At a Regular Meeting of the Town Board of the Town of North Greenbush held at 7:00 p.m. on January 11, 2024 at the Town Offices

IN THE MATTER OFFICIAL UNDER	OF THE APPROVAL OF TAKINGS	
WHEREAS the Tow undertakings; and,	n Board is authorized by law t	o set the amount of any official
WHEREAS the Tov	vn Board must approve the form	m of such undertakings; and,
		are a blanket undertaking from a , officers, clerks, and employees;
WHEREAS the cost	of such blanket undertaking is	s a proper charge against the Town,
Officers, Clerks, and		e undertakings by Town Officials, gh NFP are approved with the cost
		nd form of official undertakings be ary to comply with the requirements
Councilperson voted as follows:	moved, Councilperson	seconded, and the Town Board
	Supervisor Bott	Name and American
	Councilwoman Hoffman	· Profesional Contraction
	Councilwoman Merola	· · · · · · · · · · · · · · · · · · ·
- -	Councilman Gordon	

Resolution 2024-01-01

Councilwoman Sabo

TOWN OF NORTH GREENBUSH PROCUREMENT POLICY (January 2024)

Guideline 1

Every prospective purchase of goods or services shall be evaluated to determine the applicability of GML (General Municipal Law 103). Every Town officer, board, department head or other personnel with the requisite purchasing authority (hereinafter Purchaser) shall estimate the cumulative amount of the items of supply or equipment needed in a given fiscal year. That estimate shall include the canvass of other town departments and past history to determine the likely yearly gathered and conclusions reached shall be documented and kept with the file or other documentation supporting the purchase activity.

Guideline 2

All purchase of a) Supplies or equipment which will exceed \$20,000 in the fiscal year or b) public works contracts over \$35,000 shall be formally bid pursuant to GML, 103, or otherwise permitted by law.

Guideline 3

All supplies or equipment purchases of:

Less than \$20,000 but greater than \$3,000 require a written request for a proposal (RFP) and written/fax quotes from 3 vendors.

Less than \$3000 but greater than \$1000 require an oral request for the goods and oral/fax quotes from 2 vendors

 Less than \$1000 but greater than \$250 are left to discretion of the Purchaser and must be cleared by the Comptroller.

All public works contracts purchases of:

 Less than \$35,000 but greater than \$10,000 require a written RFP and fax/proposals from 3 contractors

Less than \$10,000 but greater than \$3,000 require a written RFP and fax/proposals from 2 contractors.

- Less than \$3000 but greater than \$500 require a written RFP and fax/proposals from 2 contractors and must be cleared by the Comptroller.

Any written RFP shall describe the desired goods, quantity and the particulars of delivery. The purchaser shall compile a list of all vendors from whom written/fax/oral quotes have been requested and the written/fax/oral quotes offered.

All information gathered in complying with the procedures of this guideline shall be preserved and filed with the documentation supporting the subsequent purchase of public works contract.

State Contract prices can be utilized when appropriate.

Guideline 4

The lowest responsible proposal or quote shall be awarded the purchase or public works contract unless the purchaser prepares a written justification providing reasons why it is in the best interest of the town and its taxpayers to make an award to other than the low bidder. If a bidder is not deemed responsible, facts supporting that judgment shall also be documented and filed with the record supporting the procurement.

Guideline 5

A good faith effort shall be made to obtain the required number of proposals or quotations. If the purchaser is unable to obtain the required number of proposals or quotations, the Purchaser shall document the attempt made at obtaining the proposals. In no event shall the inability to obtain the proposals or quotes be a bar to the procurement.

Guideline 6

Except when directed by the Town Board, no solicitation of written request for proposals or quotations shall be required under the following circumstances:

- a) Acquisition of professional services;
- b) Emergencies;
- c) Sole source situations;
- d) Goods purchased from agencies for the blind or severely handicapped;
- e) Goods purchased from correctional facilities;
- f) Goods purchased from another governmental agency;
- g) Goods purchased at auction;
- h) Goods purchased for less than \$250.00;
- i) Public works contracts for less than \$500.00;
- j) Ambulance, Fire and Emergency Medical Services;

Guideline 7

This policy shall be reviewed annually by the Town Board at its organizational meeting or as soon thereafter as is reasonably practical.

Guideline 8

Department Managers, in their budget submission, will detail their forecasted purchases for their expense and equipment line items. Anything beyond these itemized purchases that is \$250 or more must be cleared through the Comptroller before making a commitment to purchase. Where essential general purchase categories, such as vehicle repair, are reaching their projected limit, the Comptroller will alert the Department Manager and will work with him or her to adjust the budget, if possible, in order to accommodate the increase in spending.

Guideline 9

The Town of North Greenbush Town Board recognizes the responsibility to take effective measures to reduce or limit the environmental impacts and conserve resources, and hereby authorizes the following Community Smart Procurement Policy:

Energy Use: Priority shall be given to products and services which consume the least amount of energy in their manufacture, use and disposal. Where possible, Energy Star qualification and/or an equivalent elevated measure of efficiency should be a minimum requirement in any energy consuming equipment, device, vehicle or appliance purchase. "Energy Star" products mean products that are certified by the United States Department of Energy or the Environmental Protection Agency as Energy Star or that are certified under the Federal Energy Management Program to reduce energy usage and thereby energy costs. The Town will adhere to the Energy Star program with purchases with the following exceptions: the product is not available competitively; the product is not available for delivery within a reasonable time frame; and the product does not meet appropriate performance standards or specifications.

--Sustainability of Materials: Priority shall be given to products and services which incorporate products which are made from sustainable materials, and/or contain a significant level of recycled or reprocessed material and which are manufactured locally, and/or which are packaged to reduce transportation costs.

--Packaging: Priority shall be given to products which are minimally packaged using recycled, recyclable or biodegradable packaging materials.

-Environmental Impacts: Priority shall be given to products which reduce impacts on the environment during manufacture, use or disposal and produced from responsibly managed forests that provide environmental, social and economic benefits pursuant to forest stewardship principles.

--Health Impacts: Priority shall be given to products and services which reduce or eliminate health risks to employees and/or citizens in their manufacture, use or disposal.

-Bid documents and requests for proposals shall be prepared to encourage environmentally preferable purchases and service by incorporating bidding specifications that procure goods and services with a reduced environmental impact where appropriate.

—Nothing in this policy shall be construed as requiring the procurement of products or services that do not perform adequately for the intended use or are not available at a reasonable price in a reasonable period of time.

"TOWN AUTHORIZED CREDIT CARD USE and PURCHASING POLICY" (January 2024)

The Town of North Greenbush has determined that it is in its best interest to utilize a Town authorized credit card to supplement existing Procurement Procedures. As such, the town will establish an account with a local lending institution to obtain one (1) credit card that will be under the control of the Town Comptroller and will be provided to Department Heads, or their designee, when necessary, for authorized purchases of goods or services from suppliers and vendors and for authorized internet purchases.

The purpose of this procedure is to:

- Ensure responsible, efficient and legal use of the Town authorized credit card;
- Establish necessary internal controls for credit card use, and,
- Make certain that the credit card is used in strict compliance with the Town Procurement and Purchasing Policy.

