0.00
Invoice Total	25,805.23



**Remittance:**  
 Tyler Technologies, Inc  
 (FEIN 75-2303920)  
 P.O. Box 203556  
 Dallas, TX 75320-3556

# Invoice

<b>Invoice No</b>	<b>Date</b>	<b>Page</b>
045-371493	04/01/2022	1 of 2

**Questions:**  
 Tyler Technologies- ERP & Schools  
 Phone: 1-800-772-2260 Press 2, then 1  
 Email: ar@tylertech.com



Bill To: TOWN OF NISKAYUNA  
 ATTN: JANET WYNNE  
 ONE NISKAYNA CIRCLE  
 NISKAYUNA, NY 12309

Ship To: TOWN OF NISKAYUNA  
 ATTN: JANET WYNNE  
 ONE NISKAYNA CIRCLE  
 NISKAYUNA, NY 12309

<b>Cust No.-BillTo-ShipTo</b>	<b>Ord No</b>	<b>PO Number</b>	<b>Currency</b>	<b>Terms</b>	<b>Due Date</b>
4856 - MAIN - MAIN	169886		USD	NET30	05/01/2022

Date	Description	Units	Rate	Extended Price
Contract No.: NISKAYUNA, NY				
	SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP Maintenance: Start: 01/May/2022, End: 30/Apr/2023	1	4,518.01	4,518.01
	SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE Maintenance: Start: 01/May/2022, End: 30/Apr/2023	1	1,512.32	1,512.32
	SUPPORT & UPDATE LICENSING - HUMAN RESOURCES MANAGEMENT Maintenance: Start: 01/May/2022, End: 30/Apr/2023	1	3,024.59	3,024.59
	SUPPORT & UPDATE LICENSING - CRYSTAL REPORTS Maintenance: Start: 01/May/2022, End: 30/Apr/2023	1	2,102.50	2,102.50
	SUPPORT & UPDATE LICENSING - PAYROLL Maintenance: Start: 01/May/2022, End: 30/Apr/2023	1	4,557.61	4,557.61
	SUPPORT & UPDATE LICENSING - MUNIS OFFICE Maintenance: Start: 01/May/2022, End: 30/Apr/2023	1	1,080.48	1,080.48
	SUPPORT & UPDATE LICENSING - PURCHASE ORDERS Maintenance: Start: 01/May/2022, End: 30/Apr/2023	1	1,729.15	1,729.15
	SUPPORT & UPDATE LICENSING - TYLER FORMS PROCESSING Maintenance: Start: 01/May/2022, End: 30/Apr/2023	1	3,273.50	3,273.50
	GUI SUPPORT Maintenance: Start: 01/May/2022, End: 30/Apr/2023	15	60.00	900.00
	Support & Update Licensing - Time & Attendance Maintenance Maintenance: Start: 01/May/2022, End: 30/Apr/2023	1	3,107.07	3,107.07



**Resolution No. 2022 - 120**

**A RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER INTO A RENEWAL AGREEMENT FOR INSURANCE COVERAGE FOR THE TOWN**

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

WHEREAS, the Town has contracted with Marshall & Sterling since at least 2007 to provide the Town with insurance coverage, and

WHEREAS, the Town Comptroller advises that it is necessary at this time to enter into a renewal agreement with Marshall & Sterling for insurance coverage for the Town,

NOW THEREFORE, be it hereby

RESOLVED, that this Town Board does hereby authorize the Supervisor to enter into a renewal Agreement with Trident/Argonaut through Marshall & Sterling Insurance, 300 Route 23B, Leeds, NY 12451 to provide all of the Town's necessary insurance coverages at a cost not to exceed \$241,193.35.

# *Excellence in Insurance Protection*



**Marshall  
& Sterling**  
INSURANCE

## *Our People Are Your Best Insurance*

*Presented By:*

*Ken W. Grey, CIC, CRM, MBA*

*Email: [kgrey@marshallsterling.com](mailto:kgrey@marshallsterling.com)*

*300 Route 23B*

*Leeds, NY 12451*

*Phone: (518)943-3900*

*Fax: (518)943-7440*

*Proposal Date: April 14, 2022*

[www.marshallsterling.com/upstate](http://www.marshallsterling.com/upstate)

*The abbreviated outline of insurance coverage contained in this proposal is not intended to express any legal opinion as to the nature of coverage. The abbreviated summary of insurance coverage set forth in this proposal is subject to all of the terms, conditions, exclusions and limitations of the policy(ies) in current use by the insurance company(ies) listed for the summarized coverage. In order to fully understand the terms, conditions, exclusions and limitations of the insurance policy(ies) referred to in this proposal, you should request and review a specimen copy of the policy(ies).*

Marshall & Sterling, Inc. is a full service, employee-owned insurance and risk management agency. As one of the largest privately held independent agencies in the nation, Marshall & Sterling, Inc. provides a wealth of insurance, risk management, group benefits and financial services to our valued clients.

- Founded in 1864
- Agency bears the names of the founder and an early partner, “John H. Marshall & Graham L. Sterling”
- Licensed in all states and the U.S. Virgin Islands
- An employee-owned company since 1977
- Total written premiums in excess of \$700 million
- 440 insurance specialists working throughout New York, California, Florida, Michigan, Virginia and the U.S. Virgin Islands
- Nationally recognized for outstanding service and best practices
- Recipient of “Best Agency to Work For” by the Insurance Journal
- Awarded “Elite Agency” status by Business Insurance magazine
- 32nd Largest Independent Insurance Agency in the United States\*
- Representing over 200 carriers and Lloyds of London syndicates
- Insuring client operations both domestically and throughout the world

\* Source: 2018 Insurance Journal

A WORD FROM OUR CHAIRMAN

The key to Marshall & Sterling’s dramatic success, especially during the past quarter century, is our staff. Our associates’ credentials exceed industry expectations, and we encourage people to attain the industry’s respected designations of CIC, CPCU, CISR, and others. We even subsidize their course work.

We also encourage bright, competent men and women to build their careers with us by offering competitive compensation, a pleasant work environment, and an employee stock ownership plan that gives every associate a stake in the success of our company.

This pride in our work is your assurance that every proposal from Marshall & Sterling is put together by a team of creative, experienced insurance professionals whose goal is to protect your business, personal assets and well-being in the most efficient and cost-effective way possible. Now, as from our founding in 1864, we base every decision on what is best for our clients. Marshall & Sterling is just the right size to do this: big enough to carry weight with international and national insurers, yet small enough to be responsive to each and every client. Plus, our size and stability give us the security to look out for your interests at all times, because in the long run, that’s what’s best for our business too.

*John P. O’Shea*  
Chairman of the Board



**Kenneth W. Grey, CIC, CRM, MBA**

Senior Vice President

Phone: (518)943-3900 x1017

Email: [kgrey@marshallsterling.com](mailto:kgrey@marshallsterling.com)

**Mary Lou Weil, ACSR**

Commercial Client Manager

Phone: (518)587-1342 x1063

Email: [mweil@marshallsterling.com](mailto:mweil@marshallsterling.com)

**Karen Lockrow, CPIA, CISR  
Claims Service Representative**

Phone: (518)943-3900 x1043

Email: [klockrow@marshallsterling.com](mailto:klockrow@marshallsterling.com)

**Named Insured: Town of Niskayuna**

Proposed Coverage Date: 5/7/2022

Policy Type	Expiring Carrier Name/ A.M. Best Rating	Admit in NY	Expiring Premium	Proposed Carrier Name/ A.M. Best Rating	Admit In NY	Proposed Premium
Property Equipment Breakdown Inland Marine and NYFF	Trident / Argonaut Group / A	Y	\$35,112.24	Trident / Argonaut Group / A	Y	\$36,994.35
Crime	Trident/Argonaut Group/ A	Y	\$3,343.00	Trident/Argonaut Group/ A	Y	\$3,343.00
General Liability Incl Employee Benefits Liability	Trident / Argonaut Group / A	Y	\$42,133.00	Trident / Argonaut Group / A	Y	\$43,879.00
Business Auto Incl NYS DMV Fee	Trident / Argonaut Group / A	Y	\$76,111.00	Trident / Argonaut Group / A	Y	\$78,364.00
Public Entity	Trident / Argonaut Group / A	Y	\$14,043.00	Trident / Argonaut Group / A	Y	\$14,783.00
Law Enforcement	Trident / Argonaut Group / A		\$26,412.00	Trident / Argonaut Group / A		\$25,469.00
Excess Liability	Trident / Argonaut Group / A		\$37,831.00	Trident / Argonaut Group / A		\$38,360.00
<b>Total Premium</b>			<b>\$234,985.24</b>			<b>\$241,193.35</b>

**Subject To:** \*Acceptance of this coverage is subject to binding requirements on Page #9  
Blanket Building & Contents Limit for 2022 (23) is \$32,653,721 per the Statement of Values  
Auto - # of units for 2022 (23) is 157 units vs expiring # of units for 2021 (22) which were 154 units. This increases the Physical Damage Valuation by \$307,672.

\*\*Higher limits of liability may be available to you. If you would like a quotation for higher limits, please let us know.  
\*\*Coverages described on the Coverage Options Available page may be available for an additional premium after completing additional applications.