PROCEDURE:

- 1. The credit card shall only be utilized for the purchase of goods or services necessary for "official" Town Business and is considered the option of last resort for making any purchase.
- 2. The credit card will be utilized by the Department Head. The Department Head may designate two (2) authorized Department employees who may also use the credit card. Names of authorized users will be kept on file in the Comptroller's Office. The Department Head or designee will be responsible for credit card use and ensuring that all applicable procedures and internal controls are followed.
- 3. The Department Head or designee will obtain the credit card from the Comptroller when a purchase is necessary and advise the Comptroller of the nature and purpose of the purchase. Any single purchase over \$250 will require Comptroller approval before being made.
- 4. At the time of purchase the authorized user of the credit card is required to advise the merchant that the Town is exempt from New York State and Local sales tax. A copy of the tax-exempt certificate is available from the Comptroller's Office. The Town will not pay any sales tax associated with authorized purchases.
- 5. Promptly following the credit card purchase the authorized user will return the card to the Comptroller's Office accompanied with the receipt and documentation

- detailing the required purchase, date of purchase and Department account to be subsequently charged for the purchase.
- 6. The authorized user of the credit card is responsible for its protection and safeguarding. In the event the card is lost, stolen or damaged, the authorized user will immediately notify the Department Head and Comptroller.
- 7. The credit card may not be used for cash advances or any other type of purchase not authorized by Town Procurement and Purchase Policy.
- 8. In the event that an issue or problem arises with the use of the credit card the Department Head will investigate the matter and inform the Comptroller of corrective measure(s) to be taken. Repeated issues with the use of the credit card may result in suspension of credit card use until the Department Head or Comptroller successfully resolves the matter. The Town will charge the credit card user for the cost of goods or services of any unauthorized credit card purchase(s) not in compliance with Procurement and Purchasing Procedures.
- 9. This procedure will take effect immediately. Department Head's will ensure that all designee credit card users are fully aware of this policy.

At a Regular Meeting of the Town Board of the Town of North Greenbush held at 7:00 pm On January 11, 2024, at the Town Offices

SUPERVISOR TO AGREEMENT FO MAINTENANCE		-	
authorizes the Tov	D, that the Town Board of the on Supervisor to sign the attach ephone Maintenance with ECB ville, NY	ed 2024 Telep	hone Maintenance
Councilperson the Town Board v	moved, Counci oted as follows:	lperson	seconded, and
•	Councilwoman Hoffman	. Establishment	•
•	Councilwoman Merola	MACAGINET COMPANY	•
	Councilman Gordon	Jan	
	Councilwoman Sabo		
	Supervisor Bott		

Resolution 2024-01-02

ECB Business Communications Systems 40 Jay Hakes Road Cropseyville, NY 12052 (518) 279-4570 Voice (518) 279-9835 Fax

Town Of North Greenbush Offices

To:

Bid # 004-2024

	Main Ave Wynautskill NY 12198 283-3525 Voice 283-5345 Fax
Subject:	Telephone Maintenance Agreement Renewal
Date:	December 19, 2023
A. Re va	eplace all worn defective parts damaged through normal telephone usage. Misuse, fire, ndalism or natural disasters A.K.A. Act of God are excluded.
B. Al bu	l intervening service calls requester by customer will be without charge during normal siness hours, which are 9:00 a.m. – 5:00 p.m., Monday – Friday.
Ć. Th	ae relocation or additions to the phone system are not included in this coverage.
D. Th	nis agreement is effective for a period of 12 months from the date indicated below ntingent upon payment of the annual Maintenance Charge indicated below.
ph	ne maintenance charge is based upon your phone system consisting of 32 nones. Please verify the total and composition of your phones before signing this preement.
Annual M NYS Sale Total:	faintenance Charge: \$1,728.00 (\$4.50 x 32 phones x 12 months) es Tax: \$1,728.00
Starting d	late of Maintenance Agreement <u>01/10/24</u> thru <u>01/10/25</u>
Customer	r Signature Date
Eric C. B	uckley Date

At a Regular Meeting of the Town Board of the Town of North Greenbush held at 7:00 p.m. on January 11, 2024, at the Town Offices

WITH THE NORTH GREENBUSH A ASSOCIATION	MBULANCE	
	The state of the s	
BE IT RESOLVED, the Town Board of of the attached 2024 contract with the Nauthorized to execute the same; and		
IT IS FURTHER RESOLVED that, as fees for services rendered to District re-	-	iation is authorized to collect
Councilperson Town Board voted as follows:	moved, Councilperson	seconded and the

IN THE MATTER OF APPROVING A CONTRACT

Councilwoman Hoffman

Councilwoman Merola

Councilman Gordon

Councilwoman Sabo

Supervisor Bott

Resolution 2024-01-03

AGREEMENT (Contract)

This AGREEMENT made the 1st day of January, 2024 by and between the Town Board of the Town of North Greenbush, on behalf of the North Greenbush Ambulance District # 1, a district organized and formed pursuant to law, hereinafter known as the "District" or "Town" and the North Greenbush Ambulance Association, Inc., a duly organized Not-for-profit corporation, with its address at Box 99, Wynantskill, New York, hereinafter known as the "Ambulance Association"

WITNESSETH:

WHEREAS, pursuant to Section 198 of the N.Y. Town Law, the Town Board on behalf of the North Greenbush Ambulance District # 1, may contract to provide emergency medical services, a general ambulance service, or a combination of such services for the purpose of providing pre-hospital emergency medical treatment and for transporting sick or injured persons found within the boundaries of the District to the nearest appropriate emergency care facility recognized by the New York Health Department, and according to the patient's needs, and

WHEREAS, the Ambulance Association maintains adequate and suitable equipment for furnishing proper ambulance service and emergency medical service and has sufficient trained and

experienced personnel for operation, maintenance and repair of emergency medical service or ambulance vehicles and for the furnishing of pre-hospital emergency treatment, and NOW, THEREFORE, pursuant to a resolution duly adopted at a regular Town Board meeting of the Town of North Greenbush, the Town Board on behalf of the North Greenbush Ambulance District # 1, hereby contracts with the Ambulance Association for general ambulance services and pre-hospital emergency treatment and the Ambulance Association agrees to furnish such general ambulance services and pre-hospital emergency treatment upon the following terms and conditions.

- 1. The area to be serviced is the territorial boundaries of the North Greenbush Ambulance District # 1, which includes the entire Town of North Greenbush.
- 2. The services shall include pre-hospital emergency treatment, emergency-medical service, and other general ambulance services to carry persons from the Town to hospitals in Troy and Albany, New York, or wherever necessary, pursuant to N.Y. Public Health Law, Article 28.
- 3. The Ambulance Association shall carry Liability Insurance in the sum of \$3,000,000.00 single incident, for bodily injury or property damage combined and the District and the Town shall be named as an additional insured on its policies. The Town will be given a Certificate of Insurance by January 1 of the contract year.
- 4. The term of this agreement is 1 year, from January 1, 2024 to December 31, 2024.
- 5. A. The Ambulance Association will seek revenue recovery from persons utilizing the ambulance service. The District (Town) shall, as appropriate, establish fee schedules for services rendered in consultation with the Association. It is expressly understood that the fees so collected for services rendered to district residents shall be the property of the Town and shall be used by the Association as hereinafter set forth.