**Proposal accepted as presented:**

\_\_\_\_\_  
**Authorized Signature Date**

\*\*\*\*\*

**Proposal accepted as amended per changes noted on pages:**

\_\_\_\_\_  
**Authorized Signature Date**

## Location Schedule

Loc #	Bldg #	Address	City	State	Zip	Description
00001	00001	1 Niskayuna Circle	Niskayuna	NY	12309	Town Hall/Police Station
00001	00002	1 Niskayuna Circle	Niskayuna	NY	12309	Gazebo, lighting & flagpoles
00002	00003	1040 WTRY Road	Niskayuna	NY	12309	Garage & Offices
00002	00004	1040 WTRY Road	Niskayuna	NY	12309	Vehicle storage garage
00002	00005	1040 WTRY Road	Niskayuna	NY	12309	Salt Shed
00002	00006	1040 WTRY Road	Niskayuna	NY	12309	Equipment Shed with open front
00002	00007	1040 WTRY Road	Niskayuna	NY	12309	Misc. Improvements-Fence, fuel shelter/pumps & storage trailer
00002	00008	1040 WTRY Road	Niskayuna	NY	12309	Park Maintenance Building
00002	00009	1040 WTRY Road	Niskayuna	NY	12309	Highway Storage Building
00003	00010	1 River Road	Niskayuna	NY	12309	Service Garage & Equipment-Water Sewer garage
00003	00011	1 River Road	Niskayuna	NY	12309	Pump Station
00003	00012	1 River Road	Niskayuna	NY	12309	Blower Building
00004	00013	Jaffrey Street	Niskayuna	NY	12309	Water Storage Tank-400,000 gallons
00004	00014	Jaffrey Street	Niskayuna	NY	12309	Water Storage Tank-1,000,000 gallons
00004	00015	Jaffrey Street	Niskayuna	NY	12309	Water Storage Tank-1,000,000 gallons
00004	00016	Jaffrey Street	Niskayuna	NY	12309	Emergency Dispatch System
00004	00017	Jaffrey Street	Niskayuna	NY	12309	Emergency Dispatch System-Improvements & Betterments
00005	00018	2913 Whitmeyer Road	Niskayuna	NY	12309	WW Treatment Plant/Office Lab
00005	00019	2913 Whitmeyer Road	Niskayuna	NY	12309	Equipment/Mechanical Bldg.
00005	00020	2913 Whitmeyer Road	Niskayuna	NY	12309	Equipment Building
00005	00021	2913 Whitmeyer Road	Niskayuna	NY	12309	Tool Shed
00005	00022	2913 Whitmeyer Road	Niskayuna	NY	12309	Tool Shed
00005	00023	2913 Whitmeyer Road	Niskayuna	NY	12309	Digester Tank 1
00005	00024	2913 Whitmeyer Road	Niskayuna	NY	12309	Digester Building
00005	00025	2913 Whitmeyer Road	Niskayuna	NY	12309	Digester Tank 2
00005	00026	2913 Whitmeyer Road	Niskayuna	NY	12309	Bar Screen Building
00005	00027	2913 Whitmeyer Road	Niskayuna	NY	12309	Pole Barn-Sludge Processing
00005	00028	2913 Whitmeyer Road	Niskayuna	NY	12309	Misc. Improvements-Fence, Gate, Etc.
00005	00029	2913 Whitmeyer Road	Niskayuna	NY	12309	Misc. Improv-Primary Secondary
00005	00030	2913 Whitmeyer Road	Niskayuna	NY	12309	Misc. Improv-Aeration Tank Round

Loc #	Bldg #	Address	City	State	Zip	Description
00005	00031	2913 Whitmeyer Road	Niskayuna	NY	12309	Misc. Improvements-Clarifier Tanks
00006	00032	Lock #7 Road	Niskayuna	NY	12309	Control Building
00006	00033	Lock #7 Road	Niskayuna	NY	12309	Water Treatment Plant
00006	00034	Lock #7 Road	Niskayuna	NY	12309	WTP Well House 3
00006	00035	Lock #7 Road	Niskayuna	NY	12309	Water Treatment Filtration Plant
00006	00036	Lock #7 Road	Niskayuna	NY	12309	WTP Process Machinery/Equipment
00006	00037	Lock #7 Road	Niskayuna	NY	12309	WTP Well House 4
00006	00038	Lock #7 Road	Niskayuna	NY	12309	WTP Office Trailer
00007	00039	Corner Little Hill & Balltown	Niskayuna	NY	12309	Sewage Pump Station Little Hill
00008	00040	Fox Hill Road	Niskayuna	NY	12309	Pump Station
00008	00041	Fox Hill Road	Niskayuna	NY	12309	Pump Station-Improvements & Betterments
00009	00042	Becker Street	Niskayuna	NY	12309	Pump Station
00009	00043	Becker Street	Niskayuna	NY	12309	Pump Station-Fences
00009	00044	Becker Street	Niskayuna	NY	12309	Yard Improvements-Fence
00010	00045	Buckingham Dr (Avon Crest)	Niskayuna	NY	12309	Pump Station
00011	00046	1136 Balltown Road	Niskayuna	NY	12309	Pump Station-Water
00012	00047	Balltown Road	Niskayuna	NY	12309	Pumping Station
00013	00048	Imperial Drive	Niskayuna	NY	12309	Pumping Station
00014	00049	N/S Rodendale Road	Niskayuna	NY	12309	Historic Train Station
00014	00050	N/S Rodendale Road	Niskayuna	NY	12309	Historic Train Station-Fences
00015	00051	Balltown Road & Consaul Road	Niskayuna	NY	12309	Pump Station
00016	00052	Rose Terrace	Niskayuna	NY	12309	Pump Station-Lisha Kill Rd
00016	00053	Rose Terrace	Niskayuna	NY	12309	Pump Station-Lisha Kill Rd-Fences
00017	00054	Adam Drive/Vance Drive	Niskayuna	NY	12309	Pump Station-Valerie Drive
00017	00055	Adam Drive/Vance Drive	Niskayuna	NY	12309	Pump Station-Valerie Dr-Fences
00018	00056	1335 Balltown Road	Niskayuna	NY	12309	Water Pump Station
00019	00057	W/S River Road	Niskayuna	NY	12309	Picnic Pavilion/Restrooms
00019	00058	W/S River Road	Niskayuna	NY	12309	Picnic Pavilion/Restrooms Building-Improvements & Betterments
00020	00059	W/S Westemoreland Dr (Avon Dr)	Niskayuna	NY	12309	Picnic Pavilion/Restrooms

Loc #	Bldg #	Address	City	State	Zip	Description
00020	00060	W/S Westemoreland Dr (Avon Dr)	Niskayuna	NY	12309	Picnic Pavilion/Restroom- Improvements & Betterments
00021	00061	2282 Aqueduct Road	Niskayuna	NY	12309	Senior Recreation Center
00021	00062	2282 Aqueduct Road	Niskayuna	NY	12309	Picnic Pavilion
00021	00063	2282 Aqueduct Road	Niskayuna	NY	12309	Maintenance Building
00021	00064	2282 Aqueduct Road	Niskayuna	NY	12309	Sewer Pump Station
00021	00065	2282 Aqueduct Road	Niskayuna	NY	12309	1 Story Bath House/2 Outdoor Pools
00021	00066	2282 Aqueduct Road	Niskayuna	NY	12309	Misc. Improvements-Pool Fence, Equipment
00022	00067	Zenner Rd off Balltown Rd	Niskayuna	NY	12309	Soccer Fields-Picnic Pavilion
00022	00068	Zenner Rd off Balltown Rd	Niskayuna	NY	12309	Soccer Fields-Recreation Building
00022	00069	Zenner Rd off Balltown Rd	Niskayuna	NY	12309	Soccer Fields-Improvements & Betterments
00023	00070	Rear 2555 River Road	Niskayuna	NY	12309	Driving Range Attendants Booth
00023	00071	Rear 2555 River Road	Niskayuna	NY	12309	Gazebo, Lighting, Flagpole
00023	00072	Rear 2555 River Road	Niskayuna	NY	12309	Fuel Station
00023	00073	Rear 2555 River Road	Niskayuna	NY	12309	Transfer Station Attendants Office
00023	00074	Rear 2555 River Road	Niskayuna	NY	12309	Transfer Station Storage Garage
00023	00075	Rear 2555 River Road	Niskayuna	NY	12309	Misc. Improvements-Shelter, Fence, Etc.
00023	00076	Rear 2555 River Road	Niskayuna	NY	12309	Little League Park Concession
00023	00077	Rear 2555 River Road	Niskayuna	NY	12309	Misc. Improvements-Tool Shed, Fence, Dugout
00024	00078	Floral Acres	Niskayuna	NY	12309	Sewer Pump Station
00024	00079	Floral Acres	Niskayuna	NY	12309	Sewer Pump Station-Fences
00025	00080	Avon Crest North of Rte 7	Niskayuna	NY	12309	Sewer Pump Station
00025	00081	Avon Crest North of Rte 7	Niskayuna	NY	12309	Sewer Pump Station- Improvements & Betterments
00026	00082	Hexam Drive West	Niskayuna	NY	12309	Sewer Pump Station
00027	00083	Deana Cour @ Katerina Estates	Niskayuna	NY	12309	Equipment Shed with Sewer Pump Station
00027	00084	Deana Cour @ Katerina Estates	Niskayuna	NY	12309	Equipment Shed with Sewer Pump Station-Improvements & Betterments
00028	00085	2545 River Road	Niskayuna	NY	12309	Blatnik Park Picnic Pavilion
00028	00086	2545 River Road	Niskayuna	NY	12309	Blatnik Park Misc Improvements, Fountain

Loc #	Bldg #	Address	City	State	Zip	Description
00028	00087	2545 River Road	Niskayuna	NY	12309	Blatnik Park Restroom
00028	00088	2545 River Road	Niskayuna	NY	12309	Blatnik Park Misc. Improvements Tennis Courts
00028	00089	2545 River Road	Niskayuna	NY	12309	Blatnik Park Babe Ruth Field Concession
00028	00090	2545 River Road	Niskayuna	NY	12309	Blatnik Park-Fence, Dugouts, Scoreboard
00028	00091	2545 River Road	Niskayuna	NY	12309	Blatnik Park Little League Press Box
00028	00092	2545 River Road	Niskayuna	NY	12309	Blatnik Park-Fence, Dugouts, Scoreboard
00028	00093	2545 River Road	Niskayuna	NY	12309	Splash Pad
00029	00094	2555 River Road	Niskayuna	NY	12309	Skateboard Park Administration Building
00029	00095	2555 River Road	Niskayuna	NY	12309	Skateboard Park Administration Building-Improvements & Betterments
00030	00096	1034 WTRY Road	Niskayuna	NY	12309	Garage
00030	00097	1034 WTRY Road	Niskayuna	NY	12309	Water & Sewer Maintenance Facility
00031	00098	1034 WTRY Road	Niskayuna	NY	12309	Fuel Station with Canopy
00032	00099	2135 River Road	Niskayuna	NY	12309	Fire District 1

**COMMERCIAL PROPERTY SUMMARY**

**Standard Coverage Limit:**

Building	\$29,785,033	
Contents	\$ 2,868,688	
<b>TOTAL INSURED VALUES</b>	<b>\$32,653,721</b>	(See Statement of Values)

Loss Limit	No
Blanket Limit	Applies
Cause of Loss Form	Special
Co-insurance	Agreed Amount
Deductible	\$2,500
Valuation	Replacement Cost
Inflation Guard	4%

<b><u>Other Perils</u></b>	<b><u>Total Insured Values</u></b>	<b><u>Deductible</u></b>
Equipment Breakdown	\$32,653,721	\$2,500
Earthquake	\$2,000,000	\$50,000
Flood	\$2,000,000	\$50,000

**Equipment Breakdown**

<b><u>Description</u></b>	<b><u>Limit</u></b>
Limit	\$32,653,721
Business Income & Extra Expense Per CP-360 unless otherwise specified	
Expediting Expenses	\$100,000
Hazardous Substances	\$100,000
CFC Refrigerants	Included
Data Restoration	\$100,000
Boiler Inspection	Included
Computer Equipment	\$100,000
Deductible	\$2,500

**COMMERCIAL INLAND MARINE SUMMARY**

<b><u>Standard Coverage</u></b>	<b><u>Limit</u></b>	<b><u>Deductible</u></b>
Hired, Leased, Borrowed Equipment	\$250,000	\$1,000
Miscellaneous Scheduled	\$2,216,380	\$1,000
Misc Unscheduled	\$400,000	\$1,000
Subject to maximum amount of: \$10,000 per item		

## COMMERCIAL CRIME

<u>Standard Coverage</u>	<u>Limit</u>	<u>Deductible</u>
Computer Fraud	\$250,000	\$2,500
Forgery and Alteration	\$250,000	\$2,500
Public Employees Dishonesty	\$250,000	\$2,500
Public Employees-Faithful Performance	\$250,000	\$2,500
Theft, Disappearance, and Destruction Inside Limit	\$40,000	\$2,500
Theft, Disappearance, and Destruction Outside Limit	\$40,000	\$2,500



**General Liability**

**Occurrence Form**

<b><u>Standard Coverage</u></b>	<b><u>Limit</u></b>
Bodily Injury/Property Damage	\$1,000,000
Personal Injury/Advertising Injury	\$1,000,000
Damages to premises rented to you	\$100,000
Employee Benefits (\$1,000 deductible applies)	\$1,000,000
General Aggregate	\$3,000,000
Products/Completed Operations Aggregate	\$3,000,000
Deductible (Expenses not included within retention)	None

**Miscellaneous:**

<b><u>Description</u></b>	<b><u>Limit</u></b>	<b><u>Deductible</u></b>
Sublimit - Failure to Supply	\$1,000,000	None
Cemetery Professional Liability		
Endorsement	Included	None
Limited Pollution Liability Coverage	Included	None
Sexual Abuse or Molestation Liability Sublimit	\$1,000,000	None
Coverage For Unmanned Aircraft under 55 pounds	\$25,000	None

<b><u>General Liability</u></b>	<b><u>Limit</u></b>	<b><u>Deductible</u></b>
Day Care, Day Camp, Nursery or similar facility	Included	None
Firework Display or Exhibition	Included	None
Golf Course	Included	None
Public Water Utility	Included	None
Sewer System	Included	None

**General Liability Features and Benefits**

- "Pay On Behalf" Form
- Additional Insureds by Written Agreement, Contract or Permit
- Chartered Aircraft Liability
- Contractual Liability
- Defense Costs in Addition to Limit of Liability
- Extended Property Damage
- Host Liquor Liability
- Non Auditable Policy
- Premises / Operations
- Products / Completed Operations
- Special Events (subject to company approval)
- Supplementary Payments - Bail Bonds
- Supplementary Payments - Daily Loss of Earnings
- Watercraft Liability
- Broadened Definition of Who Is Insured

**PUBLIC OFFICIALS' LIABILITY**

Claims Made Form

<b><u>Standard Coverage</u></b>	<b><u>Limit</u></b>
Per Wrongful Act	\$1,000,000
Annual Aggregate	\$1,000,000
Per Employment Related Wrongful Act	\$1,000,000
Employment Related Wrongful Act Aggregate	\$1,000,000
Deductible	\$10,000 Each Wrongful Act
Prior Acts/Retroactive Date	05/07/2002

**Miscellaneous:**

<b><u>Description</u></b>	<b><u>Limit</u></b>	<b><u>Deductible</u></b>
Non-Monetary Defense Limit	10,000/50,000	

<b><u>Public Officials</u></b>	<b><u>Limit</u></b>	<b><u>Deductible</u></b>
Day Care, Day Camp, Nursery or similar facility	Included	\$10,000
Firework Display or Exhibition	Included	\$10,000
Golf Course	Included	\$10,000
Public Water Utility	Included	\$10,000
Sewer System	Included	\$10,000

**Public Officials' Liability Features and Benefits**

- Description**  
 "Pay On Behalf" Form  
 Broad Form Named Insured  
 Civil Rights Violations  
 Licensing & Permitting Coverage  
 Non Auditable Policy  
 Zoning Coverage

**LAW ENFORCEMENT LIABILITY**

Occurrence Form

<b><u>Standard Coverage</u></b>	<b><u>Limit</u></b>
Per Wrongful Act	\$1,000,000
Annual Aggregate	\$1,000,000
Deductible	\$10,000 <i>Each Wrongful Act</i>

**Law Enforcement Liability Features and Benefits**

**Description**

- "Pay On Behalf" Form
- Broad Form Named Insured
- Canine and Equine Exposures
- Civil Rights Violations
- False Arrest/Wrongful Imprisonment
- False or Improper Service or Process
- Non Auditable Policy
- Property Damage

**COMMERCIAL AUTOMOBILE LIABILITY**

<b>Standard Coverage</b>	<b>Limit</b>	<b>Symbol</b>
Liability Limit	1,000,000	1
Deductible None		
Personal Injury Protection	50,000	5
Uninsured Motorist	1,000,000	6
Underinsured Motorist	1,000,000	6
<b>Total Units 154</b>		

**Miscellaneous:**

<b>Description</b>	<b>Limit</b>	<b>Deductible</b>
Additional Personal Injury Protection (New York)	100,000	
New York Supplementary Uninsured-Underinsured Motorists Endorsement	Included	None
New York Mutual Aid Endorsement	1,000,000	
New York Optional Basic Economic Loss Coverage	25,000	
New York Mobile Equipment	Included	None
Hired and Non-Owned	Included	None
New York Snowmobiles	Included	None

**COMMERCIAL AUTOMOBILE PHYSICAL DAMAGE**

<b>Standard Coverage</b>	<b>OCN</b>	<b>Deductible</b>	<b>Units</b>	<b>Valuation</b>	<b>Symbol</b>
Comprehensive	\$4,927,331	\$1,000	125	ACV	10
Comprehensive	<u>\$1,633,291</u>	\$1,000	<u>11</u>	RC	10
<b>Total Comprehensive</b>	<b>\$6,560,622</b>		<b>136</b>		
Collision	\$4,927,331	\$1,000	125	ACV	10
Collision	\$1,633,291	\$1,000	11	RC	10
Collision	\$ 3,000	\$1,000	1	Stated Amt	10
<b>Total Collision</b>	<b>\$6,563,622</b>		<b>137</b>		

**Fleet Automatic:**

**The premium quoted is the final annual premium. Subject to the conditions described in item #2 below, this coverage will not be audited.**

**# 1 - Commercial Automobile Liability**

Coverage is automatically provided for Any Auto.

**# 2 - Commercial Automobile Physical Damage**

Coverage is provided on a "Fleet Automatic" basis. This means that any auto(s) the entity acquires during the term of the policy will be covered automatically, provided it is an additional new auto or replaces an auto the entity previously owned which had Physical Damage coverage. The entity must inform Trident that they desire Physical Damage coverage for these autos within 30 days after the entity acquires the auto(s). The entity must submit a request for coverage for any auto(s) which do not meet the conditions outlined above. Coverage for these autos will be added by endorsement.

**IMPORTANT NOTE: The Insured should continue to submit all change request to their agent and the agent should submit copies of all requests to Trident to insure accurate record keeping and claims verification.**

**COMMERCIAL EXCESS LIABILITY**

<b>Standard Coverage</b>	<b>Limit</b>
Each Occurrence, Offense, Accident, or Wrongful Act	\$10,000,000
Annual Aggregate	\$10,000,000

<b><u>Underlying Insurance</u></b>	
General Liability	\$1,000,000
Public Officials' Liability	\$1,000,000
Law Enforcement Liability	\$1,000,000
Commercial Automobile Liability	\$1,000,000

**TOTAL ANNUAL PREMIUM:        \$241,193.35**

**AGENCY BILL PAYMENT OPTION**

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**OPTION #1 – Payment in full \$241,193.35**

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**OPTION #2 – Semi-Annual – Two payments – first installment includes fees**

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50 % Down Payment = \$121,320.35 # of 1 Installments

Installment #2 Amount  
\$ 119,873.00

***Items needed to Bind:***

1.	Signed & dated Marshall & Sterling renewal proposal – Required to BIND
2.	Signed & dated 2022-2023 Statement of Values – Required to BIND
3.	Signed & dated Terrorism election form – Required to BIND
4.	

**As a client of Marshall & Sterling you are eligible for the following Loss Control Services:**

**Marshall & Sterling Online**

- Enrollment and ongoing support
- Introduction and Training

**General Loss Control Consultation for Compliance and Regulatory needs**

- Assistance with Carrier recommendations
- Consultation for OSHA, DOT and industry specific requirements
- New Regulatory or change notification
- Safety material review (safety manual, recordkeeping, training, etc.)