- B. The Ambulance Association shall use all fees described in paragraph 5A herein as part of their reimbursement for services rendered under the contract.
- C. The expenses incurred for pursuing revenue recovery shall be born by the Ambulance Association and they may contract with vendor(s) to supply such services. The Association shall make reasonable efforts to collect all amounts billed.
- D. In addition, the District shall pay to the Ambulance Association, for enhanced services rendered above those paid to the Ambulance Association from the collection of fees, during the period January 1, 2024 to December 31, 2024, as identified in Appendix A and the 2024 Town of North Greenbush Final Budget, the sum of \$430,000. The first installment of \$215,000 shall be paid no later than March 15, 2024. A second installment of \$193,500 no later than July 15, 2024. A final installment in the amount of \$21,500 shall be paid within 15 days after the Town receives the required 2023 audit of the Association.
- E. Attached hereto as Appendix A is a budget projecting insurance billing income for the 2024 year. As stated in paragraph 5A herein, all such billing income is the property of the Town, but may be used by the Association to pay expenditures listed in Appendix A. All billing income in excess of the projected insurance income that is collected during the contract period shall be paid over to the Town. The Association may, however, apply to the Town to receive some or part of the excess amounts collected to defray operating expenses. The Town may, in its sole discretion agree to amend the contract to permit additional payments.
- 6. The Ambulance Association is prohibited from assigning, transferring or otherwise disposing of this contract or its rights, title or interest therein to any person, company, corporation, or municipality without the written consent of the Town Board.
- 7. The parties reserve the right to renegotiate or terminate this agreement with notice of 90 days to be served personally or by registered mail at any time prior to its expiration.
- 8. To the fullest extent permitted by law, AMBULANCE ASSOCIATION will defend, indemnify and hold harmless the TOWN and DISTRICT in any claim for personal injuries, damages, or administrative enforcement arising out of THEIR operations, actions, or obligations under the AGREEMENT. To the fullest extent permitted by law, the TOWN will indemnify and hold harmless AMBULANCE ASSOCIATION in any claim for personal injuries, damages, or administrative enforcement arising out of the TOWN's or DISTRICT's operations, actions, or obligations under this AGREEMENT.

9. Audit and Financial Control

On A Monthly Basis:

- a. AMBULANCE ASSOCIATION will provide the TOWN with reports prepared by AMBULANCE ASSOCIATION or its billing vendor evidencing the number of calls generating bills, amounts billed, revenue received, accounts deemed uncollectible and such other non-privileged financial information as the TOWN may require.
- b. AMBULANCE ASSOCIATION will provide the TOWN with copies of bank statements and account reconciliations. The reports and documentation required herein will be provided to the TOWN in a format acceptable to the Town Comptroller. Nothing herein shall require AMBULANCE ASSOCIATION to disclose a patient's identity or other protected health information as governed by HIPAA or other governmental statute, rule or regulation.

On An Annual Basis:

- c. AMBULANCE ASSOCIATION will have an audit of its financial status and revenue recovery operations performed by a certified public accountant and a copy of such audit shall be provided to the TOWN at its own expense. This audit shall be filed with the Town no later then August 1.
- d. Revenue collected by AMBULANCE ASSOCIATION will be deposited in a federally insured bank account. Donations made to AMBULANCE ASSOCIATION shall not be considered revenue for purposes of this paragraph.

10. SEVERABILITY

To the extent permitted by law, if any provision of this AGREEMENT is deemed by a Court of competent jurisdiction to be void or voidable, all other provisions shall remain enforceable and effective.

Supervisor, Town of North Greenbush

President, North Greenbush Ambulance Association, Inc.

	1	
North Greebush Ambulance	2024 Proposed I	Budget
		-
Description of Expenditures	2022	2024
Proposed Expenditure	2023	
- 10 all	Projected	Projected
Building Expenses	\$8,000	\$10,000
Communications	\$3,000	\$2,000
Contractual Services	\$2,000	\$2,000
Equipment	\$10,000	\$10,000
Insurance	\$88,000	\$88,000
Medical Supplies	\$20,000	\$32,000
Membership	\$2,000	\$2,000
Office Supplies	\$1,000	\$1,000
Payroll	\$780,000	\$820,000
Professional fees	\$73,540	\$75,000
Physicals	\$1,000	\$1,000
Taxes	\$5,000	\$5,000
Training	\$2,000	\$2,000
Uniforms	\$3,000	\$3,000
Utilities	\$20,000	\$20,000
Vehicle Fuel	\$12,000	\$14,000
Vehicle Loan	\$17,000	\$0
Vehicle Maintenance	\$20,000	\$20,000
Vehicle Replacement	\$20,000	\$36,000
Vehicle Purchase		
Total	\$1,087,540	\$1,143,000
The state of the s		
Proposed Revenue		
Rent	\$17,000	\$17,000
Insurance Revenue	\$650,000	\$688,000
Town contract	\$412,540	\$430,000
Other Revenue	\$8,000	\$8,000
Sub total	\$1,087,540	\$1,143,000
Grants		

At a Regular Meeting of the Town Board of the Town of North Greenbush held at 7:00PM on January 11, 2024, at the Town Offices

IN THE MATTER OF THE ADOPTION OF
PROCUREMENT, CREDIT CARD AND
INVESTMENT POLICIES AND PROCEDURES
WHEREAS, the North Greenbush Town Board has adopted procurement, credit card and investment policies and procedures every year; and,
WHEREAS, the Town Board has from time to time amended and added to such policies; and,
NOW, THEREFORE, BE IT RESOLVED, that the procurement, credit card and investment policies and procedures attached hereto are hereby adopted, and,
BE IT FURTHER RESOLVED, that the Town Clerk shall send a copy of such policies and procedures to the Department Heads of the Town.
Councilperson moved, Councilperson seconded and the Town Board voted as follows:
Councilwoman Hoffman
Councilwoman Sabo
Councilwoman Merola
Councilman Gordon

Resolution 2024-01-04

Supervisor Bott

TOWN OF NORTH GREENBUSH PROCUREMENT POLICY (January 2024)

Guideline 1

Every prospective purchase of goods or services shall be evaluated to determine the applicability of GML (General Municipal Law 103). Every Town officer, board, department head or other personnel with the requisite purchasing authority (hereinafter Purchaser) shall estimate the cumulative amount of the items of supply or equipment needed in a given fiscal year. That estimate shall include the canvass of other town departments and past history to determine the likely yearly gathered and conclusions reached shall be documented and kept with the file or other documentation supporting the purchase activity.

Guideline 2

All purchase of a) Supplies or equipment which will exceed \$20,000 in the fiscal year or b) public works contracts over \$35,000 shall be formally bid pursuant to GML, 103, or otherwise permitted by law.

Guideline 3

All supplies or equipment purchases of:

- Less than \$20,000 but greater than \$3,000 require a written request for a proposal (RFP) and written/fax quotes from 3 vendors.
- Less than \$3000 but greater than \$1000 require an oral request for the goods and oral/fax quotes from 2 vendors
- Less than \$1000 but greater than \$250 are left to discretion of the Purchaser and must be cleared by the Comptroller.

All public works contracts purchases of:

- Less than \$35,000 but greater than \$10,000 require a written RFP and fax/proposals from 3 contractors
- Less than \$10,000 but greater than \$3,000 require a written RFP and fax/proposals from 2 contractors.
- Less than \$3000 but greater than \$500 require a written RFP and fax/proposals from 2 contractors and must be cleared by the Comptroller.