# Statement of Property Values 2022 (23)

## Town Of Niskayuna

Loc#	Bldg#	Aqg#	Occupancy	Address	City	State	Zip	Values		Total
								Building	Contents	
1	1		Town Hall/Police Station	1 Niskayuna Circle	Niskayuna	NY	12309	\$6,913,272	\$666,603	\$7,579,875
1	2		Gazebo, lighting & flagpoles	1 Niskayuna Circle	Niskayuna	NY	12309	\$96,361	\$0	\$96,361
2	1		Garage & Offices	1040 Wtry Road	Niskayuna	NY	12309	\$1,257,376	\$284,489	\$1,541,865
2	2		Vehicle storage garage	1040 Wtry Road	Niskayuna	NY	12309	\$475,041	\$6,519	\$481,560
2	3		Salt Shed	1040 Wtry Road	Niskayuna	NY	12309	\$384,890	\$3,260	\$388,150
2	4		Equipment Shed with open	1040 Wtry Road	Niskayuna	NY	12309	\$55,379	\$1,582	\$56,961
2	5		Misc. Improvements-Fence	1040 Wtry Road	Niskayuna	NY	12309	\$83,296	\$0	\$83,296
2	6		Park Maintenance Building	1040 Wtry Road	Niskayuna	NY	12309	\$304,135	\$0	\$304,135
2	7		Highway Storage Building	1040 Wtry Road	Niskayuna	NY	12309	\$476,217	\$0	\$476,217
3	1		Service Garage & Equipment	1 River Road	Niskayuna	NY	12309	\$723,446	\$162,982	\$886,428
3	2		Pump Station	1 River Road	Niskayuna	NY	12309	\$9,444	\$15,824	\$25,268
3	3		Blower Building	1 River Road	Niskayuna	NY	12309	\$48,061	\$47,471	\$95,532
4	1		Water Storage Tank	Jaffrey Street	Niskayuna	NY	12309	\$1,306,704	\$0	\$1,306,704
4	2		Water Storage Tank	Jaffrey Street	Niskayuna	NY	12309	\$602,369	\$0	\$602,369
4	3		Water Storage Tank	Jaffrey Street	Niskayuna	NY	12309	\$602,369	\$0	\$602,369
4	4		Emergency Dispatch System	Jaffrey Street	Niskayuna	NY	12309	\$7,055	\$0	\$7,055
4	5		Emergency Dispatch System	Jaffrey Street	Niskayuna	NY	12309	\$52,523	\$0	\$52,523
5	1		WW Treatment Plant/Office	2913 Whitmeyer Road	Niskayuna	NY	12309	\$150,664	\$3,260	\$153,924
5	2		Equipment/Mechanical Bldg	2913 Whitmeyer Road	Niskayuna	NY	12309	\$588,719	\$476,056	\$1,064,775
5	3		Equipment Building	2913 Whitmeyer Road	Niskayuna	NY	12309	\$31,501	\$3,260	\$34,761
5	4		Tool Shed	2913 Whitmeyer Road	Niskayuna	NY	12309	\$3,909	\$3,260	\$7,169
5	5		Tool Shed	2913 Whitmeyer Road	Niskayuna	NY	12309	\$24,707	\$3,260	\$27,967
5	6		Digester Tank 1	2913 Whitmeyer Road	Niskayuna	NY	12309	\$443,623	\$3,260	\$446,883
5	7		Digester Building	2913 Whitmeyer Road	Niskayuna	NY	12309	\$244,383	\$3,260	\$247,643
5	8		Digester Tank 2	2913 Whitmeyer Road	Niskayuna	NY	12309	\$368,462	\$3,260	\$371,722
5	9		Bar Screen Building	2913 Whitmeyer Road	Niskayuna	NY	12309	\$43,035	\$98,385	\$141,420
5	10		Pole Barn-Sludge Processing	2913 Whitmeyer Road	Niskayuna	NY	12309	\$114,475	\$244,476	\$358,951
5	11		Misc. Improvements-Fence	2913 Whitmeyer Road	Niskayuna	NY	12309	\$72,201	\$0	\$72,201
5	12		Misc Improv-Primary Second	2913 Whitmeyer Road	Niskayuna	NY	12309	\$543,016	\$0	\$543,016
5	13		Misc Improv-Aeration Tank	2913 Whitmeyer Road	Niskayuna	NY	12309	\$543,016	\$0	\$543,016
5	14		Misc Improvements-Clarifier	2913 Whitmeyer Road	Niskayuna	NY	12309	\$216,001	\$0	\$216,001
6	1		Control Building	Lock #7 Road	Niskayuna	NY	12309	\$334,318	\$124,273	\$458,591
6	2		Water Treatment Plant	Lock #7 Road	Niskayuna	NY	12309	\$40,396	\$8,149	\$48,545
6	3		WTP Well House 3	Lock #7 Road	Niskayuna	NY	12309	\$40,396	\$8,149	\$48,545
6	4		Water Treatment Filtration	Lock #7 Road	Niskayuna	NY	12309	\$551,849	\$185,962	\$737,811
6	5		WTP Process Machinery/Elect	Lock #7 Road	Niskayuna	NY	12309	\$948,591	\$0	\$948,591
6	6		WTP Well House 4	Lock #7 Road	Niskayuna	NY	12309	\$45,781	\$18,194	\$63,975
6	7		WTP Office Trailer	Lock #7 Road	Niskayuna	NY	12309	\$55,660	\$8,149	\$63,809
7	1		Sewage Pump Station Little	Corner Little Hill & Balltown	Niskayuna	NY	12309	\$202,507	\$20,188	\$222,695
8	1		Pump Station	Fox Hill Road	Niskayuna	NY	12309	\$212,868	\$20,188	\$233,056
8	2		Pump Station-Improvement	Fox Hill Road	Niskayuna	NY	12309	\$2,305	\$0	\$2,305
9	1		Pump Station	Becker Street	Niskayuna	NY	12309	\$219,780	\$44,524	\$264,304
9	2		Pump Station-Fences	Becker Street	Niskayuna	NY	12309	\$2,364	\$0	\$2,364
9	3		Yard Improvements-Fence	Becker Street	Niskayuna	NY	12309	\$11,023	\$0	\$11,023
10	1		Pump Station	Buckingham Drive (Avon C	Niskayuna	NY	12309	\$206,485	\$3,260	\$209,745
11	1		Pump Station-Water	1136 Balltown Road	Niskayuna	NY	12309	\$186,343	\$113,517	\$299,860
12	1		Pumping Station	Balltown Road	Niskayuna	NY	12309	\$203,427	\$203,030	\$406,457
13	1		Pumping Station	Imperial Drive	Niskayuna	NY	12309	\$165,321	\$3,260	\$168,581
14	1		Historic Train Station	N/S Rodendale Road	Niskayuna	NY	12309	\$102,439	\$3,260	\$105,699
14	2		Historic Train Station-Fence	N/S Rodendale Road	Niskayuna	NY	12309	\$9,907	\$0	\$9,907
15	1		Pump Station	Balltown Road & Consaul F	Niskayuna	NY	12309	\$139,551	\$3,260	\$142,811
16	1		Pump Station-Lisha Kill Rd	Rose Terrace	Niskayuna	NY	12309	\$141,042	\$3,260	\$144,302
16	2		Pump Station-Lisha Kill Rd	Rose Terrace	Niskayuna	NY	12309	\$1,538	\$0	\$1,538
17	1		Pump Station-Valerie Drive	Adam Drive	Niskayuna	NY	12309	\$107,856	\$3,260	\$111,116
17	2		Pump Station-Valerie Drive	Adam Drive	Niskayuna	NY	12309	\$1,538	\$0	\$1,538
18	1		Water Pump Station	1335 Balltown Road	Niskayuna	NY	12309	\$470,115	\$3,260	\$473,375
19	1		Picnic Pavilion/Restrooms	W/S River Road	Niskayuna	NY	12309	\$176,964	\$3,260	\$180,224
19	2		Picnic Pavilion/Restrooms	W/S River Road	Niskayuna	NY	12309	\$74,624	\$0	\$74,624
20	1		Picnic Pavilion/Restrooms	W/S Westemoreland Dr (A	Niskayuna	NY	12309	\$114,625	\$3,260	\$117,885
20	2		Picnic Pavilion/Restroom-In	W/S Westemoreland Dr (A	Niskayuna	NY	12309	\$40,221	\$0	\$40,221
21	1		Senior Recreation Center	2282 Aqueduct Road	Niskayuna	NY	12309	\$1,113,007	\$13,038	\$1,126,045
21	2		Picnic Pavilion	2282 Aqueduct Road	Niskayuna	NY	12309	\$167,690	\$3,260	\$170,950
21	3		Maintenance Building	2282 Aqueduct Road	Niskayuna	NY	12309	\$127,822	\$3,260	\$131,082
21	4		Sewer Pump Station	2282 Aqueduct Road	Niskayuna	NY	12309	\$7,810	\$0	\$7,810
21	5		Bath House/2 Outdoor Pool	2282 Aqueduct Road	Niskayuna	NY	12309	\$388,310	\$0	\$388,310
21	6		Misc Improvements-Pool Fe	2282 Aqueduct Road	Niskayuna	NY	12309	\$408,002	\$0	\$408,002
22	1		Soccer Fields-Picnic Pavilio	Zenner Road Off Balltown f	Niskayuna	NY	12309	\$21,352	\$3,260	\$24,612
22	2		Soccer Fields-Recreation B	Zenner Road Off Balltown f	Niskayuna	NY	12309	\$288,248	\$3,260	\$291,508
22	3		Soccer Fields-Improvement	Zenner Road Off Balltown f	Niskayuna	NY	12309	\$49,277	\$0	\$49,277

Loc#	Bldg#	Aqq#	Occupancy	Address	City	State	Zip	Values		Total
								Building	Contents	
23	1		Driver Range Attendants B	Rear 2555 River Road	Niskayuna	NY	12309	\$13,230	\$3,164	\$16,394
23	2		Gazebo,Lighting,Flagpole	Rear 2555 River Road	Niskayuna	NY	12309	\$4,320	\$1,582	\$5,902
23	3		Fuel Station	Rear 2555 River Road	Niskayuna	NY	12309	\$57,895	\$0	\$57,895
23	4		Transfer Station Attendants	Rear 2555 River Road	Niskayuna	NY	12309	\$14,608	\$1,582	\$16,190
23	5		Transfer Station Storage Ga	Rear 2555 River Road	Niskayuna	NY	12309	\$42,090	\$1,582	\$43,672
23	6		Misc Improvements-Shelter	Rear 2555 River Road	Niskayuna	NY	12309	\$35,541	\$0	\$35,541
23	7		Little League Park Concess	Rear 2555 River Road	Niskayuna	NY	12309	\$20,702	\$1,582	\$22,284
23	8		Misc Improvements-Tool Sh	Rear 2555 River Road	Niskayuna	NY	12309	\$100,989	\$0	\$100,989
24	1		Sewer Pump Station	Floral Acres	Niskayuna	NY	12309	\$135,887	\$0	\$135,887
24	2		Sewer Pump Station-Fence	Floral Acres	Niskayuna	NY	12309	\$13,576	\$0	\$13,576
25	1		Sewer Pump Station	Avon Crest, North Of Rte 7	Niskayuna	NY	12309	\$120,516	\$0	\$120,516
25	2		Sewer Pump Station-Improv	Avon Crest, North Of Rte 7	Niskayuna	NY	12309	\$3,629	\$0	\$3,629
26	1		Sewer Pump Station	Hexam Drive West	Niskayuna	NY	12309	\$106,933	\$0	\$106,933
27	1		Equipment Shed With Sewe	Deana Cour @ Katerina Es	Niskayuna	NY	12309	\$121,584	\$0	\$121,584
27	2		Equipment Shed With Sewe	Deana Cour @ Katerina Es	Niskayuna	NY	12309	\$3,562	\$0	\$3,562
28	1		Blatnik Park Picnic Pavilion	2545 River Road	Niskayuna	NY	12309	\$21,081	\$1,582	\$22,663
28	2		Blatnik Park Misc Improvem	2545 River Road	Niskayuna	NY	12309	\$15,123	\$1,582	\$16,705
28	3		Blatnik Park Restroom	2545 River Road	Niskayuna	NY	12309	\$64,015	\$0	\$64,015
28	4		Blatnik Park Misc Improvem	2545 River Road	Niskayuna	NY	12309	\$44,561	\$1,582	\$46,143
28	5		Blatnik Park Babe Ruth Fiel	2545 River Road	Niskayuna	NY	12309	\$105,041	\$1,582	\$106,623
28	6		Blatnik Park-Fence,Dugouts	2545 River Road	Niskayuna	NY	12309	\$107,320	\$0	\$107,320
28	7		Blatnik Park Little League P	2545 River Road	Niskayuna	NY	12309	\$36,198	\$0	\$36,198
28	8		Blatnik Park-Fence, Dugout	2545 River Road	Niskayuna	NY	12309	\$32,355	\$0	\$32,355
28	9		Splash pad	2545 River Road	Niskayuna	NY	12309	\$195,700	\$0	\$195,700
29	1		Garage & Offices	1034 Wtry Road	Niskayuna	NY	12309	\$659,266	\$12,660	\$671,926
29	2		Water & Sewer Maintenanc	1034 Wtry Road	Niskayuna	NY	12309	\$3,427,840	\$0	\$3,427,840
29	3		Fuel Station with Canopy	1034 Wtry Road	Niskayuna	NY	12309	\$61,461	\$0	\$61,461
30	1		Fire Distrcit 1	2135 River Road	Niskayuna	NY	12309	\$53,008	\$0	\$53,008
<b>Blanket Total(s):</b>								<b>\$29,785,033</b>	<b>\$2,868,688</b>	<b>\$32,653,721</b>
Accepted: X			Date: _____							
Authorized Signature										

## **POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. As *defined in Section 102(1) of the Act*: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury-in consultation with the Secretary of Homeland Security, and the Attorney General of the United States-to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

The prospective premium for certified acts of terrorism coverage is \$ 3,464 .

Please tell your insurance agent or broker whether you accept or reject certified acts of terrorism coverage.

## Acceptance or Rejection of Terrorism Insurance Coverage

<input checked="" type="checkbox"/>	Accept - I hereby elect to purchase terrorism coverage
<input type="checkbox"/>	Reject - I hereby decline to purchase terrorism coverage



Policyholder/Applicant's Signature

Print Name

Date



## Your New Portal At-A-Glance **Welcome to Marshall & Sterling Online!**

With both time and resources at a precious premium, it's become increasingly difficult to do your job, let alone manage insurance costs and stay informed on legislative developments. Marshall & Sterling, Inc.'s revolutionary new online tool acts as a springboard from which you can better gather and organize information and data and solve the everyday problems that hamper your ability to work more efficiently and effectively.



## Insurance & HR Community **Need Answers Fast?**

Join the conversation! Need a question answered about a COBRA or FMLA issue you are currently faced with? Wondering about OSHA's hazardous material labeling requirements, or the required rest period for employees in your state? With our Insurance & HR Community, your answer could be a click away! Share information and resources with the Community's interactive forum that allows you to post questions to your peers, provides insight into other users' questions, and enables you to track responses based on topics or individual questions.

## OSHA Compliance **We've Got You Covered!**

When it comes to OSHA compliance, we've got you covered. To help you simplify and manage your OSHA reporting, we've gathered the occupational safety resources you need into one easily accessible spot, with functionality and content designed to help you efficiently meet your OSHA reporting needs.

Here are the modules we offer:

### **Create and Maintain Your OSHA Divisions**

Create and edit divisions within your company with this handy one-stop setup tool. Includes the ability to search for and specify SIC and NAICS codes.

### **OSHA Compliance and Analysis**

This module provides you with quick links to OSHA forms 300, 300A and 301, and gives you the ability to analyze the incidents contained within those forms.

### **Everything You Wanted To Know About OSHA But Were Afraid To Ask**

We know you don't have time to hunt around for the OSHA information you need, so we included a link to FAQs, where you'll find useful information about OSHA record keeping guidelines and related resources.

### **Your OSHA Forms**

Need to generate a Log of Work-Related Injuries and Illnesses or a Summary of Work-Related Injuries and Illnesses for a specific division in a specific year? The





OSHA forms module enables you to create PDF versions of both OSHA 300 and OSHA 200 forms.

### **Maintain Your OSHA Log Entries**

Edit, view, or delete log entries with the log maintenance wizard, which makes maintenance easy and guarantees that your records are always current.

### **View Your OSHA Log**

Lists all OSHA incidents for your company. View all the pertinent information entered into your OSHA log analysis at any time.

### **Recent OSHA Incidents**

Use the Log's handy at-a-glance view to effortlessly stay up-to-date on your most current entries, viewing all the pertinent information entered into your OSHA Log Analysis.

### **Generate an OSHA Report**

Generate up-to-the-minute OSHA reports, drilling-down by injury type, body part, group or divisions, and time period. The system stores information from year to year, and by tracking work hours, it automatically calculates incident rates and enables you to make comparisons to national averages based on SIC (Standard Industrial Classifications) code as reported by the Bureau of Labor Statistics.

Legislative Guides

## **Compliance Issues and Answers**

### **Workers' Compensation State Statutes Connection**

Want to learn about Occupational Hearing Loss regulations? Use this module to access workers' compensation statutes for all 50 states.

Document Library

## **Need That Information Yesterday?**

When you need to resource information fast, our Document Library modules provide instant access to a host of downloadable articles covering a variety of topics, exactly when you need them! Articles are conveniently grouped by general category.

P&C categories include Cost Containment, Loss Control, Employee Communication, and Studies & Surveys.

Here are the modules we offer:

### **Property and Casualty Document Library**

Access a library of downloadable articles, brochures, forms, and reports concerning a variety of P&C-related topics. Choose from Cost Containment, Loss Control, Employee Communication, and Studies & Surveys.

### **Featured Property and Casualty Documents**

Shows updated information on one P&C document category. Choose from Cost Containment, Loss Control, Employee Communication, and Studies & Surveys.

### **New Property and Casualty Documents**

Show new additions to all P&C document categories.

P&C Newsletters

## **Stay on Top of P&C Trends**

While some accidents and hardships are attributed to chance — or being at the wrong place at the wrong time — others are not at the mercy of fate and can be avoided if properly prepared for. From driving safety practices and proper boating techniques to conducting organizational meetings that address workplace hazards and potential on-the-job injuries, our ready-to-print P&C newsletters contain informative modules specifically created to help protect your employees both on the job and off.

P&C Resources

## **Manage Your RM Needs**

Due to their sporadic nature, workplace violence and disasters such as wildfires and chemical spills tend to capture the general public's attention only when they transpire—and then wane from their field of vision as the intensity of the event subsides. Such incidents, though, are never off the radar screen of conscientious risk managers, who must prepare for the worst no matter how infrequently—if ever—a tragedy threatens to impact your business. Our P&C modules house an assortment of Web links designed to help you manage



[your RM and insurance needs on topics including environmental exposures, loss prevention and occupational disease.](#)

Broker Briefcase Posting Modules

## Exchange Documents Online

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This module enables you to access your plan information online.

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Shows all of the Employee Benefit and P&C Benchmark surveys that have been released in the past year. If a

survey is active, you can take it from here. If a survey is complete, you can view the results.

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### **News feeds**

Stay current with an RSS news feed. See when your favorite Web sites have added new content. You can get the latest headlines and video in one place, as soon as its published.



**Resolution No. 2022 - 121**

**A RESOLUTION SUPPORTING NEWLY FILED ASSEMBLY  
AND SENATE BILLS**

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

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

WHEREAS, this Town Board by Resolution 2022-77 authorized a home rule request for Assembly and Senate bills that would authorize the Town of Niskayuna, County of Schenectady to offer four members of the Niskayuna Police Department: Joseph Twitty, John Connors, Jeffrey Relation, and Paul Daly a special twenty-five year retirement plan pursuant to Section 384 of the Retirement and Social Security Law; and

WHEREAS, since Resolution 2022-77 was adopted, Assembly Bill 7642A and Senate Bill 7238A have both been re-filed for the current year and will go before the New York State Legislature;

WHEREAS, this Town Board now hereby shows its support for the 2022 Assembly Bill 7642A and Senate Bill 7238A and requests that it move through the Assembly and Senate and ultimately get signed into law.

NOW THEREFORE, be it

RESOLVED, that this Town Board of the Town of Niskayuna does hereby support the newly filed bills and authorize the Home Rule Request for Assembly Bill 7642A and Senate Bill 7238A and directs the Town Supervisor and Town Clerk to execute and certify the Home Rule Request Form and to forward said forms to Senator Tedisco and Assemblyman Steck's Offices to continue the process of Assembly Bill 7642A and Senate Bill 7238A becoming law.





**Resolution No. 2022 – 122**

**A RESOLUTION AUTHORIZING EXPENDITURES FROM FUND BALANCE**

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

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

WHEREAS, the Resolution No. 2022-37 authorized the Town Board to match the grant monies in the amount of \$25,000.00 but did not identify the fund source, and

WHEREAS, the Town Comptroller advises that it is necessary at this time to identify the fund source for this match, and

WHEREAS, the Finance and General Government Committee recommends identifying the fund source for the \$25,000.00 match for the Climate Smart Communities Grant, and

WHEREAS, the Finance and General Government recommend using fund balance for certain expenditures that the Town had previously planned to bond for in 2022.

NOW THEREFORE, be it

RESOLVED, that this Town Board does hereby authorize the Town's match of \$25,000.00 for the Climate Smart Communities Grant previously accepted by this Town Board by Resolution No. 2022-37 to come from monies contained in fund balance, and be it

FURTHER RESOLVED, that this Town Board does hereby authorize expenditures from fund balance in the amount of \$83,853.94 for the General Fund and \$281,677.72 for the Highway Fund.



**Resolution No. 2022-123**

**A RESOLUTION IMPLEMENTING A BUILDING USE POLICY**

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, this Town Board by Resolution No. 2022 – 82 adopted a Facilities Use Manual pertaining to the use of non-employees or public officials of Town owned facilities such as athletic fields and courts, as well as the Town pool; and

WHEREAS, the Town of Niskayuna also receives requests from groups and organizations to use other Town buildings and facilities such as Town Hall, the Recreation Center and the Town Pool Gazebo; and

WHEREAS, the Town of Niskayuna now wishes to implement a Building Use Policy that would set forth a uniform and consistent policy relative to facilities usage by clubs and others who wish to utilize these additional Town buildings and facilities; and

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

NOW, THEREFORE, be it:

RESOLVED, that this Town Board does hereby adopt a Building Use Policy, attached hereto and made a part hereof, and be it

FURTHER RESOLVED, that the Town Board is hereby authorized to amend the fees contained within the Facilities Use Manual from time to time, and as necessary, by Town Board resolution.



## **Town of Niskayuna Building Use Policy**

The Town of Niskayuna buildings are primarily for the use of conducting Town business. However, as not all spaces are in use at all times, the Town would like to invite other groups to use the spaces when they are available within the following framework.

### **Town Hall**

The Schaefer Room and Town Hall Board Room may be scheduled for use by contacting the Town Supervisor's Office at (518) 386-4543.

**Scheduling Priority:** Scheduling will be based on the following priority groups.

- Group I: Town meetings including Town boards, departments, committees, sub-committees and work groups
- Group II: Town of Niskayuna community based groups including not-for-profits  
Examples: Niskayuna Boy Scouts, Niskayuna Girl Scouts, N-CAP, etc.
- Group III: Non-residents, local business groups

**Use Fees:** Groups I and II will not be charged a use fee or a security deposit. Group III Fee Schedule: Schaefer Room: \$15 per hour; Town Board Room: \$50 per hour. There is a \$200 refundable security deposit required with reservation; the check can be made to Town of Niskayuna and brought to the Supervisor's Office in Town Hall. The check will be returned following the rental, provided the room is left clean and intact.