Any written RFP shall describe the desired goods, quantity and the particulars of delivery. The purchaser shall compile a list of all vendors from whom written/fax/oral quotes have been requested and the written/fax/oral quotes offered.

All information gathered in complying with the procedures of this guideline shall be preserved and filed with the documentation supporting the subsequent purchase of public works contract.

State Contract prices can be utilized when appropriate.

Guideline 4

The lowest responsible proposal or quote shall be awarded the purchase or public works contract unless the purchaser prepares a written justification providing reasons why it is in the best interest of the town and its taxpayers to make an award to other than the low bidder. If a bidder is not deemed responsible, facts supporting that judgment shall also be documented and filed with the record supporting the procurement.

Guideline 5

A good faith effort shall be made to obtain the required number of proposals or quotations. If the purchaser is unable to obtain the required number of proposals or quotations, the Purchaser shall document the attempt made at obtaining the proposals. In no event shall the inability to obtain the proposals or quotes be a bar to the procurement.

Guideline 6

Except when directed by the Town Board, no solicitation of written request for proposals or quotations shall be required under the following circumstances:

- a) Acquisition of professional services;
- b) Emergencies;
- c) Sole source situations;
- d) Goods purchased from agencies for the blind or severely handicapped;
- e) Goods purchased from correctional facilities;
- f) Goods purchased from another governmental agency;
- g) Goods purchased at auction;
- h) Goods purchased for less than \$250.00;
- i) Public works contracts for less than \$500.00;
- j) Ambulance, Fire and Emergency Medical Services;

Guideline 7

This policy shall be reviewed annually by the Town Board at its organizational meeting or as soon thereafter as is reasonably practical.

Guideline 8

Department Managers, in their budget submission, will detail their forecasted purchases for their expense and equipment line items. Anything beyond these itemized purchases that is \$250 or more must be cleared through the Comptroller before making a commitment to purchase. Where essential general purchase categories, such as vehicle repair, are reaching their projected limit, the Comptroller will alert the Department Manager and will work with him or her to adjust the budget, if possible, in order to accommodate the increase in spending.

Guideline 9

The Town of North Greenbush Town Board recognizes the responsibility to take effective measures to reduce or limit the environmental impacts and conserve resources, and hereby authorizes the following Community Smart Procurement Policy:

--Energy Use: Priority shall be given to products and services which consume the least amount of energy in their manufacture, use and disposal. Where possible, Energy Star qualification and/or an equivalent elevated measure of efficiency should be a minimum requirement in any energy consuming equipment, device, vehicle or appliance purchase. "Energy Star" products mean products that are certified by the United States Department of Energy or the Environmental Protection Agency as Energy Star or that are certified under the Federal Energy Management Program to reduce energy usage and thereby energy costs. The Town will adhere to the Energy Star program with purchases with the following exceptions: the product is not available competitively; the product is not available for delivery within a reasonable time frame; and the product does not meet appropriate performance standards or specifications.

--Sustainability of Materials: Priority shall be given to products and services which incorporate products which are made from sustainable materials, and/or contain a significant level of recycled or reprocessed material and which are manufactured locally, and/or which are packaged to reduce transportation costs.

--Packaging: Priority shall be given to products which are minimally packaged using recycled, recyclable or biodegradable packaging materials.

-Environmental Impacts: Priority shall be given to products which reduce impacts on the environment during manufacture, use or disposal and produced from responsibly managed forests that provide environmental, social and economic benefits pursuant to forest stewardship principles.

--Health Impacts: Priority shall be given to products and services which reduce or eliminate health risks to employees and/or citizens in their manufacture, use or disposal.

-Bid documents and requests for proposals shall be prepared to encourage environmentally preferable purchases and service by incorporating bidding specifications that procure goods and services with a reduced environmental impact where appropriate.

-Nothing in this policy shall be construed as requiring the procurement of products or services that do not perform adequately for the intended use or are not available at a reasonable price in a reasonable period of time.

"TOWN AUTHORIZED CREDIT CARD USE and PURCHASING POLICY" (January 2024)

The Town of North Greenbush has determined that it is in its best interest to utilize a Town authorized credit card to supplement existing Procurement Procedures. As such, the town will establish an account with a local lending institution to obtain one (1) credit card that will be under the control of the Town Comptroller and will be provided to Department Heads, or their designee, when necessary, for authorized purchases of goods or services from suppliers and vendors and for authorized internet purchases.

The purpose of this procedure is to:

- Ensure responsible, efficient and legal use of the Town authorized credit card;
- Establish necessary internal controls for credit card use; and,
- Make certain that the credit card is used in strict compliance with the Town Procurement and Purchasing Policy.

PROCEDURE:

- 1. The credit card shall only be utilized for the purchase of goods or services necessary for "official" Town Business and is considered the option of last resort for making any purchase.
- 2. The credit card will be utilized by the Department Head. The Department Head may designate two (2) authorized Department employees who may also use the credit card. Names of authorized users will be kept on file in the Comptroller's Office. The Department Head or designee will be responsible for credit card use and ensuring that all applicable procedures and internal controls are followed.
- 3. The Department Head or designee will obtain the credit card from the Comptroller when a purchase is necessary and advise the Comptroller of the nature and purpose of the purchase. Any single purchase over \$250 will require Comptroller approval before being made.
- 4. At the time of purchase the authorized user of the credit card is required to advise the merchant that the Town is exempt from New York State and Local sales tax. A copy of the tax-exempt certificate is available from the Comptroller's Office. The Town will not pay any sales tax associated with authorized purchases.
- 5. Promptly following the credit card purchase the authorized user will return the card to the Comptroller's Office accompanied with the receipt and documentation

- detailing the required purchase, date of purchase and Department account to be subsequently charged for the purchase.
- 6. The authorized user of the credit card is responsible for its protection and safeguarding. In the event the card is lost, stolen or damaged, the authorized user will immediately notify the Department Head and Comptroller.
- 7. The credit card may not be used for cash advances or any other type of purchase not authorized by Town Procurement and Purchase Policy.
- 8. In the event that an issue or problem arises with the use of the credit card the Department Head will investigate the matter and inform the Comptroller of corrective measure(s) to be taken. Repeated issues with the use of the credit card may result in suspension of credit card use until the Department Head or Comptroller successfully resolves the matter. The Town will charge the credit card user for the cost of goods or services of any unauthorized credit card purchase(s) not in compliance with Procurement and Purchasing Procedures.
- 9. This procedure will take effect immediately. Department Head's will ensure that all designee credit card users are fully aware of this policy.

At a Meeting of the Town Board of the Town of North Greenbush held at 7:00 p.m. on January 11, 2024, at the Town Offices

IN THE MATTER OF THE APPROVAL OF BUILDING
PERMIT, ZONING BOARD AND PLANNING BOARD
FEES EFFECTIVE JANUARY 2024

BE IT RESOLVED, the Town Board of the Town of North Greenbush does hereby approve the attached list of Building Permit Fees effective January 2024:

Councilperson	moved, seconded by Councilperson
seconded and the Town Board voted as i	follows:
Supervisor Bott	
Councilman Gordon	
Councilwoman Hoffman	n
Councilwoman Sabo	
Councilwoman Merola	

RESOLUTION 204-01-05

Town of North Greenbush Building Permit Fees (effective January, 2024)

1. Permits for residential (single family dwellings):

- New residential primary structure: \$0.25/sq. ft.
- Additions to existing structures, including attached garages: \$0.20/sq. ft. with a min fee of \$100.00
- Decks & Porches: up to 200 sq. ft.: \$60.00 over 200 sq. ft.; \$120.00
- Renovations/Modifications: \$.20/sq. ft. with a minimum fee of \$100.00
- All HVAC & Gas Fireplaces: \$75.00
- Detached garages, Sheds, Accessory buildings: \$.20/sq. ft. with a min fee of: \$50.00
- Roofing: \$100.00
- Solar Roof: \$300.00
- Ground Mounted Solar Residential: \$300.00
- EV Charging Station Residential: \$100.00
- Siding: \$100.00
- Swimming Pools: above ground: \$50.00 in-ground: \$100.00
- Fill: \$200.00 (then \$25.00 every load after) Earthwork: \$200.00
- Use of Town water/hydrant to fill swimming pool: \$100 plus the metered sale of water
- Filling in of in-ground swimming pool; \$50.00
- Demolitions: Accessory structure; \$50.00 One or two family dwellings; \$200.00 Sheds; \$40.00 no asbestos report needed for sheds
- Underground tank removal: \$150.00
- Misc... Solar Hot Water System; \$100.00
- Returned Check Fee: \$35.00

2. Permits for multi-family occupancies (two or more dwellings per structure):

• New Building for Multiple Dwelling units such as apartment house, motels, etc. Up to the first 1,000 SF: \$1000 Over 1,000 SF: \$.50/SF

c:\kc\form\building zoning planning fees effective January 2024 updated: January 2024 • Renovations/alterations/modifications; \$.40/sq. ft. with a min fee of \$100.00

Accessory buildings; \$.20/sq. ft. with a minimum fee of \$100.00

Decks & porches: - up to 100 sq. ft.; \$60.00
 - over 100 sq. ft.; \$120.00

• Swimming pools: \$300.00

Roofing:

\$100.00

Siding:

\$100.00

• Demolitions: Accessory building; \$75.00; Two family dwelling: \$200.00; any dwelling with greater than 2 units; \$300.00

3. Permits for non-residential occupancies/commercial:

New Building for Non-Residential or Mixed Use

The to the first 1,000 SE: \$1,000

Orang 1,000

Orang 1,0

Up to the first 1,000 SF: \$1,000

Over 1,000 SF:

\$.50/SF

- Additions; \$.40/sq. ft. with a min of \$300.00
- Renovations, alterations, modifications; \$.40/sq. ft. with a min of \$300.00
- Commercial Accessory Building; \$.50/sq. ft. with a min of \$250.00
- Solar Roof: \$750.00
- EV Charging Station: Commercial: \$200.00
- Ground Mounted Solar Commercial: \$800.00
- Large Scale Solar Farms: \$4000.00 (per MWH Mega Watt Hour)
- Roofing: Shingles; \$250.00 Flat Roof; \$250.00
- Signs: \$5.00/sq. ft
- Demolitions; \$.10/sq. ft. with a min of \$750.00

Telecommunications Tower: New Tower: \$8000.00

Co-location & new equipment: \$3000.00

Replacement of existing equipment: \$1000.00

4. Operating Permits; \$50.00 Annual Permit

Miscellaneous Fees:

Inspections made before or after regular workdays/work hours:

-\$100.00/hour with a 2 hour minimum

Zoning conformance letter for all commercial properties-including multi-family residential: \$50.00

c:\lcc\forms\building zoning planning fees effective January 2024 updated: January 2024

Planning Board Fees

Chapter 155 Site Plan Review Fees - replaces 95-2(F):

- 1.) Residential
 - a.) Preliminary review: \$750.00 for the first four units, plus \$100.00 each additional unit.
 - b.) Final review: \$500.00 for the first four units, plus \$100.00 each additional unit.
 - c.) Review and inspection: \$75.00
 - d.) Plus reimbursement of expenses per 95-4
- 2.) Non-Residetial
 - a.) New site plan: \$1000.00 per acre or part of an acre, plus reimbursement of expenses per 95-4 with a \$1000.00 minimum fee.
 - b.) Modified or revised site plan: \$500.00 per acre or part of an acre, plus reimbursement of expenses per 95-4.

Chapter 163 Subdivision Fees - replaces 95-2(H):

Minor Subdivision:

Preliminary review: \$400.00/proposed lot

Final Réview:

\$300.00/lot

Reimbursement of engineering and legal expenses per attachment

Major Subdivision:

Preliminary review: \$2500.00 for the first 10 lots, \$100 for each additional lot

Final Review:

\$2000.00 for the first 10 lots, \$100 for each additional lot

Reimbursement of engineering and legal expenses per attachment

Chapter 197 Zoning Board Fees – replaces 95-2(I)

Area Variances:

Residential single family - lot Area Variance: \$100.00

Non-Residential Area Variance: \$300.00

Use Variances:

Single family residential Use Variance: \$200.00

Non-Residential Use Variance: \$500.00

Special Permits:

Residential single lot special permit: \$50.00 Non-Residential special permit: \$150.00

Plus reimbursement of legal and engineering expenses per 95-4 for all variance and special permit applications.

Stormwater Pollution Prevention Plan Fees

SWPPP Fees:

SWPPP Review & Acceptance:

- Single Family Home Basic SWPPP:

\$250.00

- Basic SWPPP:

\$1000.00

- Full SWPPP: Minimum fee: \$2,500 plus additional fee as determined by the Planning Board approval process.

Notice of Termination (NOT) review and sign off: \$500.00

Required monthly SWPPP inspection:

- Single Family basic SWPPP:

\$125.00 per inspection

- Basic SWPPP:

\$250.00 per inspection

- Full SWPPP:

\$400.00 per inspection

Additional fees may be applied for SWPPP modification review; DEC enforcement actions; and reinspection due to site non-compliance with SWPPP practices.

Large Scale Solar Facilities

- Building permit fees as per the fee schedule
- SWPPP fees noted above
- Engineering and legal fees determined based on the project scope