### **The Recreation Center**

The upstairs (only) portion of the Recreation Center can be reserved through REC1 online. The fee is \$50 per hour, with a 3 hour rental minimum. Additional hours can be rented at the same rate. There is a \$200 refundable security deposit required with reservation; the check can be made to Town of Niskayuna and given to the Community Programs office at Town Hall. The check will be returned following the rental, provided the room is left clean and intact.

### **The Pool Gazebo**

The Pool Gazebo can be reserved by Town residents only through the Pool Manager at (518) 381-6384. The renter has to pay the pool admission fee for each child attending, unless they already have a season pass.

### **Insurance**

The Town of Niskayuna requires all user groups to provide a certificate of liability insurance naming the Town of Niskayuna as additional insured. Provide General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability. The insurance policy shall not be suspended, voided, canceled, reduced in coverage, or limited except after thirty days prior written notice has been given to the Town by certified mail and a return receipt requested. Insurance forms must be submitted to the Town before use of the facility.



**Other Conditions**

All requests to use Town buildings and spaces are subject to the discretion of the Town Supervisor. The Town of Niskayuna reserves the rights to cancel any reservation, or restrict access to any group that does not comply with the Town's code of conduct, equal opportunity, and anti-discrimination policies.



**Resolution No. 2022 - 124**

**A RESOLUTION APPROVING AN ANNUAL SOFTWARE AGREEMENT FOR USE  
BY THE OFFICE OF COMMUNITY PROGRAMS**

The following resolution was offered by **Supervisor Puccioni** and **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 Office of Community Programs has advised that it is necessary to execute a renewal agreement for software used by the Office of Community Programs; and

WHEREAS, the Finance and General Government Committee recommends that the Town Board authorize said renewal agreement and accompanying payment.

NOW, THEREFORE, be it

RESOLVED, that this Town Board does hereby authorize payment to CivicPlus, PO Box 1572, Manhattan K.S. 65505 in the amount of \$6,023.82. as indicated on the invoice attached hereto and made a part hereof.



# Invoice

CivicPlus LLC  
NEW REMITTANCE ADDRESS  
(FOR PAYMENTS ONLY)  
CivicPlus  
PO Box 1572  
Manhattan KS 66505

#221779

03/1/2022

PO #

**Bill To**

Lori Peretti  
Town of Niskayuna  
One Niskayuna Circle  
Niskayuna NY 12309

**TOTAL DUE**

**\$6,023.82**

Due Date: 03/31/2022

7319-4684

**Terms**  
Net 30

**Due Date**  
03/31/2022

**PO #**

**Approving Authority**

Qty	Item	Start Date	End Date
1	CivicRec Annual Renewal	03/1/2022	02/28/2023

**Total** \$6,023.82

**Due** \$6,023.82

Please submit payment via ACH using the details below. Please send notification of ACH transmission via email to Accounting@civicplus.com.

**Bank Name**  
KS State Bank

**Account Name**  
CivicPlus LLC

**Account Number**  
1046292

**Routing Number**  
101101536

A finance charge of 1.5% per month will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s). If you have any questions, please contact accounting@civicplus.com or 888-228-2233 option 1, then option 3. Please retain this statement for your records. Thank you!

CivicPlus  
302 S 4th St.  
Suite 500  
Manhattan KS 66502



**Resolution No. 2022 - 125**

**A RESOLUTION TO HIRE A RECYCLING HELPER**

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 Water & Sewer has recommended that the Town fill a vacancy in the position of Recycling Helper; and

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

NOW THEREFORE, be it

RESOLVED, that this Town Board does hereby appoint Gary Russell of 1721 Athol Road, Schenectady, New York to the position of part-time Recycling Helper, effective April 27th, 2022 at a pay rate of \$14.75/hour; and be it

FURTHER RESOLVED, that this position is a part-time position on an as-needed basis, but in no event may such worker's hours exceed 25 hours per week; 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 Gary Russell of the above-described appointment.



**Resolution No. 2022 – 126**

**A RESOLUTION AUTHORIZING ADMINISTRATIVE CORRECTIONS TO THE 2022 ADOPTED BUDGET FOR WATER AND SEWER DISTRICT NO. 1 FUNDS**

The following resolution was offered by **Supervisor Puccioni**, who moved its adoption, an seconded by

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

WHEREAS, the Town Comptroller has been reviewing the 2022 Adopted Budget and identified a couple of administrative corrections that need to be made relative to the Water and Sewer District No. 1 funds; and

WHEREAS, the New York State Comptroller's Office has advised that these corrections do not require a formal Public Hearing; and

WHEREAS, the Finance and General Government Committee recommend making such administrative corrections to balance the 2022 adopted budget.

NOW THEREFORE, be it

RESOLVED, that this Town Board does hereby authorize the Town Comptroller to make the following corrections to the 2022 Adopted Budget:

- 1) the appropriation of an additional \$3,300 of Fund Balance for Sewer District No. 1 to properly balance the 2022 adopted Budget; and
- 2) the reduction of estimated interest earned by \$2,205 for Water District No. 1 to properly balance the 2022 adopted budget.





**Resolution No. 2022 – 127**

**A RESOLUTION ENACTING A LOCAL LAW TO AMEND THE CODE OF THE TOWN OF NISKAYUNA BY ADDING CHAPTER 130, ENTITLED, HISTORIC PRESERVATION CODE**

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 Town Historian has been working diligently to develop a Historic Preservation Code for consideration to be added to the Town of Niskayuna's Town Code; and

WHEREAS, the Town Historian and Town Planner have recommended that the Town Board review and adopt a Historic Preservation Code to protect and preserve important culture and history within the Town of Niskayuna; and

WHEREAS, the Town Board called for a public hearing by Resolution 2022 – 71 to be conducted on March 22, 2022 on the proposed local law, which has been made available for review by the public on the Town Board's website; and

WHEREAS, the Economic Development, Historic Preservation and Environmental Conservation Committee considered the comments and concerns raised during the public hearing held before the Town Board on March 22, 2022 and made certain changes to the local law in response; and

WHEREAS, the Economic Development, Historic Preservation and Environmental Conservation Committee recommend that the Town Board enact the proposed local law to create a historic preservation code.

NOW, THEREFORE, be it:

RESOLVED, that this Town Board of the Town of Niskayuna does hereby adopt Local Law No. C (2022) as follows:

**Local Law 3 (2022)**

*Section 1. Chapter 130 of the Code of the Town of Niskayuna is hereby amended as provided by adding the underlined language:*

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 11. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 12. This resolution, which takes effect immediately, shall be published in summary form in the official newspaper, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

## Chapter 130: Historic Preservation Code

### § 130-1 Purpose

It is hereby declared as a matter of public policy that the protection, enhancement, and perpetuation of landmarks, historic buildings and historic properties is necessary to promote cultural and educational opportunities for the public. It is the intent of the Town of Niskayuna to follow the terms of the National Historic Preservation Act of 1966 and the mandates of the New York State Commissioner of Parks, Recreation and Preservation Office. In as much as the identity of a people is founded on its past and recognizing that Niskayuna has many significant historic, architectural, and cultural resources which constitute its heritage, this article is intended to:

- (1) Protect and enhance the buildings, structures, objects, sites, and districts which represent distinctive elements of Niskayuna's historical, architectural, and cultural heritage;
- (2) Foster public knowledge, understanding, and appreciation for the character of Niskayuna and promote civic pride in the character and accomplishments of its past;
- (3) Protect and enhance Niskayuna's attractiveness to its residents and visitors, as well as the support and stimulus to the economy thereby provided;
- (4) Promote and encourage continued private ownership and stewardship of historic structures;
- (5) Identify as early as possible conflicts between the preservation of structures/landmarks/districts and alternative land uses;
- (6) Determine the effective resolution of any conflict between the preservation of structures/landmarks/districts and alternative land uses;
- (7) Ensure harmonious, orderly, and efficient growth by integrating future development of Niskayuna with our historic past: and
- (8) Establish a Historic Preservation Commission, as outlined below in Subsection 2, available to provide guidance and technical assistance to owners of landmark properties when restoration work is being contemplated.

### § 130-2 Definitions

When used in this article, unless a different meaning clearly appears from the context, the terms listed below shall have the following meanings:

#### **ARCHITECTUAL SIGNIFICANCE**

The quality of a building or structure based on its date of erection, style, and scarcity of same, quality of design, present condition, and appearance or other characteristics that embody the distinctive characteristics of a type, period, or method of construction.

### **BUILDING**

Any construction created to shelter any form of human use, such as a house, garage or barn, and which is permanently affixed to the land, including public buildings such as schools, shops, railroad stations, etc. Building may also refer to a historically related complex, such as a house and a barn.

### **COMMISSION**

The Niskayuna Historic Preservation Commission.

### **HISTORIC DISTRICT**

An area which contains or possesses a significant concentration, linkage, or continuity of sites, buildings, structures, or objects united historically or aesthetically by plan or physical development.

### **HISTORIC PRESERVATION**

The identification, study, documentation, protection, acquisition, restoration, rehabilitation, management, maintenance and use of buildings, structures, objects, sites and historic districts, significant in the history, architecture, or culture of the Town of Niskayuna, the State of New York or the United States.

### **HISTORIC PROPERTY**

Any building, structure, object, site, or district that is of significance in the history, architecture, archeology, or culture of the Town of Niskayuna, the State of New York, or the United States, included on, or potentially eligible for inclusion on the National Register of Historic Places.

### **INVENTORY**

A list of historic properties determined to meet specific criteria of significance.

### **LAND DEVELOPMENT**

Land development means any land change, including, but not limited to, clearing, digging, grubbing, stripping, removal of vegetation, dredging, grading, excavating, transporting and filling of land, construction, paving, and any other installation of impervious cover.

### **NATIONAL REGISTER**

The National Register of Historic Places authorized by the National Historic Preservation Act of 1966.

## **PLANNING BOARD & ZONING COMMISSION**

The Planning Board & Zoning Commission of the Town of Niskayuna.

## **SUBSTANTIAL RENOVATION**

Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50% of the market value of the structure either before the start of construction of the improvement. The term includes structures which have incurred substantial damage, regardless of the actual repair work performed. The term does not, however, include either:

- A. Any project for improvement of a structure to correct existing violations of state or local health, sanitary or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions.

## **STATE REGISTER**

The State Register of Historic Places established pursuant to § 14.07 of the New York State Parks, Recreation and Historic Preservation Law.

## **TOWN BOARD**

The Town Board of the Town of Niskayuna.

## **TOWN REGISTER OF HISTORIC PLACES**

The Town of Niskayuna Register of Historic Places established pursuant to Town Board Resolution No. 2020 – 244, is a local honorary listing of buildings, structures, objects, sites, and historic districts deemed by the Commission to be of significant historic value. Owners of property on the Historic Register have no restrictions on the use or maintenance of their property because of this designation.