Operational Permits - Required

- 1. Aerosol products Level 2 or 3 aerosol in excess of 500 pounds \$50
- 2. Amusement Buildings \$75
- 3. Aviation Facilities \$50
- 4. Carbon Dioxide systems used in beverage dispensing applications having more than 100 pounds -\$50
- 5. Carnivals and Fairs \$100
- 6. Cellulose nitrate film Group A occupancy \$50
- 7. Combustible Dust producing operations -- as defined in Ch.2 of IFC \$50
- 8. Combustible Fibers quantities greater than 100 pounds, not required for agricultural storage \$50
- 9. Compressed Gases in excess of Table 105.6.9 of IFC \$50
- 10. Covered and Open Malls \$100
- 11. Cryogenic Fluids in excess of Table 105.6.11 IFC \$50
- 12. Cutting and Welding \$50
- 13. Dry Cleaning \$50
- 14. Exhibits and Trade Shows \$75
- 15. Explosives including Fireworks \$100
- 16. Fire Hydrants and Valves \$50
- 17. Flammable and Combustible Liquids \$75
- 18. Floor Finishing exceeding 350 square feet \$50
- 19. Fruit and Crop ripening \$50
- 20. Fumigation and Insecticidal Fogging Operate a Business -\$50
- 21. Hazardous Materials in excess of Table 105.6.21 IFC \$50
- 22. HPM Facilities (hazardous production material) \$\$50
- 23. High Piled Storage exceeding 500 square feet \$50
- 24. Hot Works Operations Public demonstration, inside of a structure, fixed site, within wildfire risk area, roof coverings, and program within a facility \$80
- 25. Industrial Ovens \$50
- 26. Lumber Yards and Woodworking plants\$50
- 27. Liquid or gas fuel vehicles or equipment in assembly buildings \$50
- 28. Storage and use of LP Gas \$100
- 29. Magnesium More than 10 pounds \$50
- 30. Miscellaneous Combustible Storage excess of 2500 cubic feet \$50
- 31. Motor Fuel dispensing facilities \$100
- 32. Open Burning exception Recreational Fires See List
- 33. Open Flames and Torches Remove paint or in a wildfire area \$50
- 34. Open Flames and Candles in Assembly spaces, restaurants and drinking establishments \$50
- 35. Organic Coatings more than 1 gallon \$50
- 36. Places of Assembly \$50
- 37. Private Fire Hydrants \$50
- 38. Pyrotechnic special effects material \$50
- 39. Pyroxylin Plastics more than 25 pounds \$50
- 40. Refrigeration Equipment Ch.6 IFC \$50
- 41. Repair Garages and Motor Fuel-dispensing facilities \$50

- 42. Roof Top Heliports \$50
- 43. Spraying and Dipping Ch. 24 IFC \$75
- 44. Storage of Scrap Tires and Tire Byproducts excess of 2500 cubic feet \$50
- 45. Temporary Membrane Structures excess of 400 square feet See List
- 46. Tire-rebuilding plants \$50
- 47. Waste Handling wrecking yards, junk yards and waste material-handling facilities \$50
- 48. Wood Products store chips, hogged material, lumber or plywood in excess of 200 cubic feet \$50
- 49. Issuing Duplicate Operating Permits \$10
- 50. Reinstate Revoked Operational Permit \$300

Fire Safety Inspections and related Permits and Inspections:

Fireworks Permit: \$100.00

Public School Fire Inspection: \$ 100.00 per booklet

Private School Inspection: \$ 100.00 per booklet

Multiple Dwelling: Group R Occupancies:

Change in tenant – C.O. \$ 50.00 0 – 10 units: \$ 30.00 11 – 20 units: \$ 60.00 21 – 30 units: \$ 90.00

31 – 50 units: \$ 2.00 per unit/\$150.00 51 – 100 units: \$ 1.75 per unit/\$300.00 100+ units: \$ 3.00 per unit/\$200.00

Business & Mercantile

Per tenant up to 2,500 sf \$ 50.00 2500 - 10,000 sf \$ 100.00 Not to exceed over 10,000 sf \$ 300.00

Industrial & Storage

Per tenant up to 5,000 sf \$ 50.00 Per each additional 500 sf - 1,000 sf \$ 100.00 Not to exceed over 10,000 sf \$ 300.00

Assembly Spaces

1 to 50 occupants per tenant \$ 50.00 51 - 99 \$ 80.00 100-300 \$ 100.00 + \$ 75.00 301 - 1000 \$ 120.00 + \$ 75.00 1000 plus \$ 150.00 + \$ 75.00

Total Inspection fee not to exceed \$ 300.00

Institutional

Per tenant up to 2,500 sf \$ 100.00 Per each additional 2,500 sf - 10,000sf \$ 150.00 Over 10,000 sf \$ 200.00

<u>Miscellaneous</u>

Per tenant up to 2,500 sf \$ 120.00 Per each additional 2,500 sf - 10,000sf \$ 120.00

Hazardous Group H Occupancies:

Per tenant up to 5,000 sf \$ 100.00 + \$75.00 Per each additional 1,000 sf over 5,000 sf \$ 200.00 + \$75.00 Total inspection fee not to exceed \$ 300.00 + \$75.00

Family Day Care

\$ 60.00

Adult Care	\$ 60.00	
Group Family Day Care	\$ 60.00	
Operational Permit (New)	\$ 75.00	
Reinstate revoked Operational Permit (New)	\$ 300.00	
Re-Inspections	\$ 100.00	
Truss Placarding (New)	\$ 80.00 + cos	t of placecard
Hazardous Materials Technical Assistance Fees	\$ 150.00	(Hourly rate and/or overtime rate of personnel
Off Hour Inspections	\$ 150.00 per h	our/2 hour minimum
Miscellaneous Inspections	\$ 100.00	
Home Day Care Inspections	\$ 60.00	
Late Fee:	\$ 100.00	
Blasting/Per Day:	\$ 250.00	
Fire Protection Plan Review to replace exis Witness Final Acceptance Test: Tent Fees up to 400 sq. ft. Tent Fees over 400 sq. ft 2500 sq. ft. Over 2500 sq. ft. to Circus Tent	ting system	\$ 75.00 Per Hour \$ 50.00 \$ 75.00 \$ 150.00 \$ 250.00
Food Truck Inspections: Private event at residence/1 day Special Events (ex: fairs, food truck fairs) Yearly		\$ 100.00 \$ 150.00 \$ 250.00
Fire Flow Test Courtesy/Requested Open burning at private residence/yearly Agriculture Fire Permit: Commercial 20 Acres Greater than 20 Acres		\$ 150.00 \$ 75.00 \$ 25.00 \$ 250.00 \$ 500.00
Special open burning-bonfire/commercial Certificate of Occupancy (CO) Mass Gatherings with Assignment of Perso Fire watch:	nnel	\$ 25.00 \$ 100.00 \$ 300.00 + stand by fees \$ 100.00 per hour

Required Construction Permits (\$150.00 each)

- 1. Automatic Fire-Extinguishing Systems
- 2. Battery Systems More than 50 gallons
- 3. Compressed Gases Excess Table 205.6.9 IFC
- 4. Cryogenic Fluids exceeds amounts Table 105.6.11
- 5. Emergency Responder radio coverage systems
- 6. Fire Alarm and Detection Systems and related equipment
- 7. Fire Pumps and related equipment
- 8. Flammable and Combustible Liquids
- 9. Gates and Barricades across fire apparatus access roads
- 10. Hazardous Materials exceeding Table 105.6.21 IFC
- 11. Industrial Ovens Ch. 30 IFC
- 12, LP gas installation or modification of LP gas system
- 13. Private Fire Hydrants
- 14. Smoke control or smoke exhaust systems
- 15. Solar power systems
- 16. Spraying or dipping
- 17. Standpipe systems
- 18. Temporary Membrane structures and tents exceptions camping, funeral, open all sides max. 700 square feet, aggregate area of multiple tents without fire break clearance of not less than 12 feet shall not exceed 700 square feet, maximum clearance to structures 12 feet

At a Regular Meeting of the Town Board of the Town of North Greenbush held at 7:00 p.m. on January 11, 2024 at the Town Offices

IN THE MATTER OF ESTABLISH			
TOWN WATER USER RATES PUI		CREASE	
BY THE CITY OF TROY FOR WA	TER PURCHASES		
WHEREAS, the Town of North Green drinking water that is supplied to all p			
WHEREAS, in accordance with that of 10 % rate increase on the sale of water			
WHEREAS, rate increase for an avera year increase for water usage; and,	age sized family wou	lld amount to an estim	ated \$50 per
NOW THEREFORE BE IT RESOLV. the Town Code, effective January 1, \$5.80 per one thousand gallons for all	2024, water rates for	the Town of North G	
Councilman move seconded and the Town Board voted	d, Councilman as follows:		
			· ·
Councilwoman Hoffman			
Councilwoman Sabo			
Councilman Merola			•
Councilwoman Gordon			
Supervisor Bott	the state of the s		

Wm. Patrick Madden Mayor



Andrew Piotrowski
City Comptroller

Chris Nolin
Deputy Mayor

Office of the Comptroller City Hall 433 River Street Troy, New York 12180

December 13, 2023

Town of North Greenbush Utilities Department 2 Douglas Street Wynantskill, NY 12198

Re: City of Troy Water Rate Increase

Dear Utilities Department:

Please be advised that on November 30, 2023 the Troy City Council approved a new water rate effective January 1, 2024 as part of the 2024 fiscal year budget process. Per the agreement between the City of Troy and Town of North Greenbush, the 2024 water rate, effective January 1, 2024, shall be \$5.097/1,000 gallons.

Please let me know if you have any questions.

Sincerely,

Andrew Piotrowski City Comptroller

Cc: Hon. Wm. Patrick Madden, Mayor (Troy)

Chris Nolin, Deputy Mayor (Troy)

Richard T. Morrissey, Corporation Counsel (Troy)

Andrew Golden, DPU (Troy)

At a Regular Meeting of the Town Board of the Town of North Greenbush held at 7:00 p.m. on January 11, 2024, at the Town Offices

IN THE M	ATTER (OF APP	ROVING	THE
ATTORNE	Y RETA	INER A	AGREEM	ŒNT

WHEREAS the Town Board approves the retainer agreement with the legal firm, Roemer Wallens Gold & Mineaux.

NOW THEREFORE BE IT RESOLVED, the retainer fee is to be paid monthly, at the rate of \$2,450.00 per month.

Councilman moved, Councilman seconded and the Town Board voted as follows:

Councilwoman Hoffman	
Councilman Gordon	
Councilwoman Sabo	
Councilwoman Merola	
Supervisor Bott	

Resolution 2024-01-07

At a Regular Meeting of the Town Board of the Town of North Greenbush held at 7:00 p.m. on January 11, 2024, at the Town Offices

IN THE MATTER (A FULL-TIME AU	OF THE APPOINTMENT OF TO MECHANIC	F
WHEREAS, intervie to fill a vacant positi	ews were conducted for the hi	iring of a Full Time auto Mechanic
NOW THEREFORE Superintendent, Josh Mechanic per budge	nua Ricci is hereby appointed	the recommendation of the Highway to the position of Full Time Auto
Councilman seconded and the To	moved, (wn Board voted as follows:	Councilman
	Councilwoman Hoffman	All sections and the section of the
	Councilwoman Merola	
	Councilwoman Sabo	
	Councilman Gordon	

Resolution 2024-01-08

Supervisor Bott

At a Regular Meeting of the Town Board of the Town of North Greenbush held at 7:00 p.m. on January 11th at the Town Offices

IN THE MATTER OF THE APPOINTMENT OF A SEASONAL LABORER FOR THE HIGHWAY DEPARTMENT
WHEREAS applications are accepted and reviewed continuously for the hiring of a to fill a seasonal laborer position for the Town of North Greenbush Highway Department; and,
NOW THEREFORE BE IT RESOLVED, that at the recommendation of the North Greenbush Highway Superintendent, Nicholas Mesley, is hereby appointed to the position of seasonal laborer per budget.
Councilperson moved, Councilperson seconded and the Town Board voted as follows:
Councilwoman Hoffman
Councilwoman Merola
Councilwoman Sabo

Resolution 2024-01-09

Councilman Gordon

Supervisor Bott

At a Regular Meeting of the Town Board of the Town of North Greenbush held at 7:00 p.m. on January 11, 2024, at the Town Offices

BE IT RESOLVED, the Town Board of the Town of North Greenbush does hereby authorize the Town Supervisor to execute the attached lease agreement with Rensselaer County for the rental of two rooms in Town Hall for 2024.

	uncilperson and voted as follows:	moved, Councilperson	seconded,
	Supervisor Bott		
٠.	Councilwoman Hoffman	\$poon\$PARACACES	
	Councilwoman Merola		
·	Councilman Gordon	Name and Additional of the State of the Stat	
	Councilwoman Sabo		

RESOLUTION 2024-01-10

LEASE AGREEMENT

THIS AGREEMENT ("Agreement") entered as of the date set forth by and between the Town of North Greenbush, with its offices at 2 Douglas Street, Wynantskill, NY 12198 ("Landlord") and County of Rensselaer, with an office at 99 Troy Road, East Greenbush, NY 12061 ("Tenant"). Landlord and Tenant may be hereinafter referred to as the "Parties".

WHEREAS the parties have reached an agreement for the lease by landlord to Tenant of certain premises described in Section 1.1 of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties have agreed as follows:

ARTICLE I – LEASE

1.1.1 Leased Premises – Subject to the terms and conditions herein set forth, Tenant hereby rents from Landlord and Landlord hereby leases and grants to Tenant two classrooms in a building commonly known as the Town Offices of the Town of North Greenbush, located at 2 Douglas Street, Wynantskill, New York, together with the undersigned right to use, in common with the Landlord and other tenants, parking spaces, toilets, hallways, recreation areas, meeting rooms, and other areas of a like or similar nature.

ARTICLE II - SERVICES TO BE PROVIDED BY LANDLORD

2.1 Landlord at their sole cost and expense shall provide the following to the Leased Premises: structural maintenance of the Leased Premises; heat; air conditioning, if any; plumbing; water; maintenance of the Leased Premises; cleaning services as provided in Section 2.2 and such other cleaning, maintenance and custodial services normally performed for Landlord's common areas.

ARTICLE III- LEASE TERM; PAYMENTS; RENEWAL

- 3.1 Lease Term. The term of this lease shall commence on January 1, 2024, and shall terminate on December 31, 2024, the ("Lease Term").
- 3.2 Rental Payments. In consideration of the covenants and obligations herein undertaken by Landlord, Tenant shall pay to Landlord rent in the sum of \$ 3,900.00 in quarterly payments,

ARTICLE IV - USE OF LEASED PREMISES

4.1 Tenant shall use and occupy the Leased Premises during the Lease Term and any Renewal Term for Public Safety Programs and public safety education purposes.