### § 130-3 Historic Preservation Commission

There is hereby created a Commission to be known as the "Niskayuna Historic Preservation Commission."

- (1) The Commission shall consist of no fewer than five (5) members, including the Town Historian, appointed by the Town Board for staggered four-year terms.
  - (a) Members shall have a demonstrated significant interest in, competence about, knowledge of, or commitment to historic preservation.
  - (b) To the extent possible, Commission members shall be drawn from the disciplines of architecture, history, archaeology, historic preservation, or closely related fields.
- (2) The Chairperson of the Commission shall be appointed by the Town Board for a one-year term.

- (3) The purpose of this Commission shall include:
  - (a) Conducting inventories of significant historic buildings, structures, objects, sites, and historic districts within the Town. A record of these inventories shall be kept at Town Hall.
  - (b) Establishing the criteria for selection of historic buildings, structures, objects, sites, and historic districts in the Town of Niskayuna to be placed on the Town Register of Historic Places.
  - (c) Recommending to the Town Board suggested buildings, structures, objects, sites, and historic districts which should be listed on the Town Register of Historic Places.
  - (d) Recommendations to the Town Board as to those areas of the Town that should be designated as Town Historic districts.
  - (e) Increasing public awareness of the value of preserving historic buildings, structures, objects and sites by developing and participating in public education programs, conducting preservation workshops, and providing assistance to owners of historic properties.
  - (f) Making recommendations to the Town Board concerning utilization of state, federal, or private funds to promote the preservation of historic buildings, structures, objects, and sites within the Town of Niskayuna.
  - (g) Serving in an advisory capacity to the Town Board, Planning Department, Planning Board & Zoning Commission, Zoning Board of Appeals, and the Architectural Review Board on all matters that affect or impact identified or designated Historic places or historic districts.
- (4) The Commission shall meet at least monthly and a quorum for the transaction of business shall consist of one or more than one-half of the Commission's members.
- (5) Official actions by the Commission shall require an affirmative vote by not less than a majority of the full membership of the Commission.
- (6) The Commission shall coordinate efforts with other agencies on local, county, state, and federal levels to aid in projects for classifying historical landmarks.

§ 130-4 Designation of Historic Buildings, Structures, Objects, Sites, and Historic Districts on the Town Register of Historic Places

- (1) Pursuant to Town Board Resolution No. 2020-244, the Commission may recommend, for designation by the Town Board, a building, structure, object, site, or historic district for the Town Register of Historic Places if it:
  - (a) Is associated with events that have made a significant contribution to the broad patterns of Niskayuna's history; or
  - (b) Is identified with historic personages or the lives of persons significant in Niskayuna's history; or

- (c) Embodies distinctive characteristics of a type, period, or method of construction, or that represents the work of a master, or that possesses high artistic values, or that represents a significant and distinguishable entity whose components may lack individual distinction;or
- (d) Has yielded, or may be likely to yield, information in prehistory or history.
- (2) Each building, structure, or object added to the Town Register of Historic Places will be eligible to receive a plaque acknowledging placement on the Register.
- (3) The Town of Niskayuna Register of Historic Places is strictly a local honorary listing. Properties placed on the Register are given only Town-wide historic recognition.
- (4) Owners of properties on the Historic Register have no restrictions on the use or maintenance of their property as a result of this designation.
- (5) Each site or Historic District added to the Town Register of Historic Places will be eligible to receive a historic road marker acknowledging its history and placement on the register.

§ 130-5 Demolition or relocation of any building or structure more than 49 years old.

- (1) Prior to issuing any demolition or relocation permit on a building or structure more than 49 years old, the Town of Niskayuna Building Department shall notify the Historic Preservation Commission, by providing 30 days' written notice, identifying the building or structure for which such permit is sought by address and name of owner or owners, unless, in the opinion of the Building Department, the structure poses an imminent danger to health and safety.
- (2) The Historic Preservation Commission shall evaluate and document the building or structure for historic or architectural significance appropriately, as may be necessary, during the thirty-day notice period prior to issuance of any such demolition or relocation permit.
- (3) In the event that the Building Department has received no comment from the Historic Preservation Commission within 30 days after such notification, or if within 30 days the Historic Preservation Commission notifies the Building Department in writing that it has no objection to the issuance of the requested permit for demolition or relocation, then the demolition or relocation permit may be issued, if the same is otherwise deemed appropriate.
- (4) In cases where additional or more extensive research may be required prior to making a determination, the Historic Preservation Commission, in conjunction with the Building Department, shall notify the applicant of his/her right to submit evidence and proof in support of the demolition or relocation application. Once this

information is received, the Commission shall fix a reasonable time to hold a public hearing on each application for a demolition or relocation permit. Notice of the public hearing shall be published at least ten (10) days prior to the hearing in an official newspaper of the Town and shall be mailed by the applicant at least ten (10) days prior to the hearing to all owners of lots within five hundred (500) feet of the perimeter of the subject lot. The Commission, applicant, and any interested parties may present testimony or documentary evidence at the hearing which will become part of the record regarding the historic, architectural, archeological or cultural importance of the subject building.

- (5) The determination of the Commission shall be in writing and shall be filed with the Town Clerk, Town Board, Building Inspector, Planning Board, Zoning Board of Appeals and the applicant within thirty (30) calendar days from the close of the public hearing.
  - (a) If the Commission determines that the demolition or relocation permit should be issued, its determination shall so state and set forth its reasons for such determination.
  - (b) If the Commission determines that the demolition or relocation permit shall be issued with conditions, its determination shall so state and set forth its reasons for such determination. Failure to comply with such conditions shall result in revocation of the demolition or relocation permit.
- (6) If the Commission determines that a demolition or relocation permit should be issued, they may request an additional 60 days to document anything of historic importance prior to the final demolition or relocation, or request permission to document anything of historic importance during the final demolition or relocation.
- (7) If the Commission determines that the demolition or relocation permit should not be issued, it shall so state and set forth its reasons for such determination. In arriving at its determination, the Commission shall consider, in addition to any other pertinent factors, the following criteria in assessing whether the historical, architectural, archeological or cultural significance of the subject building outweighs any special circumstances or potential hardships posed to the applicant:
  - (a) Whether the subject building is associated with events that have made a significant contribution to, and are identified with, United States history, New York history or locally significant history.
  - (b) Whether the subject building is associated importantly with the lives of persons significant to United States history, New York history, or local history.
  - (c) Whether the subject building represents some great idea or ideal of the American people.
  - (d) Whether the subject building embodies the distinguishing characteristics of an architectural type specimen exceptionally valuable for the study of a period, style, or method of construction, or that represents a significant, distinctive and exceptional entity whose components may lack individual distinction.



- (e) That is composed of integral parts of the environment not sufficiently significant by reason of historical association or artistic merit to warrant individual recognition but collectively compose an entity of exceptional historical or artistic significance, or outstandingly commemorate or illustrate a way of life or culture
- (8) Substantial Renovation
  - (a) Substantial Renovations to any site listed on the Town Register of Historic places are also subject to the Historic Preservation Committee Review and determination process as outlined in section § 130-5 of this code herein prior to issuance of a building permit.
- (9) Land Development
  - (a) Land development adjacent to or within any site listed on the Town Register of Historic places is also subject to the Historic Preservation Committee Review and determination process as outlined in section § 130-5 of this code herein prior to issuance of any planning and zoning approvals or building permits.
- (10) Appeals.
  - (a) Town Board Review. Any determination, decision, or order of the Commission made pursuant to or within the scope of this Article may be reviewed by the Town Board at the request of any person aggrieved thereby provided that such review is commenced by the filing of a notice of appeal to the Town Board within thirty (30) days after the Commission files with the Town Clerk its determination. Such notice of appeal shall specify the grounds for seeking review.
  - (b) In making its determination on the appeal, the Town Board shall review the written determination of the Commission in conjunction with the permit application and the criteria set forth in § 130-4 (7), and consider the appropriateness of the demolition or relocation, as well as the health, safety, morals and general welfare of the Town, with particular attention given to the needs of the residents and industries within the historic area or any special circumstances or hardship that the applicant may choose to bring forward.
  - (c) Based on its determination of appeal, the Town Board shall issue a written determination directing the Building Inspector to issue or deny a demolition or relocation permit to the applicant.
  - (d) If no person appeals, the determination of the Commission becomes final and binding upon the applicant and Building Inspector

#### § 130-6 Offenses

It is an offense against this code for any person to violate any provision of this code; to demolish, or relocate any building or structure more than 49 years old or to substantially renovate or engage in land development of any site listed on the Town Register of Historic places in violation of any provision of this code; to fail in any manner to comply with a notice, directive or

order of the Building Department or the Historic Preservation Commission; or to construct, alter or use and occupy any building, structure, premises or part thereof in a manner not permitted by an approved building permit.

§ 130-7 Penalties for offenses.

- (1) Every person convicted of an offense against this code shall be punishable by a fine of not more than \$1,000 or by imprisonment for not more than 60 days, or both such fine and imprisonment. Each day that a violation continues shall be deemed a separate offense.
- (2) Appropriate actions and proceedings may be taken at law or in equity by the Building Inspector or the Town Board to prevent unlawful demolition or relocation or to restrain, correct or abate a violation of a building, structure or premises; and these remedies shall be in addition to any penalties or actions prescribed in this Chapter.

*Section 2. This local law shall take effect as provided in Section 27 of the Municipal Home Rule Law.*



**Resolution No. 2022 - 128**

**A RESOLUTION ADOPTING A PUBLIC INTEREST ORDER REGARDING THE INCREASE AND IMPROVEMENT OF FACILITIES OF CONSOLIDATED WATER DISTRICT NO. 1 AT A MAXIMUM ESTIMATED COST OF \$580,978.25**

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

In the Matter of The Increase and Improvement of Facilities of Consolidated Water District No. 1 in the Town of Niskayuna, Schenectady County, New York	PUBLIC INTEREST ORDER
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WHEREAS, the Town Board of the Town of Niskayuna, Schenectady County, New York, has duly caused to be prepared a map, plan and report including an estimate of cost, pursuant to Section 202-b of the Town Law, relating to the proposed increase and improvement of the facilities of Consolidated Water District No. 1, in the Town of Niskayuna, Schenectady County, New York, consisting of the replacement of water mains and water meters, including original furnishings, equipment, machinery, apparatus, appurtenances, and incidental improvements and expenses in connection therewith, at a maximum estimated cost of \$580,978.25 and

WHEREAS, at a meeting of said Town Board duly called and held on March 22, 2022, an Order was duly adopted by it and entered in the minutes specifying the said Town Board would meet to consider the increase and improvement of facilities of Consolidated Water District No. 1 in said Town at a maximum estimated cost of \$580,978.25, and to hear all persons interested in the subject thereof concerning the same at the Town Hall, in Niskayuna, New York, in said Town, on April 26, 2022, at 7:00 o'clock P.M., Prevailing Time; and

WHEREAS, said Order duly certified by the Town Clerk was duly published and posted as required by law; and

WHEREAS, a public hearing was duly held at the time and place set forth in said notice, at which all persons desiring to be heard were duly heard; NOW, THEREFORE, BE IT

ORDERED, by the Town Board of the Town of Niskayuna, Schenectady County, New York, as follows:

Section 1. Upon the evidence given at the aforesaid public hearing, it is hereby found and determined that it is in the public interest to make the increase and improvement of the facilities of Consolidated Water District No. 1, in the Town of Niskayuna, Schenectady County, New York, consisting of the replacement of water mains and water meters, including original furnishings, equipment, machinery, apparatus, appurtenances, and incidental improvements and expenses in connection therewith, at a maximum estimated cost of \$580,978.25.