ARTICLE V - TENANT'S OBLIGATIONS

- 5.1 Maintenance and Repairs. The tenant shall take good care of the Leased Premises. At the end or other expiration of the Lease Term or any Renewal Term, Tenant shall deliver up the Leased Premises in good order and condition, damages by the elements and reasonable wear and tear excepted. Tenant shall make no alteration or changes in the Leased Premises unless it has first received written consent from Landlord. Such consent shall not be unreasonably withheld. Notwithstanding anything contained herein, the parties agree that Tenant shall be under no obligation to make structural repairs to the Leased Premises or the Building or correct structural defects, and that all such repairs or corrections shall be performed by Landlord.
- 5.2 Compliance with Laws. Tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and local governments and of any and all their departments and bureaus applicable to the Leased Premises, for the correction, prevention, and abatement or nuisances or other grievances in, upon, or connected with the Leased Premises during the Lease Term and any Renewal Term; and shall also promptly comply with and execute all applicable rules, orders and regulations of the New York Board of Fire Underwriters, or any other similar body.
- 5.3 Assignment/Subletting. Tenant, its successors, representatives, heirs, executors or administrators shall not assign this AGREEMENT, or underlet or underlease the Leased Premises or any part hereof, or make any alterations on the Lease Premises, without Landlord's prior written consent; or occupy, or permit or suffer the same to be occupies for any business or purpose deemed disreputable or extra-hazardous on account of fire, under the penalty of damages and forfeiture, and in the extent of a breach thereof, the Lease Term shall immediately cease and terminate at the option of the Landlord as if it were the expiration of the original Lease Term.
- 5.4 Tenant's Default. If the Leased Premises, or any part thereof shall be abandoned during the Lease Term, or if any default be made in the payment of any Rental Payment or any part thereof, of any default be made in the performance of any of Tenant's covenants herein contained, Landlord or Landlord's representatives may re-enter the Leased Premises by summary proceedings and remove all persons therefrom, without being liable to prosecution therefor. Landlord may rent the Leased Premises on behalf of Tenant, reserving the right to rent the Leased Premises for a longer period of time than fixed in the original lease with releasing Tenant from any liability, applying any moneys collected to the payment of the Annual Rent and all other charges due and to grow due to Landlord, any surplus to be paid to tenant.

5.5 Signs. Tenant shall neither place, or cause to be allowed to be placed, any sign or signs of any kind whatsoever at, in or about the entrance to the Leased Premises or any other part of the same, except in or at such place or places as may be indicated by manner to execute this Lease. Each party has had the opportunity to employ legal counsel and seek advice from such counsel with respect to the Lease, its obligations, terms, and implications, and has sought and received such counsel and advice. Neither this Lease, nor any term or provision of this Lease shall be construed against either Landlord or Tenant, or their respective counsel.

IN WITNESS WHEREOF, Landlord and Tenant have caused the AGREEMENT to be executed as of the day and year first above written.

LANDLORD	TENANT
TOWN OF NORTH GREENBUSH	RENSSELAER COUNTY BUREAU OF PUBLIC SAFETY
ВҮ:	ВҮ:
Name:	Name:
Title:	Title:
Date:	Date:

At a Regular Meeting of the Town Board of the Town of North Greenbush held at 7:00 p.m. on January 11, 2024, at the Town Offices

IN THE MATTER OF THE RENSSELAER COUNTY
INDUSTRIAL DEVELOPMENT AUTHORITY'S GRANTING OF A
SALES TAX EXEMPTION FOR METROPLITAN LIFE INSURANCE
COMPANY AND METLIFE SERVICES AND SOLUTIONS, LLC 2023 PROJECT

WHEREAS Metropolitan Life Insurance Company ("MetLife") is one of the largest global providers of insurance, annuities, and employee benefits; and

WHEREAS MetLife currently has 28 full time and 2 part time employees at its 500 Jordan Road location in the town of North Greenbush ("Facility"); and

WHEREAS MetLife submitted an application to the Rensselaer County Industrial Development Agency ("IDA") requesting a sales tax exemption for a project that involved the maintenance, repair, replacement, and upgrading of computer equipment at the Facility ("Computer Equipment Project"); and

WHEREAS the IDA held a public hearing concerning the sales tax exemption for the Computer Equipment Project on Monday, November 6, 2023, at 10:00 a.m. at the North Greenbush Town Offices at which 3 town residents, including the town supervisor, testified that sales tax exemptions should be tied to job creation; and

WHEREAS no new jobs will be created at the Facility as a result of the IDA's granting of the sales tax exemption for the Computer Equipment Project; and

WHEREAS despite the fact that no jobs will be created as a result of the sales tax exemption for the Computer Equipment Project, the IDA adopted a resolution which granted the requested sales tax exemption valued at twenty-two million and four hundred thousand dollars for the Computer Software and Equipment Project at a regular meeting held on Thursday, November 9, 2023, at 4:00 p.m.; and

WHEREAS the town of North Greenbush will suffer the loss of significant sales tax revenue as a result of the IDA's granting of MetLife's application to the detriment of its residents and business owners; and

THEREFORE BE IT RESOLVED, the Town Board of the Town of North Greenbush does hereby oppose the IDA's approval of MetLife's application for a sales tax exemption for the Computer Equipment Project; and

IT IS FURTHER RESOLVED that this resolution be delivered via US Mail to the IDA at its 1600 $7^{\rm th}$ Avenue Troy New York address/

Cou Town Board voted		moved, Councilpe	erson	seconded and the
				÷ .
Cou	ıncilwoman Hoffman			•
Соц	ıncilman Merola		. —— —	
Cou	ancilman Gordon			
Cor	uncilwoman Sabo			
Sur	pervisor Bott			

Resolution 2024-01-11

At a Regular Meeting of the Town Board of the Town of North Greenbush held at 7PM p.m. on January 11 2024 at the Town Offices

IN THE MATTER OF THE AUTHORIZING TAX COLLECTION AT PIONEER BANK BRANCH LOCATIONS

WHEREAS, the North Greenbush Town Board and the Receiver of Taxes have determined that it is in the best interest of the town to afford property owners enhanced capability for the payment of property taxes which includes multiple payment locations and extended hours; and

WHEREAS, Pioneer Bank has agreed to: deposit all property tax monies collected in an interest bearing Town bank account; furnish receipts to each person paying property tax; maintain appropriate records of Branch deposits showing the date and amount collected and the individual from whom collected; and, will transmit a daily Branch report to the Receiver of Taxes of the amounts collected accompanied by a statement showing deposits credited to the Town bank account, stamped tax bills and any other pertinent information; and,

WHEREAS, the fee for service payable to Pioneer Bank will be \$0.90 per tax bill for each Tax Year; and

NOW THEREFORE BE IT RESOLVED, Pursuant to Section 99-t of General Municipal Law, the Town Board hereby authorizes the Town Tax Collector to designate the Pioneer Bank two Branch locations within the boundary of the Town to collect property taxes for the Town, County and Fire District beginning January 1, 2024; designates Pioneer Bank for the deposit of all tax receipts; and authorizes the Town Supervisor to approve the attached Agreement with the Pioneer Bank.

Councilma seconded and the I	n moved Cown Board voted as follows	l, Councilman :
	Councilwoman Sabo	
	Councilwoman Merola	Managhan and the second
	Councilwoman Hoffma	n
•	Councilman Gordon	
	Supervisor Bott	·

Resolution 2024-01-12

At a regular Meeting of the Town Board of the Town of North Greenbush held at 7:00 p.m. on January 11, 2024 at the Town Offices

IN THE MATTER OF APPROVING A LEASE AGREEMENT FOR THE NORTH GREENBUSH POLICE DEPARTMENT	[
BE IT RESOLVED, that the North Green a renewal for a 5-year lease extension with Manor Department, and it is further	•
RESOLVED, that the Supervisor is authoritelease renewal in a form approved by the Town Atto	-
Councilperson Seconded and the Town Board voted as follows:	moved, Councilperson
Councilwoman Hoffman	
Councilwoman Sabo	
Councilman Gordon	
Councilwoman Merola	
Supervisor Bott	

Resolution 2024-01-13