Section 2. This Order shall take effect immediatel



**Resolution No. 2022 - 129**

**A RESOLUTION AUTHORIZING THE ISSUANCE OF \$580,978.25 BONDS OF THE TOWN OF NISKAYUNA, SCHENECTADY COUNTY, NEW YORK, TO PAY THE COST OF THE INCREASE AND IMPROVEMENT OF THE FACILITIES OF THE CONSOLIDATED WATER DISTRICT NO. 1, IN THE TOWN OF NISKAYUNA, SCHENECTADY COUNTY, NEW YORK**

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

WHEREAS, pursuant to the provisions heretofore duly had and taken in accordance with the provisions of Section 202-b of the Town Law, and more particularly an Order dated the date hereof, said Town Board has determined it to be in the public interest to improve the facilities of Consolidated Water District No. 1, in the Town of Niskayuna, Schenectady County, New York, at a maximum estimated cost of \$580,978.25; and

WHEREAS, the capital project hereinafter described, as proposed, has been determined to be a Type II Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, which regulations state that Type II Actions will not have any significant adverse impact on the environment; NOW, THEREFORE, BE IT

RESOLVED, by the Town Board of the Town of Niskayuna, Schenectady County, New York, as follows:

Section 1. For the class of objects or purposes of paying the cost of the increase and improvement of Consolidated Water District No. 1, in the Town of Niskayuna, Schenectady County, New York, consisting of the replacement of water mains and water meters, including original furnishings, equipment, machinery, apparatus, appurtenances, and incidental improvements and expenses in connection therewith, there are hereby authorized to be issued \$580,978.25 bonds of said Town pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the maximum estimated cost of the aforesaid class of objects or purposes is \$580,978.25 and that the plan for the financing thereof is by the issuance of the \$580,978.25 bonds of said Town authorized to be issued pursuant to this bond resolution.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is forty years pursuant to subdivision 1 of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the serial bonds herein authorized will exceed five years.

Section 4. The faith and credit of said Town of Niskayuna, Schenectady County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not paid from monies raised from said Consolidated Water District No. 1 as applicable in the manner provided by law, there shall annually be levied on all the taxable real property of said Town, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the serial bonds herein authorized, including renewals of such notes, is hereby delegated to the Supervisor, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Supervisor, consistent with the provisions of the Local Finance Law.

Section 6. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Supervisor, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as she shall deem best for the interests of said Town, including, but not limited to, the power to sell said bonds to the New York State Environmental Facilities Corporation; provided, however, that in the exercise of these delegated powers, the Supervisor shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Supervisor shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 7. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue serial bonds with substantially level or declining annual debt service, shall be determined by the Supervisor, the chief fiscal officer of such Town. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such

recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Supervisor shall determine consistent with the provisions of the Local Finance Law.

Section 8. The Supervisor is hereby further authorized, at her sole discretion, to execute a project finance and/or loan agreement, and any other agreements with the New York State Department of Health and/or the New York State Environmental Facilities Corporation, including amendments thereto, and including any instruments (or amendments thereto) in the effectuation thereof, in order to effect the financing or refinancing of the class of objects or purposes described in Section 1 hereof, or a portion thereof, by a bond, and/or note issue of said Town in the event of the sale of same to the New York State Environmental Facilities Corporation.

Section 9. The power to issue and sell notes to the New York State Environmental Facilities corporation pursuant to Section 169.00 of the Local Finance Law is hereby delegated to the Supervisor. Such notes shall be of such terms, form and contents as may be prescribed by said Supervisor consistent with the provisions of the Local Finance Law.

Section 10. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.



Section 11. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 12. This resolution, which takes effect immediately, shall be published in summary form in the official newspaper, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.



**Resolution No. 2022 - 130**

**A RESOLUTION ADOPTING A PUBLIC INTEREST ORDER REGARDING THE INCREASE AND IMPROVEMENT OF FACILITIES OF CONSOLIDATED SEWER DISTRICT NO. 1 AND CONSOLIDATED SEWER DISTRICT NO. 6 AT A MAXIMUM ESTIMATED COST OF \$53,255.74**

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

In the Matter of The Joint Increase and Improvement of Facilities of Sewer District No. 1 and Sewer District No. 6 in the Town of Niskayuna, Schenectady County, New York	PUBLIC INTEREST ORDER
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WHEREAS, the Town Board of the Town of Niskayuna, Schenectady County, New York, has duly caused to be prepared an estimate of cost, pursuant to Section 202-b of the Town Law, relating to the proposed increase and improvement of the facilities of Sewer District No. 1 and Sewer District No. 6, in the Town of Niskayuna, Schenectady County, New York, consisting of the reconstruction of sewer mains, including original furnishings, machinery, equipment, apparatus, appurtenances and incidental expenses in connection therewith, at a maximum estimated cost of \$53,255.74 and

WHEREAS, it is expected that the apportionment of such cost between the Districts shall be as follows: Sewer District No. 1: 30% (\$15,976.72) and Sewer District No. 6: 70% (\$37,279.02); and

WHEREAS, at a meeting of said Town Board duly called and held on March 22, 2022, an Order was duly adopted by it and entered in the minutes specifying the said Town Board would meet to consider the increase and improvement of facilities of Sewer District No. 1 and Sewer District No. 6 in said Town at a maximum estimated cost of \$53,255.74, and to hear all persons interested in the subject thereof concerning the same at the Town Hall, in Niskayuna, New York, in said Town, on April 26, 2022, at 7:00 o'clock P.M., Prevailing Time; and

WHEREAS, said Order duly certified by the Town Clerk was duly published and posted as required by law; and

WHEREAS, a public hearing was duly held at the time and place set forth in said notice, at which all persons desiring to be heard were duly heard; NOW, THEREFORE, BE IT

ORDERED, by the Town Board of the Town of Niskayuna, Schenectady County, New York, as follows:

Section 1. Upon the evidence given at the aforesaid public hearing, it is hereby found and determined that it is in the public interest to make the increase and improvement of the facilities of Sewer District No. 1 and Sewer District No. 6, in the Town of Niskayuna, Schenectady County, New York, consisting of the reconstruction of sewer mains, including original furnishings, machinery, equipment, apparatus, appurtenances and incidental expenses in connection therewith, at a maximum estimated cost of \$53,255.74.

Section 2. This Order shall take effect immediately.



**Resolution No. 2022 – 131**

**A RESOLUTION AUTHORIZING THE ISSUANCE OF \$53,255.74 BONDS OF THE TOWN OF NISKAYUNA, SCHENECTADY COUNTY, NEW YORK, TO PAY THE COST OF THE INCREASE AND IMPROVEMENT OF THE FACILITIES OF THE SEWER DISTRICT NO. 1 AND SEWER DISTRICT NO. 6, IN THE TOWN OF NISKAYUNA, SCHENECTADY COUNTY, NEW YORK**

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

WHEREAS, pursuant to the provisions heretofore duly had and taken in accordance with the provisions of Section 202 b of the Town Law, and more particularly an Order dated the date hereof, said Town Board has determined it to be in the public interest to improve the facilities of Sewer District No. 1 and Sewer District No. 6, in the Town of Niskayuna, Schenectady County, New York, at a maximum estimated cost of \$53,255.74; and

WHEREAS, it is expected that the apportionment of such cost between the Districts shall be as follows: Sewer District Sewer District No. 1: 30% (\$15,976.72) and Sewer District No. 6: 70% (\$37,279.02); and

WHEREAS, the capital project hereinafter described, as proposed, has been determined to be a Type II Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State

Environmental Quality Review Act, which regulations state that Type II Actions will not have any significant adverse impact on the environment; NOW, THEREFORE, BE IT

RESOLVED, by the Town Board of the Town of Niskayuna, Schenectady County, New York, as follows:

Section 1. For the class of objects or purposes of paying the cost of the increase and improvement of Sewer District No. 1 and Sewer District No. 6, in the Town of Niskayuna, Schenectady County, New York, consisting of the reconstruction of sewer mains, including original furnishings, machinery, equipment, apparatus, appurtenances and incidental expenses in connection therewith, there are hereby authorized to be issued \$53,255.74 bonds of said Town pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the maximum estimated cost of the aforesaid class of objects or purposes is \$53,255.74 and that the plan for the financing thereof is by the issuance of the \$53,255.74 bonds of said Town authorized to be issued pursuant to this bond resolution.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is fifteen years pursuant to subdivision 4 of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the serial bonds herein authorized will exceed five years.

Section 4. The faith and credit of said Town of Niskayuna, Schenectady County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not paid from monies raised from said Sewer District No. 1

and Sewer District No. 6 as applicable in the manner provided by law, there shall annually be levied on all the taxable real property of said Town, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the serial bonds herein authorized, including renewals of such notes, is hereby delegated to the Supervisor, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Supervisor, consistent with the provisions of the Local Finance Law.

Section 6. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Supervisor, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as she shall deem best for the interests of said Town, including, but not limited to, the power to sell said bonds to the New York State Environmental Facilities Corporation; provided, however, that in the exercise of these delegated powers, the Supervisor shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Supervisor shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 7. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue serial bonds with substantially level or declining annual debt service, shall be determined by the Supervisor, the chief fiscal officer of

such Town. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Supervisor shall determine consistent with the provisions of the Local Finance Law.

Section 8. The Supervisor is hereby further authorized, at her sole discretion, to execute a project finance and/or loan agreement, and any other agreements with the New York State Department of Environmental Conservation and/or the New York State Environmental Facilities Corporation, including amendments thereto, and including any instruments (or amendments thereto) in the effectuation thereof, in order to effect the financing or refinancing of the class of objects or purposes described in Section 1 hereof, or a portion thereof, by a bond, and/or note issue of said Town in the event of the sale of same to the New York State Environmental Facilities Corporation.

Section 9. The power to issue and sell notes to the New York State Environmental Facilities corporation pursuant to Section 169.00 of the Local Finance Law is hereby delegated to the Supervisor. Such notes shall be of such terms, form and contents as may be prescribed by said Supervisor consistent with the provisions of the Local Finance Law.

Section 10. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,